

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

**DATE OF LAST UPDATE: 10 January 2023**

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**ARTICLE 1– PURPOSE**

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

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

**1.1. Customer Service contact details**

- [www.velib-metropole.fr](http://www.velib-metropole.fr)
- Email via the contact form on the site [www.velib-metropole.fr](http://www.velib-metropole.fr)
- 01 76 49 1234 (cost of a local call and cost of the free service).
- Service Clients Velib' Métropole – TSA 71111 – 92667 Asnières-Sur-Seine Cedex.

Customer Service opening hours are as follows:

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

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

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

**ARTICLE 2 – DEFINITIONS**

Île-de-France Mobilités application: refers to the Île-de-France Mobilités proprietary program that can be downloaded free of charge and run on the operating system

(iOS or Android) of a smartphone or tablet. It allows any user of Île-de-France Mobilités services to access the Velib' Métropole commercial offers web page and to choose how to access the Service. It is not possible to create an account via the Île-de-France Mobilités application.

Velib' Métropole App: refers to the free downloadable proprietary programme of Velib' Métropole that runs on the operating system (iOS or Android) of a smartphone or tablet. It allows any Service User to find a Velib' or a Station nearby but also to choose a route suitable for cyclists, to check the number of km travelled, to subscribe to the Service, to contact Customer Service or to report an incident.

Terminal: street furniture allowing the User to sign in and access the information present on 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, to contact Customer Services and when buying a Package, to consult these GCAU.

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

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

Deposit (or security deposit): 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.

Access code: refers to the 8-digit personal PIN allocated to the User upon subscription. This code must be entered on the V-Box in order to access a Bicycle.

Temporary Secret PIN: refers to the 4-digit personal PIN assigned to the User upon subscription. This code must be entered on the V-Box after the 8-digit access code has been entered.

Promotional Code: refers to the code allowing the Customer to obtain a discount on the amount of the Packages or additional bonus minutes.

Account: designates the customer account created by the User allowing him/her 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 the short-term subscription offers proposed to users of the Velib' Métropole service, i.e. the Passes and the Ticket-V.

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 Mobilités.

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.

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

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

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

Station: 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 by means of a specific padlock cable fixed to a Terminal Block between two bicycles in accordance with 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.

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

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

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

Electrically Assisted 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 purchasing a Package on the Velib' Métropole Website or App, to borrow a bicycle according to the terms described below.

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

The Terminal allows the User:

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

- To obtain a receipt of return from Terminals equipped with a method of payment
  - To contact Customer Service;
  - To consult the GCAU when purchasing a Package.
- The Bicycle is fitted with a V-Box allowing the User:
- To provide identification;
  - To borrow, secure and return the Cycle;
  - To access journey information such as speed, duration of use, etc.

### 3.2 Presentation of the Short-Term Packages

Packages are strictly personal. Passes allow the hire of 1 to 5 Bicycles at the same time under the conditions described below.

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

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

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

	<ul style="list-style-type: none"> <li>• Successive hires valid for a period of 24 consecutive hours from the first hire.</li> </ul>
3-Day Pass	<ul style="list-style-type: none"> <li>• Hire of 1 to 5 Cycles at the same time;</li> <li>• Hire of Mechanical Cycles for an unlimited number of rides and Electrically-Assisted Cycles, up to a limit of 6 journeys per day, any additional hire being charged;</li> <li>• Successive hires valid for a period of 3 consecutive days from the first ride.</li> </ul>

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

### 3.3 Service Availability

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

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

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

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

No rental shall exceed the Authorised Continuous Use Period.

After the Authorised Period of Continuous Use and except in cases of force majeure or fault on the part of the Operator, the bicycle shall be deemed not to have been returned and the Operator reserves the right to apply the penalties

provided for in Article 9 and to deduct the corresponding amounts from the Deposit referred to in Article 5.3.

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

The Operator shall use its best endeavours to inform the User in real time of the conditions of availability of the Service via the Website or the Velib' Métropole App'.

## **ARTICLE 4 – PROCEDURE FOR ACCESSING THE SERVICE**

### **4.1. Subscription to the Service**

#### **4.1.1 Creating an Account**

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

- On the Website and the Velib' Métropole App, the User:
  - ✓ chooses a Package (Ticket-V, 24-hour Classic Pass, 24-hour Electric Pass, 3-Day Pass), and the number of bicycles the User wishes to hire at the same time when purchasing a Pass;
  - ✓ defines his/her username (email address) and password which then give access to Account information;
  - ✓ enters their details; 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;
  - ✓ choose a 4-digit PIN;
  - ✓ accepts these GCAU by ticking the box provided for this purpose and authorises the Operator to debit up to €300 for 1 Bicycle or up to €600 for several Bicycles as a Deposit, the terms of which are provided for in Article 5.3.
- From the Terminal, the User can:
  - ✓ choose a Package (Ticket-V, 24-hour Classic Pass, 24-hour Electric Pass, 3-Day Pass), and the number of Bicycles they wish to rent at the same time when purchasing a Pass;
  - ✓ choose a 4-digit PIN;

- ✓ accept these GCAU by ticking the box provided for this purpose and authorise the Operator to debit up to €300 for 1 Cycle or up to €600 for several Cycles as a Deposit, the terms of which are provided for in Article 5.3;
- ✓ finally, the User is asked to enter their e-mail address and/or telephone number so that it can be provided upon subscription.
- On the Île-de-France Mobilités App, the User:
  - ✓ selects the "Purchase - other services" section, then the "bicycles - Velib'" mobility mode,
  - ✓ Then the User selects the means to access the Service: Navigo card or Access Code,
  - ✓ If the User chooses the Navigo Card as the means to access to access the Service, the User is then asked to swipe their Navigo Card on their smartphone so that their Navigo Card is directly recognised when they first pick up a bicycle, following the purchase of their Package.
  - ✓ Users are informed that the Île-de-France Mobilités App does not allow them to create an Account. The User will therefore not be able to access the following features:
    - View trip history (date, time, journey time, km travelled, bicycle number used, CO<sub>2</sub> saved, starting and ending station, average speed and value of the journey in euros);
    - View payment receipts;
    - Report the loss or theft of the means to access the Service;
    - Report a fault on a bicycle or a bicycle abandoned outside a Station
    - View and modify personal and contact information, payment method, manage communication preferences, and view package details;
    - Rate bicycle after a ride;
    - Share uses;
    - View the dashboard (total km travelled, number of journeys made, average journey time, CO<sub>2</sub> saved;
    - Monitor the status of favourite Stations.

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

The User authorises the Operator to debit the amount payable for the Package and/or paid uses from the bank card registered to the Account. In this case, the details of the User's bank card are registered via an online payment protection system at the company INGENICO ECS under the conditions provided for in Article 5.4.

Only bank cards of the Carte Bleue, Visa, MasterCard and American Express networks are accepted. . From 11 October 2021, prepaid bank cards, so-called 'virtual' bank cards and systematic authorisation bank cards will not be accepted as a means of payment for any purchase of a Package from the Website or Velib' Métropole App, nor for any amendment of bank card details.

To confirm the User's purchase, the User is prompted to choose a 4-digit PIN. If the User has purchased a Package via the Île-de-France Mobilités App, they will receive an automatically generated 4-digit PIN. After obtaining the PIN, the User is given an 8-digit Access Code. The User is successively prompted to enter these 2 codes when using the Service in any Station.

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

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

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

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

- the 8-digit Access Code generated by the Service plus the 4-digit PIN chosen by the User;
- a compatible NFC smartphone powered by Android; this NFC access will only be available after downloading the Velib' Métropole app;
- the Navigo Card;
- a Velib' Métropole Card.

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

#### 4.1.3 How to Withdraw

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

In such an event, the User shall inform Customer Services of this decision to withdraw by returning, prior to expiry of the aforesaid period, the Velib' website withdrawal form, duly completed, or any other unambiguous declaration expressing their wish to withdraw, either by email to the following address: [service-client@velib-metropole.fr](mailto:service-client@velib-metropole.fr), or by post with acknowledgement of receipt to the following address: Service Clients Velib' Métropole – TSA 71111 – 92 667 Asnières-Sur-Seine Cedex.

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

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

Without prejudice to the above, the User holding a 3-day Pass and exercising their right of withdrawal within 24 hours of their first rental of a Bicycle will be charged the rate applicable to the V Journée - 24h Electric pass offer.

## 4.2 Terms of use of the Bicycle

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

To borrow a Bicycle, the User must:

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

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

- At a Station, stand directly in front of the Cycle for hire and press the “V” key on the V-Box to activate this Cycle;
- Place the Card in front of the V-Box reader;
- Enter his/her 8-digit Access Code on the V-Box keypad and press the “V” key again on the V-Box;
- Enter the 4-digit PIN;
- finally, place his/her Card in front of the reader again.

If the User has taken out a Package via the Île-de-France Mobilités App and has selected their Navigo Card as a means of accessing the Service, this Navigo Card will be directly linked to the Subscribed Package.

To borrow a bicycle, a User can then:

- Directly go to a Station in front of the bicycle of their choice;
- Press the “V” key on the bicycle V-Box;
- Place the Navigo Card in front of the V-Box

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

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

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

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

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

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

- Stop and press the “V” key on the Cycle V-Box;
- enter their 8-digit Access Code and then enter their 4-digit PIN;
- Or, if applicable, scan the Navigo card or Smartphone on the V-Box;
- Follow the V-Box instructions to confirm that the User is taking a break.

The Cycle's steering is locked automatically.

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

To unlock the Cycle, the User must:

- Press the “V” key on the Cycle V-Box;
- then enter their 4-digit PIN or use their Navigo Card or smartphone on the V-Box.

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

### 4.2.3 Procedure for returning the Bicycle to the Station at the end of the hire period

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 that the Cycle cannot be removed.

As a result of these actions:

- A “STOP” message from the V-Box confirms that the Cycle is correctly docked marking the end of the hire period, the amount payable for use of the Service shall be charged according to the hire time and the charges defined in the User's Package;

- Any other message from the V-Box indicates that the Cycle is not properly locked. The User must then reposition the Cycle and carry out the return process again according to the procedure defined above, either at the same Docking Station or another available Docking Station, or otherwise press the V key after correctly repositioning the Cycle in its Docking Station.

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

- Either contact Customer Service as soon as possible (by telephone or from the dedicated menu on the Terminal) to identify the cause of the incident;
- or 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 Velib' Métropole App and when the V-Box offers it at the time of return.

A Station with the Station + system activated is indicated to Users by a yellow light at the top of the Terminal. To return a bicycle to a Station+, 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 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 cycles secured in the Docking Stations and thus activate the automatic handlebar and steering lock
- then pull the cable attached to the right-hand terminal and insert it into the hole behind the headlight of the Cycle to be returned, press "V" to confirm the locking of the anti-theft cable.
- Enter the 4 digits of the cable indicated on the yellow background of the cable and press "V" to confirm the entry.

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

#### **ARTICLE 5 – CHARGING CONDITIONS**

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

The price of the Service includes: the price of accessing the Service subscribed by the User and the price of use which varies depending on the type and number of Cycle(s) hired and the period of use of the Service.

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

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

For Users having purchased a Package on the Website or the Velib' Métropole App: each journey can be seen in the 'My Account' section available on the Website, the Velib' Métropole App and the Terminals.

Users who have subscribed to a Package via the Île-de-France Mobilités App receive a payment statement by email, upon validation of the subscription in the Velib' Métropole App. Users who have subscribed to a Package

via the Île-de-France Mobilités App and are connected to IDFM Connect can also check the amount of the payment and its date in the Île-de-France Mobilités App.

In the event of off-peak usage, Users who have subscribed to a Package via the Île-de-France Mobilités App will receive a specific payment statement by email at the end of a period of 7 days from the end of the validity period of the Package as referred to in article 3.2 of these GCAU.

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 Bicycle.

In the case of a Package, the amount of the Package and the amount corresponding to uses outside the Package and any penalties related to the application of article 9 are due on the expiry date of the Pass or the Ticket.

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

#### **5.1 Charges**

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

The charges applicable to any Package taken out from 1 August 2021 are those set out below. They may be revised by deliberation of the Syndicat mixte Autolib' Velib' Métropole.

<b>Package</b>	<b>Mechanical Cycle</b>	<b>Electrically-Assisted Cycle</b>
Ticket-V	The first 45 minutes are free of charge	

	After that, you will be charged for every 30 minutes <sup>1</sup>	
24-hour Classic Pass	The first 30 minutes are free of charge <sup>1</sup>	The first 45 minutes <sup>2</sup> are charged from the first minute
	Beyond that, charging by 30-minute increments <sup>1</sup>	
24-hour Electric Pass	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 six hires per calendar day from the time the Bicycle is picked up. Beyond that: any additional hire over the same 24-hour period from the 1 <sup>st</sup> minute is charged
	Beyond that, charging by 30-minute increments <sup>1</sup>	
3-Day Pass	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 six hires per calendar day from the time the Bicycle is picked up. Beyond that: any additional hire over the same 24-hour period from the 1 <sup>st</sup> minute is charged

<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.

	Beyond that, charging by 30-minute increments <sup>1</sup>
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The User pays the price of use in proportion to the period of use of the Service. Any 30 or 45-minute period commenced is, as applicable, charged in full.

### 5.2 Promotional Codes

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

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

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

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

### 5.3 Payments and Deposit

When subscribing to the Service, the User is informed that:

<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.

- 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
  - I. payment of the Package;
  - II. payment of any out-of-package usage; and
  - III. payment of any applicable penalties in accordance with Article 9 of these GCAU.
- when the User inserts their bank card into the payment reader of the Terminal equipped with the payment system and enters their PIN code on the PCI DSS secure keyboard, the Operator pre-authorises payment on the bank card:
  - for a maximum amount of 300 euros, in the case of the rental of a single Bicycle, or 600 euros in the case of the rental of 2 to 5 Bicycles, corresponding to the amount of the applicable Deposit;
  - allowing payment of:
    - The Package;
    - any out-of-package usage; and
    - any applicable penalties in accordance with article 9 of these GCAU
  - valid for a period ending:
    - either at the end of a period of 7 calendar days from the end of the period during which the User can make their first rental, as referred to in article 3.2 of these GCAU, if the User does not use the Package;
    - or at the end of a period of 7 calendar days from

<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.

the end of the validity period of the Package as referred to in the descriptions of the Packages presented in article 3.2 of these GCAU.

The pre-authorisation referred to above may affect the User's ability to pay.

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

Access to the Service requires a valid bank card that meets the criteria listed in Article 4.1.1 of these GCAU.

In the event of subscription to the Service via the Terminal, failure to provide a Deposit shall deprive the User of access to the Service.

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

In accordance with Article 9 of the GCAU, the User also authorises the Operator to 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

#### **5.4 Payment Protection**

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

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

The Operator applies the 3D Secure standards and complies with all developments of the security standards in force.

The User is informed that the provisions on the possible fraudulent use of his/her bank card are those stipulated in the agreement concluded between the User and the bank issuing the bank card.

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

#### **ARTICLE 6 – USER'S OBLIGATIONS**

The User undertakes to make normal use of the Service. In this respect, the User undertakes to use the Service personally in a prudent, diligent and sensible manner, observing these GCAU and the French Highway Code.

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

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

The User accepts 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 GCAU, 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 Package. If necessary, the User will update their details and the validity date of their bank card directly from the User Account.

#### **ARTICLE 7 – RESTRICTIONS TO USE OF THE SERVICE**

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

The Service is accessible to children aged between 14 and 18 years of age; a Package may be purchased by the legal guardian and/or under his/her responsibility.

The legal guardian of any minor 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 for any User, minors over 14 years of age must have an Access Code and PIN.

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 8 – USER'S RESPONSIBILITY AND DECLARATIONS**

The User declares that 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, he/she is advised, before actually using the Bicycle picked up, to carry out a basic check of its main apparent functional aspects, namely;

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

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

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

The User is also advised:

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

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

Except in cases of force majeure, the User shall be solely and fully liable for any damage caused by the use of the 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, 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 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 Service.

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

For the creation of his/her Account, the User has sole responsibility for the choice of logon details in respect of third-party rights, particularly with regard to identity theft or theft of intellectual property rights, as well as maintenance of the confidential nature of the information. If the logon

details are lost or forgotten, the User must contact Customer Service. The User is responsible for maintaining the security and confidentiality of his or her username and password.

## **ARTICLE 9 – PENALTIES**

The Deposit paid by the User at the time of subscription to the Service may be used by the Operator to debit any sums payable in penalties in the event of the User's breach in relation to the use of the Service.

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

- Theft of the Cycle by force: €100 for a mechanical 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;

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

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

The User is informed that if the Cycle is not returned within 24 hours, he/she may be recognised when near a Station.

## **ARTICLE 10 – PERSONAL DATA**

The Local Authority and the Operator are jointly responsible for processing the data collected as part of the Service within the meaning of the General Data Protection Regulation (GDPR).

Pursuant to the GDPR, the respective responsibilities of the Operator and the Local Authority have been determined by means of an agreement, the main points of which are as follows:



- The data processing register shall be kept and updated by the Operator until the completion of Public Contract No. VM201701-1;
- The Operator is responsible for choosing its partners and subcontractors in the context of the above-mentioned contract and for ensuring that they comply with the provisions of the GDPR;
- The Operator is responsible for the security of the personal data collected and for reporting to the CNIL any attempted fraudulent use of the data or any possible breach of such data;
- Throughout the duration of Public Contract No. VM201701-1, the Operator shall be responsible for responding to any requests from the User concerning the processing of his or her personal data;
- The Local Authority may at any time have access to information enabling it to carry out any useful verification concerning compliance with GDPR obligations, data security and confidentiality;
- On the expiry of Public Contract No. VM201701-1, the Local Authority or any third party designated by it shall be transferred the personal data processing files necessary for the service.

Personal data is kept for the time strictly necessary to achieve the objective pursued at the time of collection for each of the processing operations carried out within the framework of the Service. The retention periods are defined by processing operation in the register kept by the Operator.

The User has the rights of access, rectification, erasure, limitation of the processing of personal data concerning him or her and the rights of data portability and opposition to the processing of his or her personal data. To exercise these rights, 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 to: [dpo@smovengo.fr](mailto:dpo@smovengo.fr).

For more information on the use of their personal data in the context of the Service and on their rights, Users are invited to refer to the privacy policy of the Service on the Site, the App and the Terminal.

#### 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 Service.

The User shall submit such a claim to the Operator's mediator, the details and terms of application of which are available on its website at the following address: <http://www.mediateur-cnps.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 his/her consent to the content of the GCAU does not require any handwritten or electronic signature of a document.

The Operator reserves the right to amend the GCAU at any time, without notice, it being understood that such amendments shall only apply to subscriptions and use made after such amendments. It is therefore essential that the User reads and accepts the GCAU at the time of subscribing to and using the Service via the App, Website or Terminal, to check the provisions that apply.

The fact that the Operator fails to invoke any one of the provisions of these GCAU at a given time may not be interpreted as waiver of making subsequent use thereof.

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

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