

Conditions of use for assisted pedalling bicycles rental service

Introduction

The following general terms and conditions are to apply to the use of this assisted pedalling shared bicycles provided. USERS ARE KINDLY ASKED TO READ THOROUGHLY THIS GENERAL TERMS AND CONDITIONS FOR HIRING THE SERVICE BEFORE ACCEPTING THEM as they establish the conditions for the service provided. This urban service is ecological and sustainable and consists of the use of bicycles assisted by an electrical engine to be used and enjoyed according to needs whenever they are available. The price of the service is subject to the time of use.

1. Period of use of the bicycle.

- To rent a bicycle the users must fill in a rental contract at one of the rental points available during opening times.

2. Fares

2.1 Fares

The fares will be charged according to the current price list approved by the managing company.

Rental time per bicycle	Rental fare per bicycle
1 hour	2,00 €
½ day	7,50 €
1 day	12,00 €

Family pack (2 adults + 1 child)*	Rental fare
1 hour	5,00 €
½ day	16,00 €
1 day	25,00 €

Deposit	
Bicycle	35,00 €
Family package / 2 or more bikes	70,00 €

(*) 3€ extra will be charged for every additional bike to the family pack.

6.- Accidents involving bikes

6.1 Lost, stolen or damaged bicycles

- In case of loss, theft, fire or vandalism, the user will have to REPORT the fact to the LOCAL POLICE and immediately inform Customer Service, 621 267 847 within the next 20 hours.
- Data generated by the electronic system of the bike are conclusive evidence of the period of use of a bike by a user. This evidence is a presumption “iuris tantum” which means it allows the user to deny an alleged fact against him/her. The managing company has the final decision without prejudice to any legal actions taken by the user.
- The necessary forms to report any event are available on the service webpage. The user must fill them in explaining the facts and circumstances within 24 hours.
- It is mandatory to lock the bike's chain while parked to prevent theft.

6.2 Badly parked bikes.

- The user is responsible for checking that there is not any temporary parking prohibition in the chosen parking place. The bikes must be parked in the provided authorized parking areas, according to the municipal rules. The user must always park in the places provided by IDETSA, which you will find in the section “ancoratges”.
- If the bike is taken away by the police during the journey or because of bad parking, all the costs and fines will be billed to the user responsible for the breach.
- The user must not park the bike outside the parking areas established by IDETSA.

6.3 Lost bicycles.

- If the bike was stolen or lost because of incorrect parking, the user who used it last is obliged to pay the company for the vehicle or its missing parts. The user accepts to report the loss, theft or accident to the police, as well as to inform the company as soon as possible. Moreover, the user agrees to follow the company's instructions, as well as to cooperate in case of loss, theft or accident. They must contact IDETSA on number 977 820 820.
- In case of theft, loss or abandonment of the bicycle during the journey, the user is obliged to pay the company for the vehicle or its missing parts.

6.4 Damaged bikes.

- The user has to return the bike in the same condition it was hired. If the bike is returned damaged or in bad condition, the user will pay for the complete cost of the repair. The cost can be charged 24 hours after the return of the damaged bike. The company reserves the right to contact the users before charging them the price of the repair, by using the information given in the contract.

6.5 Accident with the bicycle.

- In case of ANY KIND OF ACCIDENT, the user will have to fill in an accident statement or an official friendly statement form thoroughly with all the details about the damage and the circumstances that caused it. The user must sign the accident report and get the signature of the other driver involved in it if there is one. Should the other driver refuse to sign the report, the user must call the police for an official statement. Otherwise, the user will be held responsible for the accident.
- Afterwards, the user must hand in the documents to the company at the same place where the service was hired. If he did not do so, the company will be entitled to charge 50 euros extra for administrative expenses, independently of the cost of the damage caused to the bike.
- The user has to act diligently to avoid any damage to the bike and take the necessary measures to clarify the accident. Among others, the duty is to reply truly to the questions by the company about the circumstances of the accident. The user is committed not to abandoning the place of the accident until the necessary checks have been done so that the company can evaluate the procedure to follow after the accident.

6.6 Payment responsibility.

Failure to pay any of the above-mentioned fines will result in the suspension or cancellation of this contract between the user and the company, regardless of the possibility the company has to adopt further legal actions to restore the damage caused.

7. Payment for the service

- The service will be paid at a hiring point by credit card.
- The user will find the price rates on the web www.idetsa.cat.

8. Refund

Any refund to the user related to the use of the bike will be according to the refund policy.

The return of any agreed refund will be effective after 7 working days after it is confirmed by the company.

9. Obligations of the user

- The user is personally responsible for:
 - a) Every bicycle and his/her own.
 - b) All the items carried on the bike or basket. The user can be asked for information about the use of a bicycle. Therefore, the user assumes any risk related to riding the bike.
- In the same way, in case the user loses or has his/her Tablet or mobile phone from which the service operates stolen, or they suspect somebody else to be using it without permission, he/she must immediately inform Customer Service, to be blocked.

9.1 Required information

The user may be asked for information about the use of a bicycle by Customer Service. When asked they must confirm:

- Name, surname, telephone number, ID number.
- Details of any journey, including the date and time of use of the service and the streets of the route.

9.2 Requirements.

When using the bicycle users must:

- a) Fulfil these terms and conditions and the current legislation.
- b) Take into account the recommendations for safe cycling.
- c) Make sure that the bike (including tires, brakes, seat, bell and others) is in good condition for cycling and inform Customer Service when the bike is not in good condition to ride or has any failure or fault.
- d) Follow the traffic rules and regulations and respect the safe driving rules.
- e) Cycle respecting the traffic signs
- f) Use the bike in a reasonable, respectful and responsible way.
- g) Look after the bike
- h) Return the bike to the place where it was hired.

9.3 Instructions

- IN CASE OF ANY KIND OF ACCIDENT, the user must immediately report it to the place where it was hired and hand in a friendly agreement, the police statement or the report to the police as soon as possible, in any case within 20 hours at the most.
- In case the driver is an under-sixteen, the USE OF A HELMET IS OBLIGATORY.
- The user is not allowed to give, lend or sell the bicycle to anybody else.
- The user must not damage the bike or any of its parts. In case that happened, they must report it at the hiring point.
- The basket in the bike must not be loaded with more than 10 Kg or with anything that stands out of the basket.
- Not suitable for anybody over 100 Kg weight
- The bike must not be used by more than 1 person at the same time.
- Children, dogs or inflammable or dangerous substances must not be carried in the basket.
- It is forbidden to dismantle or manipulate the bike (or even try to do it in any way) and to attach any accessory or trailer to the bicycle.
- It is not allowed to drive the bike recklessly or in any other way that can cause social alarm or frighten anybody else. You must not use any mobile phones, portable music devices or any other device that could cause a distraction while driving.
- It is forbidden to ride the bike under the influence of alcohol, drugs, medicines or any other substance that could affect the safe riding of the bike.
- You must not park or lock the bicycle in any place which is not provided or allowed for the purpose.
- You must accept to fulfil all and any of the state, autonomic and local regulations related to the use of a bicycle on the road.
- You must not dismantle, write on, modify or alter the bike or any of its parts in any way.
- You must not write on, peel off, modify or alter in any way the stickers on the bike.
- You must not use the bike for advertising or similar commercial activities without contacting the company first. You must not use the bicycle in bad or dangerous weather conditions, such as hail, ice or thunderstorm, it could make riding more dangerous.
- It is recommended to adapt your driving to the weather condition and keep the break distance. In case of bad weather conditions, you should park the bike in a safe place.

10.- Responsibilities

10.1 Responsibility of the user.

- the user who unlocks a bike is the only responsible person for its use, manipulation and safe driving of the bike at any moment until it is returned to the hiring point.

10.2 Insurance

- The insurance covers the damage caused to a third party.
- The user is responsible for any damage and fault caused by the use of the bike. Also, it will be responsible for all the damage(including to third parties), if they do not fill in properly the accident statement or, eventually, the police report of the accident or theft. The details of the vehicle must neatly appear in the form as well as the drivers involved and the circumstances and conditions under which the accident happened. The following situations are excluded from the insurance and are, therefore full responsibility of the user:
 - a) damage to people and things caused by negligence or intention of the driver.
 - b) damage caused to people and things caused by a rider different from the registered user.
 - c) Loss or damage to the bike accessories, such as GPS, stickers, handlebars
 - d) Tire punctures or blow-ups caused by the use of the bike by the user.
 - e) As well as the damage caused by the use of the bike in a way contrary to the traffic rules and legislations.
- The insurance will not cover any damage caused by negligence or intentional actions by the user such as not looking after the bike, using it inappropriately or illegally, distractions or somnolence during the ride, causing damage to another vehicle intentionally, hiding any damage caused to the vehicle intentionally. This list does not include other possible eventualities. This list is just descriptive and does not include other possible eventualities.
- In case of guilt, as described in the traffic rules and regulations applicable, the user will be responsible for the damage caused to the bicycle, therefore, the company will charge the user according to the damage caused to the bicycle.
- In any of these eventualities and in case of unfulfillment or irregular fulfilment by the user of the obligations mentioned in the Terms and Conditions of the Service and particularly, in the case of lack of diligence or guilt, negligence or malpractice, the user will be personally and exclusively responsible for any damage caused to the vehicle or any third party.
- Under all these circumstances the user authorises being charged for the repairing expenses or any other costs resulting therefrom.

11. Managing company responsibility.

- The managing company won't be responsible for any kind of damage suffered by the user or any third party as a result of using the service which is not attributable to wilful misconduct or gross negligence by IDETSA.
- Necessary changes to the timetable, service and parking zones or any internal process will not be considered a breach of duty by the company. In the same way, any computer systems issues, rental service, as well as any problems with suppliers, license holders, assigns or IDETSA subcontractors will not be considered a breach of duty.
- IDETSA will not be responsible for the total or partial unfulfillment of the specific obligations in this contract happening accidentally or due to Force Majeure, including, public administration acts, legal or administrative restrictions to the traffic, riots, demonstrations or any interruption of the communications.
- IDETSA and their associate companies are committed to keeping standard maintenance of the bicycles. All the records for this maintenance will be kept (bicycle ID number, date, time and parts involved in the maintenance) as well as the person in charge of it. All this information will be stored in our database. This information is accessible and can be requested through regular contact channels.

12. Rent a bike.

12.1 Unlock the bicycle

The staff at the hiring point will be in charge of locking and unlocking the bicycles.

12.2 User's checking.

1. Before any use of the bicycle, the user has to check on the following before unlocking it:
 - a) Good condition of the tires.
 - b) Good condition of the wheels.
 - c) Correct operation of brakes and lights.
 - d) Correct binding of the seat as well as its correct setting according to the size of the user, the pedals and the basket.
 - e) Correct condition of the chassis.
2. Any sign of damage or unusual or excessive wear or any other mechanical problems or maintenance lack. The user mustn't cycle if any mechanical problems, safety problems or issues of any other kind are detected. In this case, the user has to inform immediately about all these problems and look for another bicycle that is near and in good condition.

13. Returning the bike

13.1 Return at the hiring point.

- To return a bike, the user must take it to the hiring point and park it there.
- In the event of a failure in the finishing of a journey, the time consumed during the waiting time won't be charged. Therefore, it is of vital importance for the user to get in touch with the technical service as soon as possible. Users are requested to attach a screen capture from the phone showing the time of the failure.
- Any user who does not lock the bike properly with the provided lock will remain responsible for it until the bike is parked in one of the preestablished parking areas or a failure in the locking of the bike is reported. Remember that the bike must be parked and at a proper place, and remembering not to bother pedestrians or vehicles.

13.2. Parking

- The bike must be parked at a visible place.
- The user must follow the parking rules and regulations. Moreover, the user has to make sure that the bike is safely parked, that the bike is not obstructing other vehicles or the traffic and that it can not cause damage to third parties or their property.
- The bike must be parked according to the rules and regulations of the municipality.
- The main stand must be used whenever the bike is parked

13.3 How to park?

- The bike must be parked in the free public provided areas. Particularly, it is forbidden to park the bike in places not allowed by cycling rules and regulations. The bike can only be parked in the allowed parking places. These parking places are indicated with a totem and provided with brackets to park the bike properly.
- For this reason, we ask any user who accepts these terms of use and service to read and study the traffic and parking rules and regulations for bicycles.

13.4 Responsibility for cycling and parking

Any breach of the previous conditions will be subject to the service fares according to the current price list available on the APP and the webpage. In addition, the user is responsible for paying any official fines due to neglecting the traffic or parking rules.

14. Safety.

- Even if it is not obligatory unless required by municipal law, we advise all users to wear a helmet certified by rule 89/686/E.C., which is properly fitted before cycling, according to the maker's instructions.

- Using a helmet can protect you from an injury or diminish the seriousness of a blow to the head. However, bicycle helmets are not 100% effective, they do not prevent all head injuries and do not prevent other injuries.
- The company does not guarantee either the quality or the safety characteristics of any helmet. The user accepts that by using the service he/she may take other safety measures and additional precautions which are not mentioned in these General Terms of Use.
- People under 16 MUST wear a helmet.

15. Additional Terms of Use

15.1 Assumption of Capacities, Awareness and Risks

- The user declares he/she is a safe and competent rider. Being physically able to ride a bicycle safely and without any risk for his/her health or any third party's.
- The user declares he/she knows how to use a bicycle. He/she is aware of the law inherent to bicycle traffic and parking.
- Like any other physical activity, riding a bicycle can cause minor or major injuries or soreness and can make some illnesses or health issues worse. When choosing to ride a bicycle the user assumes all responsibilities and risks of all these possible injuries or health problems.

15.2 Our responsibility on the road.

- The user accepts that the company is not responsible for providing or keeping cycle lanes or any other place where a bicycle can be ridden and does not guarantee that the road is always in good condition to ride.
- Roads, cycle lanes and cycle routes can sometimes be dangerous because of the weather, traffic or other dangers. The user mustn't use the bike for racing, riding offroad or any other wrong use. In addition, the user must ride safely on roads or public or private places only if these are suitable for bicycles.

15.3 Purpose of the service.

IDETSA offers bicycles only for the user's convenience and this rental service is aimed to be used by those who claim to be capable of riding a bicycle on their own and who have accepted all the terms and conditions embodied in this agreement.

15.4 Age policy

- The user declares he/she is 14 years old or over.
- Under 18s, when filling in any registry application form, declare that they are over 14 and will be entirely responsible for this declaration. The company can request age verification at any time and the user must provide a valid ID. Under suspicion

that the user is under this age or that the details required for his/her access have been rigged, the company will cancel his/her access to the service and delete the user's registry.

- Parents or legal tutors will be subsequently responsible for under-eighteens for everything related to these terms and conditions of use.
- THE USE OF A HELMET FOR UNDER-SIXTEENS IS STRICTLY COMPULSORY.

16. Limits for the availability of the service.

- The company does its best to provide the service during the 365 days of the year but can't guarantee that the service is available at any moment because force Majeure or other circumstances might prevent the service availability for a short time.
- Access to the service is also conditioned by the availability of bicycles and the available space to park in the free parking areas for bicycles. The company does not guarantee the permanent availability of the service or the availability of bicycles or the free parking areas for bicycles.

17.- Exclusion and suspension

17. Unfulfilment of the terms.

If at any moment the user does not fulfil these terms and conditions and the applicable laws or he/she does not follow the advice for safe riding while using a bicycle, we reserve the right to exclude or suspend its use, according to the user's policy.

17.2 Information provided by the authorities.

The information provided by the police about any unfulfilment of these terms and conditions related to any applicable law/or advice for safe riding can and will be reported to the company and the company can use this information to exclude or suspend the user.

17.3 Fraudulent credit card.

If the use of the card is cancelled or suspended or the company has reasons to believe the user has fraudulently tried to use or used the card, the company can cancel the user's account.

18.- Complaints and conflicts

18.1 Consultation and management of the complaints

As part of our standard process for the consultation and management of complaints, the company will proceed as follows:

- Registration of the details of every consultation and complaint we get.
- Consideration and reply to every consultation and complaint, according to our complaint management policy.



19. Changes to the terms and conditions of the service

- The company can change the general terms and conditions of the service to get adapted to technological, legal and commercial innovations.
- Any change in the terms and conditions of the service will be published on the webpage with the date of the update.

20. Term and termination

20.1 Termination of the contract

This agreement will be terminated once the bicycle is returned without any damage or issue and the deposit is returned.

20.2 Cancellation of the agreement

The user can cancel the agreement at any time notwithstanding any legal actions to take for damage, theft, fines, non-payment of the service or other issues that are the responsibility of the user.

21. Contact

The managing company is IDETSA. Address: Via Augusta 2 Hospitalet de l'Infant. Phone number: 977 820 820 and email address: idgetsa@idgetsa.net

22. Applicable law and jurisdiction.

- The service is governed by the terms and conditions of the service and, subsequently, by the current Spanish law.
- Any dispute that might be raised which is related to this contract will have to be solved by the courts and tribunals that correspond to the applicable regulations.
- The company will try, by all means, to solve any kind of situation, dispute or misunderstanding through discussion and mediation. If we aren't able to solve the problem through this procedure we will take legal action.

23. Final agreement

This contract contains the whole agreement and it's exclusive of the parties regarding its object. It replaces any other previous agreements either written or oral related to the subject. At any time and without the user's consent, the company can amend, modify or change this agreement unilaterally, discretionally and without prior notice or cause. By continuing to use the Service after any amendment, modification or change, the user accepts being affected by these modifications and changes.



The user must revise carefully this agreement regularly to keep up-to-date with all these amendments, modifications and changes. Whenever a change is made, IDETSA will publish the latest agreement version on the website ACORD PER L'USUARI DE LA BICICLETA.

Privacy policy

The objective of this privacy policy is to explain to the user how we collect the data and personal details, what we do with them and what security measures are taken to protect them. In addition, this document is aimed to explain which are the rights of web users and how to exercise them.

We are committed to the protection of your online privacy and we want to assure that any details or data provided won't be misused or processed indiscriminately.

The owners fully respect your right to privacy and guarantee the protection of the data provided according to the regulations (UE) 2016/679 from the European Parliament, 27 April 2016 related to the protection of individual persons and the treatment of their details and their free movement. (from now on RGPD). THE USER MUST READ IT THOROUGHLY AND ACCEPT IT.

User rights

According to the RGPD, the users can, at any time, exercise their rights to access, modify, cancel (article 17 RGPD) or oppose (article 21 RGPD) against the owners related to their details. The user has different ways to exercise these rights and/or access the information related to the agreement either by sending an email to the address idgetsa@idgetsa.net or by sending a letter to the Owner's registered office above mentioned. These rights will be effective within a month after the application. This is a summary of their rights.

- Right to Access: Users can ask if their details are being treated or not. In case they are being treated, they have the right to know the purpose, which kind of details are being treated or to whom these details have been revealed among other issues.
- Right to rectification: The users have the right to get any mistaken or faulty details modified immediately.
- Right to oppose: Users have the right to oppose their details being treated at any time.
- Right of suppression or right to oblivion: The users have the right to ask for immediate suppression of their details when any of the contemplated cases come up. For example, by illegal use of the details or when the aim that motivated their treatment or gathering doesn't exist anymore.
- Right not to be the object of individualised decisions: The user has the right not to be the object of a decision based just on the automated process, including the making of profiles.
- Withdraw the consent: When the consent is obtained the users have the right to withdraw it at any time.



- Right to make a complaint to the Agencia Española de Protección de Datos: If you consider that your rights have been violated you can make a complaint to the Agencia Española de Protección de Datos address: C/Jorge Juan 6 28001 Madrid phone: 901 100 099 website: aepd.es.

Time to keep the data

The managing company guarantees that your details will be kept only during the necessary time and according to the purpose for which they were required.

Should the users withdraw their consent or exercise their right of suppression, their details will be blocked and filed for 5 years to be able to respond to eventual responsibility related to the data processing. That means the data would be fetched in case they were required by the competent authorities.

Minors

While filling in any registration forms minors declare they are over 14 and will be fully responsible for this declaration. At any time minors can be required to verify their age by presenting their ID. Under suspicion that a user is under this age and has rigged the required details to access, the managing company will delete their registration and cancel the access to the service.