



## GENERAL CONDITIONS OF ACCESS AND USE OF THE VALENBISI SYSTEM (G.C.A.U.S)

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### ARTICLE 1.- PURPOSE OF THE VALENBISI SYSTEM.

**1.1 VALENBISI** is a System ("System") proposed by the company JCDecaux España SLU ("Assignor"), to allow registered users ("Assignee") to travel by bicycle ("bicycle") exclusively on the roads urban areas of the city of Valencia (specifically in the places indicated in the current municipal ordinance, approved by the Valencia City Council).

**1.2** Contact forms of the VALENBISI System.

- **For notification purposes:** Workers Avenue, Horno de Alcedo, 46026 Valencia
- **Customer Service Office:** SAPIRIS Commercial Gallery, Asturias Street, 34, 46023. (Valencia)
- **Telephone:** (+34) 962 000 339
- **Email:** [valencia.cyclocity.es@jcdecaux.com](mailto:valencia.cyclocity.es@jcdecaux.com)
- **Web:** [www.valenbisi.es](http://www.valenbisi.es)
- **RRSS:** Facebook and Twitter (@ValenbisiOfi), Instagram (@Valenbisioficial)

### ARTICLE 2.- STRUCTURE OF THE VALENBISI SYSTEM.

**2.1** The System is made up of Parking Areas ("ADA's") owned by the Assignor, made up of a System Access Terminal ("TAS"), as well as Anchorage Points for Bicycles affected by the Service ("PAB's"), which allow bicycles to be parked and are numbered for identification and selection of bicycles.

**2.2** Modalities of subscriptions and registration to the System:

#### Long Term Subscriber:

Long-term Subscription shall be understood as those registrations by Assignees who have a subscription to the System for a term of one year.

Within Long-term subscriptions there are different modalities:

- **Long Term Subscription.**
- **Minors Long-Term Subscription:** For those users between 14 and 17 years old who want to use the service, they must present an authorization signed by their father / mother or legal guardian (You can download the template from the web and / or app) along with your ID attaching it at the time of register.
- **Combined Pass Mibisi + Valenbisi:** Intended for those users registered in the MIBISI Valencia system. By presenting the proof of registration in MIBISI, users will be able to access this rate.
- **Subscription + 55:** Subscription for those users who are over 55 years of age, they must send the DNI that certifies their identity through the app or the web.
- **Compost Closer:** Subscription aimed at users over 35 years of age who have been unemployed for more than 7 months. At the time of registration they must attach the unemployment certificate proving this situation. This certificate can currently be downloaded from the Social Security website.
- **Company subscription:** For all those public or private organizations and associations that are willing to commit to sustainable mobility. To register in this mode, the user must send a receipt verifying that there is an agreement with their entity and Valenbisi.

The possibility of registering in the System as a Subscriber of any type (Long Term Subscriber) to all types of legal entities is expressly excluded.

### **Short Term Subscription:**

Short Term Subscriber shall be understood to be all those registrations by Transferees who hold a Subscription for access to the System for a period of ONE (1) or SEVEN (7) depending on the modality chosen.

For the purposes of the provisions of the previous paragraph, it should be noted that there are two types of Short Term Subscription:

- Daily Subscription: This gives access to the System for a maximum period of 24 hours from its activation. The user may buy 10 tickets at once in a single purchase.
- Short Term Season Ticket: The one that gives access to the System for a maximum period of seven (7) days, from its activation.

To register in the System as a Short-Term Subscription, the Assignee must select the option to issue a Short-Term Subscription in those TAS equipped with a bank

terminal and follow the steps indicated by the management program, through the page Web (<http://www.valenbisi.es>) or through the Valenbisi App.

After the registration procedures and the charge of the subscription amount (see article 6.1), the Assignee will receive a personal and non-transferable ticket issued by the TAS, with a subscriber number called "Valenbisi Short Duration Pass", which will identify him in an unequivocal, allowing access to the System for the removal of bicycles and other planned functionalities.

The PIN number associated with said subscription will be selected by the Assignee in the registration procedures in the system, and may be modified in any way through the web or app.

### **2.3 Renewal.**

By default, the subscription will be created with automatic renewal, in the case of not wanting it, The Assignee can modify it by entering his profile and change it to do it manually, or if he wishes, he can contact the customer service via phone, RRSS or in person.

### **2.4 Early withdrawal from the System.**

To unsubscribe as a subscriber to the System, either in the short or long term, this can be done by sending a request to the Assignor via our telephone service (+34) 962 000 339, indicating your personal details and your ID card, to our e-mail address: [valencia.cyclocity.es@jcdecaux.com](mailto:valencia.cyclocity.es@jcdecaux.com) or by visiting the customer service office in the SAPIRIS Commercial Gallery, Calle Asturias, 34, 46023 Valencia or via our social networks.

Once the cancellation is effective, it will not be possible to reverse the process. To enjoy Valenbisi again, it will be necessary to process a new registration in the System.

Likewise, after the cancellation request, the Assignor may request the reimbursement of the Registration or the last renewal during the THIRTY (30) days following this, as long as no journey has been made during this period.

## **ARTICLE 3.- PRACTICAL MODALITIES OF ACCESS TO THE SYSTEM.**

### **3.1 Mobile Application**

By downloading the Valenbisi mobile application, the user has the possibility to:

- Quickly and easily access the Valenbisi service.
- Create the customer account by providing an email address and password.

- Quickly locate nearby bike stations, parking lots and available bikes for rent.
- Add the preferred stations to the favorites (as long as the user is within a range of less than 50 meters).
- Easily subscribe to all the rates available on the website.
- Detailed access to the rates offered.
- Possibility of downloading a receipt corresponding to the journey you have just made.
- Control in real time all the information related to the user account and the Valenbisi service.
- Clear access to subscription details and trip summary.
- Monthly summary of payments with the possibility of correcting an unpaid amount.
- Receive notifications regarding information related to the Valenbisi service (station openings, closures, etc.).

The Sevici mobile app is accessible on iOS8 and above for iPhone and Android 4.1 and above.

### **3.2 MOBILIS card**

In order to use the Valenbisi Service, the user must have a Mobilis card to which the Valenbisi account will be associated, all those issued by the Valencian Transport Consortium and the Valencia Transport Company being valid.

You can consult the types of Mobilis Card on the website (<http://Tarjetamobilis.es/>).

Regarding all those Long-Term subscribers who already had a Valenbisi Card prior to November 19, 2018, they may continue to use it until it is renewed, at which time it will be mandatory to have a Mobilis Card.

Registration will be done through the system's website (<http://www.valenbisi.es>) or from the Valenbisi App, available for IOS and Android.

It will only be necessary to fill in the questionnaire found in the "Subscribe" section of the website or app and follow the instructions that will appear, access being protected at all times by a security system that guarantees the confidentiality of the data and the transaction security.

When the Mobilis Card is unusable or has been lost, the subscriber will be provided with a new activation code to associate the Service with the new Card provided.

### **3.3 Short Term Assignees**

**3.3.1** To become a customer of the Service, the new user chooses to buy a Valenbisi short-term ticket, either in the mobile application, on the website or through the TAS.

To take a bicycle, the client must use their mobile application, previously downloaded, select the station within a range of 50 meters and the bicycle, sliding over the icon will unlock it and they will have 60 seconds to remove it from the ADA.

**3.3.2** The Customer chooses the desired fare (7 days) or (1 day) and chooses the date on which he/she wishes to activate the ticket, which must be within fifteen (15) days from the date of purchase, both when purchasing on the website and in the application.

**3.3.3** Through the option of issuing a Short Duration subscription in the TAS and following the steps that the management program will indicate. Also, at a certain time, you must insert your bank card in the card reader incorporated in the TAS, the security of the transaction being guaranteed throughout the process.

During the registration process in the System, a message on the main screen will show you the General Conditions of Access and Use of the System (hereinafter CGAU), requesting you to read and accept them, by pressing the validation key indicated in the system. In the case of not accepting said CGAU, you will not be able to continue processing your registration in the System.

Once the CGAU have been accepted, the Assignee must authorize, in favor of the Assignor and with the consent of its bank.

Once the validity period has expired (invoicing is not immediate, it occurs TWO (2) days after the end of the subscription) of the Short-Term Subscription and provided that the obligations established in article 8 of these CGAU have been fulfilled

Once the confidential code associated with the subscription has been selected by the Assignee, a receipt will be issued that will include, among other data, the date and time of the transaction, the subscription duration date and the PIN code selected by the Assignee, being I receive the Valenbisi Short Duration subscription.

Subsequently, the Operating System will allow the Assignee to remove a bicycle, being able to select the one they wish to use from among the bicycles

available in the "ADA" and recognized by the management system.

Once the bicycle has been selected, the Assignee has a period of SIXTY (60) seconds to remove the bicycle from the PAB, being necessary to press the PAB button to release the bicycle. For your safety, if the bicycle is not removed within the established period, the PAB will be automatically blocked, and the Assignee must repeat the steps indicated in the previous paragraphs.

For successive uses, the Assignee must enter their user code and PIN to identify themselves. From that moment, the system will allow you to select the bike you want to use from among those available and use it or log in from the App and unlock the bike from it.

### **3.4 Long Term Assignees**

**3.4.1** The Assignee must have a mobile device with the Valenbisi App previously downloaded or a Mobilis Card or any other pre-established card in the system, which will be issued by the Valencia City Council or other public or private entities and can be used in the Provided that the corresponding municipal permits are available and said card complies with the technical requirements established by the Assignor, you will have to communicate at the time of your registration, the type of Associated Subscription with which you wish to subscribe to the service from among those pre-established in the website. It will only be possible to make one subscription per person, and the subscription obtained will be personal and non-transferable.

**3.4.2** In the case of choosing the MOBILIS option, the registration process will end at the TAS, the user must place the card in the station's reader and enter their telephone number (to which the Valenbisi subscription will be associated) and the PIN (6 digits chosen at the time of registration). This process will only have to be done the first time you use the system. At the time of activation, on the website, the user can find a manual in the section "Steps to associate Mobilis subscription"

**3.4.3** For successive uses, when placing the Long-Term Pass on the TAS card reader, the system will ask you to enter the PIN chosen by the user for your safety.

Subsequently, the system will ask you for your security to enter the PIN code that you have selected when registering in the system (composed of six digits) which is strictly personal, confidential, and reusable during the validity period of your Valenbisi Long Duration Pass.

If, on the other hand, the user has selected the use of the service through the mobile device, they only must log in with their email and PIN (composed of six digits), select the nearest station and the bicycle with the best score once. has done so, they have 60 seconds to go to the PAB and press the button to unlock the bike.

**3.4.4** Only one subscription can be made per person and the subscription obtained will be personal and non-transferable.

### **3.5** Bicycle return procedure.

**3.5.1** The Assignee must properly anchor the bicycle to a PAB's. If the bicycle has been correctly anchored, after seven seconds, an audible indicator (double beep) will confirm that the bicycle has been correctly anchored in its place and that the return has been properly registered. If, on the other hand, the bicycle has been incorrectly anchored, a series of continuous beeps will be emitted for three seconds. You can also check it from the App since at the end of the journey you will receive a notification with the details of your trip.

**3.5.2** If the chosen ADA does not have free ADAS, the Assignee must swipe their Valenbisi Long-Term Pass MOBILIS or Valenbisi Pass in the card reader or identify themselves as a Valenbisi Short-Term Passholder, in order to obtain an additional 15-minute credi-time, being able to obtain information at that time in the TAS about the closest free ADA/s.

**3.5.3** The Assignee can print a proof of the journey made after the return of the bicycle, this proof can be requested physically at any ADA enabled for this purpose or electronically through the website in the "My Account" section or from your profile of user in the APP. Once the return of the bicycle has been made, it must be verified that it has been properly anchored by passing the subscriber card through the reader to verify that the return has been made correctly or review the return notification that you will receive in the App.

Likewise, it is recommended for security that, once the procedures in the TAS (withdrawal or return of bicycle, consultation of your account, etc.) are completed, the user makes sure that he has correctly exited his account, by displaying it on the screen of the TAS of the main menu, to verify that the operations carried out have been carried out properly.

The subscriber card must be passed through the TAS and verify that the message "bicycle in use" appears. If this happens, it would be necessary to return to the post where the bicycle has been deposited and verify that it is properly hooked.

You can also check it from the subscriber profile, section "MY TRIPS"

### **3.6** Later uses

**3.6.1** A new use of the System with the Valenbisi Long-Term Pass, or Valenbisi Short-Term Pass, is only possible during the validity period corresponding to each type of pass and fulfilling the condition that the Duration of Use has not

been exhausted in previous uses. Authorized specified in article 5.4 of these CGAU

**3.6.2** The procedure for removing and returning the bicycle is identical to that described in articles 3.4 of these CGAUS

#### **ARTICLE 4.- ASIGNEES OF THE VALENBISI SYSTEM.**

- 4.1** The Valenbisi Short Duration and Valenbisi Long Duration Season Tickets are confidential and subject to these CGAU. They are strictly personal and non-transferable. Said subscriptions allow the Assignee to identify himself in the system, withdraw, return, and use a bicycle in accordance with the conditions described in these CGAU.
- 4.2** The System is accessible, under the conditions established in Article 3, for people of legal age, holders of a bank card issued by a Financial Entity, not being accessible to those under 18 years of age.
- 4.3** Without prejudice to the provisions of point 4.2, Assignees between 14 and 17 years of age may access the Valenbisi System, provided that their parents or legal guardians assume all responsibility arising from any damage caused directly or indirectly by the minor Assignee during the use of the System, in the terms established in these CGAU To do this, they must complete and sign by both parents, the Parental Authorization Form that they will have received by email together with the summary of the transaction, at the end of the procedures to give registration and attach a photocopy of the DNI of all the signatories.

For this, we remind you that to send said request you can do it at the time of registering on the Web [www.valenbisi.es](http://www.valenbisi.es) o App downloading the template and attaching it duly completed.

#### **ARTICLE 5.- AVAILABILITY OF THE VALENBISI SYSTEM.**

- 5.1** The Valenbisi Short Term Subscription is valid for a maximum of 1 (1) and/or SEVEN (7) calendar days from the date of acceptance of the bank operation by the bank of the subscriber and the effective delivery of the Short Term Subscriber subscription.
- 5.2** The Valenbisi Long Duration pass is valid for a maximum of ONE (1) year from its date of issue.
- 5.3** During the validity period of the Valenbisi Passes, in any of its modalities, the Assignee may only use the system for a maximum period of TWENTY-FOUR (24) consecutive hours. Once this period has elapsed, the Assignor may execute the sanctions established in article 12 of these CGAU for Valenbisi Long Duration Subscribers.

In the event of a dispute over the maximum period of authorized use of the bicycle by the Assignee, the data delivered by the Assignor's computer server will prevail.



**5.4** The provision of the System will be limited by the availability of bicycles in each ADA's.

**ARTICLE 6.- HOURLY COST OF USE OF THE SYSTEM, SUBSCRIPTIONS, CARDS, AND COLLECTION.**

**6.1** Hourly cost of using the System

Type of subscription	Price	First 30 minutes	1 hour	2 hour and next
Long term subscription	29,21 €	GRATUITO	0,52 €	2,08 €
Combinated MIBISI (anual)	26,00 €	GRATUITO	0,52 €	2,08 €
Long term subscription for minors	29,21 €	GRATUITO	0,52 €	2,08 €
Long term subscription +55	24,00 €	GRATUITO	0,52 €	2,08 €
Pass for unemployed	20,00 €	GRATUITO	0,52 €	2,08 €
Subscription for companies	26,00 €	GRATUITO	0,52 €	2,08 €
Short term subscription	13,30 €	GRATUITO	1,04 €	3,12 €
Short term subscription	3,99 €	GRATUITO	1,04 €	3,12 €

The Assignee will pay the fees, proportionally to the duration of the journey ("Duration of use"). The price of the System is set and priced per minute, in accordance with current legislation.

The amount of the annual and/or weekly subscription will not be returned, except in those cases duly accredited and upon request by the user (both by telephone and in writing) once they have been analysed and approved by the Assignor.

**6.2** VALENBISI Short Duration Subscription

**6.2.1** VALENBISI Short Duration subscription fee: €13.30.

- The price of each minute, once the first 30 minutes of use have elapsed, will be 1.04 euros/minute. The Assignee will only be charged the amount corresponding to the first minute of said section (that is, the 30th minute), with the Assignor subsidizing the remaining 29 minutes.
- Once the first hour of use of the System has elapsed, the price of each minute will be 3.12 euros/minute. In the same way as in the previous case,

the Assignee will only be charged the amount of the first minute consumed of each one-hour section (that is, only the first minute of the sixty that each one-hour section will be charged), the remaining 59 minutes being discounted by the Assignor.

**6.2.2** Fixed opening fee for the 1-day Short Term Pass: €3.99.

As reflected in section 2.4 of the CGAU, to request the cancellation of a Short-Term Subscription, it will be done by calling (+34) 962 000 339 or at the Customer Service offices.

**6.2.3** The rates detailed in this article may be revised by the Assignor at any time.

**6.3** VALENBISI Long Duration Subscription

**6.3.1** Amount of the VALENBISI Long Duration subscription: 29.21 euros.

**6.3.2** Operating expenses: In the event of effective use of the System, the payment of the amount owed by the Assignee holding the Valenbisi Long Duration Pass will be made at the rate established by the Assignor, by charging the Assignee's bank card to obtain the Valenbisi Pass. Long Term, according to the modalities described in article 2.

If any incident arises at the time of charging the charge accumulated in the customer's account (transaction error with the bank, incorrect bank details, etc.), the Valenbisi account will be automatically blocked. In order for the user to continue using the System, they must unlock their account by updating their bank details through the Web [www.valenbisi.es](http://www.valenbisi.es) or in the App.

The Assignee is obliged to keep the bank details of the card associated with the Valenbisi subscription up to date. In case of non-compliance with this obligation, the Assignee's payment is blocked for security reasons, until the Assignee proceeds to update their bank details again, not being able to demand any type of compensation for this reason.

**6.3.3** It is possible that the secure payment page of your bank indicates a transaction of €2.00, please ignore this message, it is a bank verification, no transaction will be made and if it occurs you can request your return.

**6.3.4** The rates detailed in this article may be revised by the Assignor at any time.

**6.3.5** The first thirty minutes of using the bicycles are free.

**6.3.6** The price of each minute, once the first 30 minutes of use have elapsed,

will be 0.52-euro cents/minute. The Assignee will only be charged the amount corresponding to the first minute of said section (that is, the 30th minute), with the Assignor subsidizing the remaining 29 minutes.

**6.3.7** Once the first hour of system use has elapsed, the price for each minute will be 2.08 euros/minute. In the same way as in the previous case, the Assignee will only be charged the amount of the first minute consumed of each one-hour section (that is, only the first minute of the sixty that each one-hour section will be charged), the remaining 59 minutes being discounted by the Assignor.

**6.3.8** The Valenbisi Long Term subscription can be unsubscribed voluntarily by calling (+34) 962 000 339, by email [valencia.cyclocity.es@jcdecaux.com](mailto:valencia.cyclocity.es@jcdecaux.com) or in person at the SAPIRIS Commercial Gallery, Calle Asturias, 34, 46023 Valencia.

### **6.3 VALENBISI Pass + 55 Years**

**6.3.1** Amount of the VALENBISI+ 55 Years subscription: 24.00 euros.

**6.3.2** Operating expenses: In the event of effective use of the System, the payment of the amount owed by the Assignee holding the Valenbisi Long Duration Pass will be made at the rate established by the Assignor, by charging the Assignee's bank card to obtain the Valenbisi Pass. Long Term, according to the modalities described in article 3.

**6.3.3** The rates detailed in this article may be revised by the Assignor at any time.

**6.3.4** The first thirty minutes of using the bicycles are free.

**6.3.5** The price of each minute, once the first 30 minutes of use have elapsed, will be 0.52-euro cents/minute. The Assignee will only be charged the amount corresponding to the first minute of said section (that is, the 30th minute), with the Assignor subsidizing the remaining 29 minutes.

Once the first hour of system use has elapsed, the price for each minute will be 2.08 euros/minute. In the same way as in the previous case, the Assignee will only be charged the amount of the first minute consumed of each one-hour section (that is, only the first minute of the sixty that each one-hour section will be charged), the remaining 59 minutes being discounted by the Assignor.

### **6.4 COMBINED MIBISI+VALENBISI subscription**

**6.4.1** Amount of the COMBINED MIBISI+VALENBISI season ticket: 26.00 euros.

- 6.4.2** Operating expenses: In the event of effective use of the System, the payment of the amount owed by the Assignee holder of the Combined Valenbisi MIBISI Pass will be made at the rate established by the Assignor, by charging the Assignee's bank card to obtain the Valenbisi Pass. Long Term, according to the modalities described in article 3.
- 6.4.3** The rates detailed in this article may be revised by the Assignor at any time.
- 6.4.4** The first thirty minutes of using the bicycles are free.
- 6.4.5** The price of each minute, once the first 30 minutes of use have elapsed, will be 0.52-euro cents/minute. The Assignee will only be charged the amount corresponding to the first minute of said section (that is, the 30th minute), with the Assignor subsidizing the remaining 29 minutes.
- 6.4.6** Once the first hour of system use has elapsed, the price for each minute will be 2.08 euros/minute. In the same way as in the previous case, the Assignee will only be charged the amount of the first minute consumed of each one-hour section (that is, only the first minute of the sixty that each one-hour section will be charged), the remaining 59 minutes being discounted by the Assignor.

## **6.5 VALENBISI Pass Closer**

- 6.5.1** Amount of the VALENBISI Más Cerca subscription: 24.00 euros.
- 6.5.2** Operating expenses: In the event of effective use of the System, the payment of the amount owed by the Assignee holding the Valenbisi Más Cerca Pass will be made at the rate established by the Assignor, by charging the Assignee's bank card to obtain the Valenbisi Pass. Long Term, according to the modalities described in article 3.
- 6.5.3** The rates detailed in this article may be revised by the Assignor at any time.
- 6.5.4** The first thirty minutes of using the bicycles are free.
- 6.5.5** The price of each minute, once the first 30 minutes of use have elapsed, will be 0.52-euro cents/minute. The Assignee will only be charged the amount corresponding to the first minute of said section (that is, the 30th minute), with the Assignor subsidizing the remaining 29 minutes.
- 6.5.6** Once the first hour of system use has elapsed, the price for each minute will be 2.08 euros/minute. In the same way as in the previous case, the Assignee will only be charged the amount of the first minute consumed

of each one-hour section (that is, only the first minute of the sixty that each one-hour section will be charged), the remaining 59 minutes being discounted by the Assignor.

## **6.6 VALENBISI Companies Subscription**

- 6.6.1** Amount of the VALENBISI Company subscription: 26.00 euros.
- 6.6.2** Operating expenses: In the event of effective use of the System, the payment of the amount owed by the Assignee holder of the Valenbisi Companies Pass will be made at the rate established by the Assignor, by charging the Assignee's bank card to obtain the Valenbisi Long Pass. Duration, according to the modalities described in article 3.
- 6.6.3** The rates detailed in this article may be revised by the Assignor at any time.
- 6.6.4** The first thirty minutes of using the bicycles are free.
- 6.6.5** The price of each minute, once the first 30 minutes of use have elapsed, will be 0.52-euro cents/minute. The Assignee will only be charged the amount corresponding to the first minute of said section (that is, the 30th minute), with the Assignor subsidizing the remaining 29 minutes.
- 6.6.6** Once the first hour of system use has elapsed, the price for each minute will be 2.08 euros/minute. In the same way as in the previous case, the Assignee will only be charged the amount of the first minute consumed of each one-hour section (that is, only the first minute of the sixty that each one-hour section will be charged), the remaining 59 minutes being discounted by the Assignor.

## **6.7 Payment**

All charges associated with the Valenbisi Service will be made on behalf of "Mobiliario Urbano, SLU".

## **ARTICLE 7.- System Schedule.**

The System will be operational 24 hours a day, 365 days a year, except for reasons of force majeure, for maintenance of the System, by decision of the municipal authorities or other public bodies or for any other reason that makes it impossible to use all or part of the System. same.

## **ARTICLE 8.- OBLIGATIONS OF THE ASSIGNEE.**

- 8.1** The Assignee undertakes only to use the Valenbisi Long Duration Pass and the

Valenbisi Short Duration Pass, as well as the User Codes and PIN, to identify themselves to the Assignor or at the TAS to subsequently pick up a bicycle.

- 8.2** The Assignee, in any of the subscription modalities to the system, undertakes to use the bicycle and other elements associated with it, always respecting these CGAU, with the diligence of a "good family man", being responsible for any improper use that may be made of it.
- 8.3** The Assignee agrees to use the bicycle, exclusively, for his own personal movement, being expressly prohibited from transporting other people.
- 8.4** The Assignee undertakes to use the bicycle, exclusively, in the urban area of the municipality of Valencia, on the roads and spaces specifically authorized for it by the Hon. Valencia City Council and in accordance with the rules and requirements established in the current Municipal Ordinances.
- 8.5** The Assignee assumes custody of the borrowed bicycle, forcing himself to put into practice whatever is necessary to prevent its robbery, theft and/or fraudulent use, as well as having the obligation to leave the bicycle properly anchored in the PABs available at the selected ADA, when its use ends.
- 8.6** The Assignee undertakes to return the bicycle in the authorized places and periods of use. The Assignee accepts that the possible charge of €50.00, €100.00 or €150.00 as established in article 12
- 8.7** The Assignor, for just cause, may request at any time the return of the bicycle to the Assignee, who is obliged to return it.
- 8.8** Except for duly justified reasons, the Assignee undertakes to notify the Assignor of the loss, theft, robbery or any other problem related to the use of the Valenbisi season ticket in any of its forms as soon as possible and no later than 24 hours after the events occur. facts, having at your disposal the following options:

- On the telephone number (+34) 962 000 339
- Mail: [valencia.cyclocity.es@jcdecaux.com](mailto:valencia.cyclocity.es@jcdecaux.com)
- At the Customer Service Offices: SAPIRIS Commercial Gallery, Asturias Street, 34, 46023 Valencia.
- RRSS: Facebook and Twitter (@ValenbisiOfi), Twitter (@ValenbisiOfi).

In any case, the bicycle remains under the responsibility of the Assignee, according to the terms of articles 8.5, 8.6 and 10.1 of these CGAU.

- 8.9** The Assignee agrees to use the bicycle in accordance with the traffic regulations and other Municipal Legislation and Ordinances that apply to it, paying special attention

to the regulations regarding driving under the influence of alcoholic beverages and narcotics, said regulations can be found at the website ([www.valenbisi.es](http://www.valenbisi.es))

- 8.10** The Assignee undertakes to leave the bicycle anchored correctly, verifying that the bicycle return operation has been carried out properly in accordance with the provisions of article 3.3.

In the event of an incident in the recognition of the return of the bicycle, the Assignee assumes the obligation to notify the Assignor, within 24 hours of the return of the Station and Parking Point where the bicycle has been anchored, to so that the technical staff can identify the cause of the incident.

During the incident verification process, the user's subscription may remain blocked. Once the technical verification has been carried out by the Valenbisi staff, if the incident has been caused by an error in the operation of the system, the amount generated by the journey will be cancelled in the user's account. Otherwise, the sanctions established in article 12 of these CGAU will be applied.

- 8.11** The Assignee undertakes to notify the Assignor of any change in relation to its issuing Bank of the card associated with its Valenbisi subscription. To do this, you must access the Valenbisi website [www.valenbisi.es](http://www.valenbisi.es) to the "My Account" section, and update and save the data in the system.

- 8.12** The Assignee undertakes to send to the Transferor all the documentation requested by the latter, within the first six months of its request, in order to process any type of incident that may arise with the System.

- 8.13** The Assignee is recommended to use a helmet and retro-reflective vest, duly approved for this purpose, for more information on traffic regulations consult the website of [www.valenbisi.es](http://www.valenbisi.es).

- 8.14** The Assignee assumes and accepts that the bicycle, App and Web is an advertising element that can be the object of advertising exploitation.

- 8.15** In order to make the System more accessible to other users, the Assignee undertakes not to have the bicycle for more than 24 consecutive hours. For these purposes, once 24 hours have elapsed (time counted from the time and date of rental registered in the system management program in the Valenbisi Long Duration Pass, Valenbisi Pass and Valenbisi Short Duration Pass), it will be considered that the Assignee is making an improper use of the System, moment from which the Assignor will carry out the appropriate checks and verifications, taking into effect, where appropriate, the sanctions established in article 12, prior communication to the Assignee.

- 8.16** The Assignee undertakes, in the event of an incident with the anti-theft device, to deliver the key within 3 days following the mishap at the Customer Service Offices, SAPIRIS Commercial Gallery, Calle Asturias, 34, 46023 Valencia. Otherwise,

the sanctions established in article 12 of these CGAU will be applied.

The key can be delivered in person at the office or by sending it by certified mail; the cost paid by the user for said key will be returned through credits on their Valenbisi card to be used on journeys longer than 30 minutes, automatically, without the user having to carry out any procedures.

## **ARTICLE 9.- RESTRICTIONS ON THE USE OF THE SYSTEM.**

### **9.1 The Assignee is expressly prohibited from:**

- Lending, renting, or assigning, in any way, the free use, or not, of the bicycle, owned by the Assignor, to third parties.
- Lending, renting, or transferring your Valenbisi Long Duration Pass and Valenbisi Short Duration Pass.
- Making fraudulent use of the bicycle, the elements associated with it, the System or any of the Subscriptions.
- Carry out any alteration, disassembly and/or total or partial manipulation of the bicycle, of the elements associated with it, and of the System.

### **9.2 The Assignee is authorized to use the bicycle and other elements associated with it according to the terms provided in these CGAU as long as it is used properly, excluding, by way of example and not limitation:**

- Any use that is not in accordance with traffic regulations and other laws and municipal ordinances.
- Any use on land or in inappropriate conditions or of a nature capable of damaging the bicycle.
- The transportation of any passenger is in any way.
- Any use of the bicycle that may endanger the Assignee, third parties or may cause damage to any type of property.
- In general, any abnormal or inappropriate use of the bicycle.

### **9.3 In order to avoid damage to the structure, the bicycle must not be loaded with a weight greater than 120 Kg. Likewise, the weight of the load in the basket may not exceed 8 Kg.**

### **9.4 It is expressly forbidden to carry any animal in the basket, as well as to carry them tied to the bicycle.**



## **ARTICLE 10.- RESPONSIBILITIES AND DECLARATIONS OF THE ASSIGNEE.**

**10.1** During the use of the bicycles of the System, the Assignee is solely responsible for the damages that may be caused to the bicycle that he has for rent and the damages generated by the bicycle for rent to third parties, animals, people, and any type of public property. or private, caused by the normal or abnormal use of the bicycle and even when its use exceeds the maximum duration of use established in these CGAU, in the event of late return by the Assignee.

**10.2** In the event of the disappearance of the bicycle, for which the Assignee is solely responsible, the Assignee has the obligation to notify the Assignor of the disappearance, as defined in article 8.8 of these CGAU, within the periods and places provided for that purpose in the aforementioned article, leaving the bicycle under his full and entire responsibility until that moment. For these purposes, the bicycle will be considered missing one week after the rental time and date registered in the Valenbisi Long Duration Pass and Valenbisi Short Duration Pass system management program. After the appropriate checks and verifications by the Assignor, said disappearance will be communicated to the Assignee, for his knowledge and effects, who will have three calendar days to make allegations that will be duly assessed with the rest of the verified and verified information. Once said period has elapsed, the Assignor will be empowered to execute the sanction in article 12 of these CGAU for Valenbisi Long Duration Subscribers.

**10.3** In the event of an accident and/or incident, whatever the cause, including those of a mechanical nature that affect the bicycle, the Assignee has the obligation to communicate the facts within the established deadlines and through any of the available communication channels. , in accordance with the provisions of article 8.8 of these CGAU The bicycle will remain under the responsibility of the Assignee until its anchorage in a PAB's of any of the ADA's that are part of the system or until its delivery to an authorized person by the Assignor.

**10.4** In the event of an accident, if the user cannot travel to the Customer Service Office, they can send the documentation by email ([valencia.cyclocity.es@jcdecaux.com](mailto:valencia.cyclocity.es@jcdecaux.com)) or by certified mail to the Customer Service Office; SAPIRIS Commercial Gallery, Asturias Street, 34, 46023 Valencia; The cost paid by the user to send said documentation will be returned through credits on their Valenbisi card to be used on journeys longer than 30 minutes, automatically, without the user having to carry out any procedures.

**10.5** The Assignee declares that all the information contained in these CGAU is accurate, that he knows and accepts it.

## **ARTICLE 11.- RIGHTS RESERVED TO THE ASSIGNOR.**

**11.1** The Assignor reserves the right to deny or withdraw access to the System to any person who does not meet or violates any of the conditions established in these

CGAU.

**11.2** The Assignor reserves the right to withdraw access to the System and/or the bicycle to the Assignee, temporarily or permanently, at any time, in the event that the latter does not respect the CGAU or when the Assignor can deduce from the circumstances that occurred in a given incident, that the Assignee has breached its obligations, without prejudice to the possible claim for compensation that may be applicable to the Assignee, in accordance with current legislation and the provisions of article 12 of these CGAU

**11.3** The Assignor will be excluded from any type of liability for the breach that the Assignee makes of the provisions contained in these CGAU.

**11.4** Without prejudice to the sanctions established in article 12, the Assignor may file the legal actions it deems appropriate to defend its interests, in order to claim from the Assignee not only all or part of the amount of the bicycle and the other constituent elements of the System, in cases of loss, manipulation, total or partial deterioration, or any other damage that prevents the use of the bicycle, of any element of the Valenbisi System, but also all those that arise as a result of incorrect or fraudulent use, due to negligence carried out by the Assignee or due to lack of diligence on his part.

#### **ARTICLE 12.- PUNISHABLE CONDUCT.**

The sanctions will apply to any of the Valenbisi System Subscription modalities.

The amount corresponding to each sanctionable event will be payable at first instance by the Assignor in the event that the Assignee is found to be in breach of its obligations, within the framework of the CGAU of the System, as well as the Municipal Ordinances and other applicable regulations.

In the event of non-compliance by the Assignee with these CGAU, the Assignor will apply the sanctions established for each of the situations, and in some cases one or more sanctions may be applied for the same event:

1. Disappearance, robbery, theft, of the bicycle: €150.00.
2. Total or partial deterioration of the bicycle: €150.00.
3. Delay in the return of the bicycle due to violation of article 8.6, the Assignee will have the power to charge the amount of the penalty, according to the table indicated below:

Delay in the return of a bicycle for a period ranging from 24 to 48 hours, counting from the day and time the rental begins.	€50.00
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Delay in the return of a bicycle for a period ranging from 48 hours to the fifth day, counting from the day and time the rental begins.	€100.00
Delay in the return of a bicycle during the sixth and seventh days, counting from the day and time the rental begins.	€150.00

**4. Disappearance of the bicycle due to violation of article 10.2.**

- If the disappearance occurs once a year, the Assignor will be entitled to apply a penalty amounting to 150.00 euros.
- If the disappearance occurs two or more times a year, the Assignor will be entitled to definitively remove the Assignee from the System, in addition to applying a penalty amounting to 150.00 euros.

**5. In case of loss, damage to the anti-theft system or loss of key: €10.00**

**6. Fraudulent use of the System: Automatic expulsion from the System indefinitely.**

**7. Damage to any of the elements that are part of the System: Automatic expulsion from the System indefinitely.**

**8. Lend, rent, assignor make fraudulent use of the Valenbisi Short Duration and Valenbisi Long Duration Subscriptions: Temporary withdrawal from the System for one month. The reiteration of this behaviour will imply the automatic expulsion of the same.**

**9. Behaviours or attitudes of contempt for the personal and/or professional dignity of personnel assigned directly or indirectly to the Valenbisi System: Immediate temporary dismissal from the System for ONE (1) month. The reiteration of this behaviour will imply the automatic expulsion of the same indefinitely.**

**10. For the breach of the rest of the CGAU, the immediate temporary withdrawal from the system will be determined for ONE (1) month, the reiteration of this conduct or another that implies the breach of the CGAU will lead to the automatic withdrawal of the same.**

**ARTICLE 13.- MODIFICATION OF THE PRESENT CGAU**

The Assignee of the System will be informed of any modification of these CGAU, by means of an announcement in the TAS and/or on the website [www.valenbisi.es](http://www.valenbisi.es) as well as via email.

**ARTICLE 14.- ACCESSORY BENEFITS.**

Civil Liability and Accident Insurance for a private bicycle through Valenbisi

All those long-term subscribers who wish to do so will have the option of signing up for Civil Liability and Accident insurance jointly, for all the bicycle trips they make in the city.

#### **ARTICLE 15.- DATA PERSONAL PROTECTION.**

As part of the Valenbisi service, users' personal data are processed in accordance with the Privacy and Cookies Policy available on the website and the corresponding applications.

#### **ARTICLE 16.- WITHDRAWAL**

The assignee may withdraw from this contract within 30 calendar days following the date of registration or renewal, without incurring any cost.

#### **ARTICLE 17.- CONFORMITY AND ACCEPTANCE OF THE CGAU**

The Assignee gives its total and full agreement, expressly and without reservation accepting the content of these GCAU. In the event of non-compliance with these CGAU, the user account may be blocked.

#### **ARTICLE 18. - CONFORMITY AND ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS OF USE.**

The Transferee gives its full and complete conformity, accepting expressly and without reservation the contents of the present C.G.A.U. In case of non-compliance with the present C.G.A.U., the user account may be blocked.