

VÉLIB'® - GENERAL CONDITIONS OF ACCESS & USE By ANNUAL SUBSCRIBERS

■ ARTICLE 1 - PURPOSE OF VÉLIB'®

1.1 Vélib'® is a self-service bike hire system (the "Service") proposed by the City of Paris (the "City") and entrusted to SOMUPI (the "Service Provider").

1.2 CONTACT DETAILS OF VÉLIB'®:

- address: Vélib' – TSA 900003 – 78378 Plaisir CEDEX
- call centre:
 - 01 30 79 79 30
 - opening times:
 - Interactive Voice Response (IVR): 7/7 and 24/24
 - Operators: Monday to Friday 8 a.m. to 10 p.m., Saturday 9 a.m. to 10 p.m., and Sunday 9 a.m. to 7 p.m.
- email: via the website www.velib.paris.fr
- website: www.velib.paris.fr

1.3 Contact details of the Service Provider

JC Decaux SA
17 rue Soyer
92523 Neuilly-sur-Seine Cedex
RCS (business registration No.): 307 570 747 Nanterre

■ ARTICLE 2 - STRUCTURE OF VÉLIB'®

2.1 The Service is made up of stations (the "Stations"), each having:

- either both a reception terminal (the "Terminal") and bicycle locking posts assigned to the Service (the "Locking Posts"), the station then being a "Standard" station;
- or Locking Posts only, the station then being a "Streamlined" Station.

2.2 Each Terminal has multiple functions, enabling users:

- to identify themselves;
- to choose bikes using a specific screen, a specific keypad, and a specific contactless pass reader (the "Vélib'® Reader");
- to access information about their accounts;
- to contact the call centre;
- when returning a bike, to obtain fifteen minutes of additional free use if the station is full;
- to consult the state of fullness of the neighbouring stations;
- to credit their 1-year Vélib'® accounts;
- to declare they have returned a bike;
- to print out a certificate evidencing the return; and
- to consult the present General Conditions.

2.3 Each Locking Post enables one bike to be locked; it is numbered for identifying and choosing the bike. It is equipped with a Vélib'® Reader.

■ ARTICLE 3 - AVAILABILITY OF VÉLIB'®

3.1 The annual subscription is valid for one year.

3.2 During this Period of Validity, the User may use the Service continuously only for a maximum period of 24 consecutive hours (the "Authorised Continuous Period of Use"). In the event of dispute about the Period of Use of the Bike by the User, only data issued by the computer server of the Service shall be valid evidence.

3.3 The Service is accessible, subject to Bikes being available in each Station, 12 months a year, 7 days a week without interruption, except in cases of *force majeure* or of orders being issued by the competent authorities totally, partially, temporarily, or permanently restricting the use of one or more stations or cycle traffic within the territory in which Vélib'® is located.

■ ARTICLE 4 - PRACTICALITIES OF ACCESSING VÉLIB'®

4.1 ACCESS

(1) Subscription is available:

- on the website www.velib.paris.fr
- by sending a request to Vélib'® or from temporary Vélib'® reception points.

(2) On taking out their subscription, the User can choose between three types of medium to which the subscription is attached: 1-year Vélib'® Card, Vélib' Express Card, or NAVIGO © Pass¹.

(3) If the User chooses the 1-year Vélib'® Card, it is sent to them after validation of the subscription. The subscription that is attached to it is valid for 1 year as of the day they receive the card, accompanied by the letter confirming their subscription.

(4) If the User chooses the NAVIGO © Pass as the means for identifying themselves to the Service, the subscription is valid for 1 year as from the day they receive the letter confirming their subscription.

(5) If the User chooses the Vélib' Express Card, they should fill in the corresponding subscription application, on the website www.velib.paris.fr, and then identify themselves at a terminal when they first use the Service. The subscription is valid for 1 year as of the day on which it is paid.

¹ NAVIGO© is an STIF (Paris Region Transport Authority) trademark

(6) If the User is a minor or is entitled to a preferential rate provided for in Article 7.1 of the present General Conditions, access to the Service is suspended until Vélib'® receives the documentary evidence required at the time of the subscription application. The subscription is valid for 1 year as of the day of reception of the letter confirming the subscription.

7. If the User is entitled to the "Youth" rate specified in Article 7.1 of the present General Conditions, access to the Service depends on the type of subscription medium chosen by them. The advantages of all kinds related to their category (Youth) shall be activated as of reception of the related documentary evidence, without the date of such reception having any effect on the date of expiry of their annual subscription. The User shall be informed in parallel by mail that their subscription has switched to the Youth rate.

8. After their subscription has been confirmed by Vélib'® and before their first use, the User must activate their Vélib'® account by identifying themselves at a Terminal.

9. When they take out their subscription by mail, the customer has a cooling-off period of two (2) weeks within which they may change their mind, as of receiving the subscription card or as of the day they receive confirmation of their subscription. When they take out their subscription over the Internet, the customer has a cooling-off period of two (2) weeks within which they may change their mind, as of the day they take out the subscription. The customer may indicate their desire to change their mind by email or by mail. This cooling-off period ends as of the first use of the subscription at a station, even if the full two weeks have not elapsed.

4.2 TAKING OUT A BIKE FOR 1-YEAR VÉLIB'® CARD HOLDERS, VÉLIB' EXPRESS CARD HOLDERS, OR NAVIGO © PASS HOLDERS

(1) The User takes a Bike off its Locking Post, by placing their Card on the Vélib'® Reader.

(2) The User may also show their Card to the Vélib'® Reader of the Terminal. The User enters their Vélib'® Secret Code on the keypad of the Terminal, and a message asks them to choose from a list the number of the Locking Post on which the Bike they want to use is stored, subject to a sufficient stock of Bikes being available at the time.

(3) The User has 60 seconds to press the button on the chosen Locking Post, and then 5 seconds to take the Bike off after having pressed the button on the Locking Post (the light-emitting diode (LED) changes from green to amber when the User presses the button, and then flashes green during the take-off operation; 2 beeps are

emitted when the latch is opened); failing which the Locking Post locks again automatically; the User then has to redo the procedure described in Article 4.2 (1) or (2).

(4) A long-term subscriber may access the Vélib' ® Service so long as the balance of their Vélib' ® account is greater than or equal to €0. If the balance of their Vélib' ® account is less than €0, their account should be credited:

- either by cheque, made out to Vélib', with the Vélib' ® subscriber number being specified on the back of the cheque;
- or by bank card via the "My Account" section of the website www.velib.paris.fr
- or else by bank card, "Moneo" or "Moneo vert" electronic purse, on a Terminal.

4.3 FOR RETURNING THE BIKE:

The User must relock the Bike to a Locking Post whose LED is green. A double beep is emitted and the light-emitting diode of the Locking Post goes from amber to green, confirming that the Bike has been returned properly. If the Bike is not locked, the LED goes red and the Locking Post emits a succession of short beeps. That means that the operation of returning the Bike has not been properly recorded by the Service, even if the Bike appears to be mechanically fastened. The User must then repeat the operation until the Bike is properly locked, indicated by the LED going from amber to green and by two successive beeps. A non-locked Bike remains the User's responsibility.

4.4 RED LIGHT ON RETURN:

(1) If the LED of the Locking Post is red when the bike is returned, the User should:

- either contact the Call Centre (by phone or via the terminal) within 48 hours to identify the origin of the incident;
- or identify themselves on the terminal in order to make a manual declaration of return of the Bike, enabling them to confirm the time at which they returned their Bike, if a technical problem is identified by the station.

If the anomaly is established by the Vélib' computer system, the amount for the journey shall be refunded to the User. If no anomaly is detected, the Bike remains under the User's responsibility, and the penalties specified in Article 8.4 shall apply, as shall any applicable penalties specified in Article 11.1.3.

(2) If the chosen Station does not have any Locking Post available, the User may obtain an additional time credit of 15 minutes known as "VIA", by showing their 1-year Vélib' ® Card, their Vélib' Express Card, or their

NAVIGO © Pass to the Vélib' ® Reader of the Terminal;

(3) After returning the Bike, the User has 15 minutes to print out a certificate attesting that the Bike has been properly returned by identifying themselves at the Terminal. The certificate of return shall constitute valid evidence in the event of dispute.

4.5 SUCCESSIVE USES

For each hire for a minimum period of 2 minutes, the Service may be used again only after a waiting time lying in the range 2 minutes to 10 minutes.

■ ARTICLE 5 - RENEWAL OF SUBSCRIPTION

5.1 Time limits

Subscribers may renew their subscription up to 12 months after their current subscription expires.

5.2 Procedure

(1) The User may, by going to the section "My Account" of the website www.velib.paris.fr

- Either register their renewal application;
- Or, if they have chosen a bank card or a direct debit authorisation as their means of payment, and at any time up to three (3) days before expiry, opt for automatic renewal of their Vélib' ® subscription. When they have chosen such means of payment, Vélib' ® will remind the User by email that their subscription is going to expire, thirty (30) days before it does.

5.3 By renewing their subscription, the User can keep all of their credits, debits, and bonuses (cf. Article 7.5).

5.4 Beyond the time limit specified in Article 5.1 above, any credit remaining in the Vélib' ® account shall be refunded to the User provided they so request within 12 months after the date of the end of the subscription. The User should send a refund request and their current contact details (postal address, Vélib' ® identifier) to Vélib' ® by mail. The refund will be by cheque made out to the User. Any debits remain payable and should be paid even if a new subscription is taken out.

■ ARTICLE 6 - VÉLIB' ® USERS

6.1 Vélib' ® Subscriptions and the associated Secret Codes are strictly personal and enable the User to take out, use, and return a Bike on the conditions described in the present document.

6.2 The Service is accessible, subject to the provisions of Articles 4.1 and 4.3 above and of Article 8 below, to persons holding the following cards:

- (1) 1-year Vélib' ® Card issued by the Service Provider;
- (2) Vélib' Express Card distributed through partner points of access;
- (3) NAVIGO © Pass associated with a valid Vélib' ® subscription.

■ ARTICLE 7 - PRICE CONDITIONS

7.1 PRICE OF THE SUBSCRIPTION

TYPES OF SUBSCRIPTION	RATES
Vélib' Classic 30 minutes free per journey	€29
Vélib' Passion 45 minutes free per journey	€39
Youth 45 minutes free per journey	€29
Preferential rate 45 minutes free per journey	€19

To evidence their entitlement when applying for their subscription, young people

- under 27 years old (Youth rate) shall supply a photocopy of both sides of a currently valid ID document;
- grant holder/scholarship holder (preferential rate) shall, in addition, supply a specific certificate evidencing the grant/scholarship received.

7.2 HOURLY RATE FOR USING THE SERVICE (EXCLUDING THE SUBSCRIPTION CHARGE)

7.2.1 VÉLIB' 30 FREE MINUTES SUBSCRIPTION

1 st half-hour	2 nd half-hour	3 rd half-hour	4 th half-hour and any others
free	€1	€2	€4

7.2.2 VÉLIB' 45 FREE MINUTES SUBSCRIPTION

45 first minutes	Additional half-hours		
	1st	2nd	3 rd and any other half-hours
free	€1	€2	€4

7.3 The User pays the price of the Service in proportion to the period of use of the Service (the "Period of Use"). Any half-hour of use of the Service begun beyond the initial free period is invoiced in full. The unit amount for each journey made by a User is limited to a maximum sum of thirty-five (35) euros, in compliance with the authorised period of continuous use.

7.4 PAY JOURNEY STATEMENTS

At the end of every month, a statement of pay journeys (the "Pay Journey Statement") for each User is accessible in PDF® format in the "My Account" section of the website for a period of 4 months. If they wish to dispute/make a complaint about any of the journeys, the User should indicate the corresponding journey number, in order to enable the Bike pick-up and drop-off places and times to be

identified. The certificate of return (cf. 4.4(3)) constitutes the sole valid evidence that the Bike has been properly returned.

7.5 BONUS STATIONS

(1) Signage: the "Bonus Stations" are indicated by a specific logo "V+ Bonus" situated at the tops of the Terminals.

(2) Operation:

- any User starting from a Station not indicated as being a "Bonus Station" and who drops a Velib' ® Bike off at any one of the stations indicated as being "Bonus Stations" enjoys a time credit of 15 free minutes known as "V+ Bonus". A single journey may not lead to acquisition of more than one "V+ Bonus" time credit.
- once acquired, a "V+ Bonus" is automatically used if a journey lasts more than 30 minutes or more than 45 minutes, depending on the subscription. A "V+ Bonus" may be acquired and used in the same journey if that journey is to a Bonus Station and if it lasts more than 30 minutes or more than 45 minutes, depending on the subscription.
- "V+ Bonus" time credits are cumulative. The User may use several "V+ Bonus" credits in succession during the same journey.
- "V+ Bonus" time credits are indivisible: any "V+ Bonus" begun may not be used during a second journey that is longer than 30 minutes or then 45 minutes, depending on the subscription.
- "V+ Bonus" time credits are neither transferable nor refundable. They are kept if the User re-subscribes within the 12 months that follow expiry of their preceding subscription.

(3) Consultation:

Each journey that has resulted in acquisition or use of a "V+ Bonus" time credit is indicated on the Pay Journey Statement described in Article 7.4.

The "V+ Bonus" balance is also consultable in the "My account" section that is available on the Website or on the Terminals.

7.6 The rates and prices itemised in the present article are valid as from 28 April 2011. They may be revised by decision of the Paris City Council. Customers will be informed of any new rates before they come into effect. New subscription rates shall not apply to subscriptions that are in progress at the date on which the new rates come into effect.

■ ARTICLE 8 - OBLIGATIONS OF THE USER

8.1 The User undertakes to use only their 1-year Vélib' ® Card, their Vélib' Express Card, or their NAVIGO © Pass to identify themselves at a Station or with the Service Provider, and to take out a Bike.

8.2 The User undertakes to use the Service as a normally cautious, diligent, and informed person, and in compliance with the present general conditions.

8.3 The User assumes custody of the Bike that they have taken out. They should avoid damage, destruction or disappearance thereof. They should systematically lock the locking system of the Bike around something that is fixed whenever they leave their Bike elsewhere than in a Station. Failing which, the Bike shall be considered as not having been made secure.

8.4 The User undertakes to take out and to return the Bike within the time limits of the Authorised Period of Continuous Use. The User accepts in advance that any defaulting on this obligation shall entitle SOMUPI to debit directly a flat penalty of no more than €150, the final amount of which shall be set on the terms and conditions provided for in Article 11.

8.5 If it is established that the Bike is being used contrary to the provisions of above Article 8.2, the User undertakes to return the Bike at any time, on the first demand from the Service Provider or from its representatives.

8.6 The User undertakes to inform the Service Provider as quickly as possible of any loss, any theft, or any other problem relating to the Bike and/or to the use of the 1-year Vélib' ® and Vélib' ® Express Cards, or to the use of the NAVIGO © Pass associated with a Vélib' ® subscription, and to do so no later than 24 hours after the event occurs, by contacting the call centre, either by dialling 01 30 79 79 30, or from the Terminal, the Bike remaining, in any event, under their responsibility on the terms of the Articles 8.3 and 10.1.

8.7 CHANGE OF SUBSCRIPTION MEDIUM DURING THE SUBSCRIPTION

(1) In the event of loss, theft, or change of NAVIGO © Pass and in order to ensure continuity of access to the Service, the User shall inform Vélib' of the new serial number of their Pass.

(2) If they wish to switch from a 1-year Vélib' ® Card to a NAVIGO © Pass for identifying themselves to the Vélib' ® Service, the User should inform Vélib' ® of the serial number of their NAVIGO © Pass. Such transfer is free of charge.

(3) If they wish to switch from a NAVIGO © Pass to a 1-year Vélib' ® Card, the User should send their request by mail to Vélib' ®. An amount of €5 shall then be debited from their Vélib' account.

8.8 Annual subscribers are solely liable for updating their personal contact details and for any damaging consequences that might result from failure to disclose any change relating to those details.

■ ARTICLE 9 - RESTRICTIONS ON THE USE OF VÉLIB' ®

9.1 The User may not lend, hire out, or transfer/sell their 1-year Vélib' ® and Vélib' Express Cards, which are the property of SOMUPI, or their NAVIGO © Pass associated with the Vélib' ® Service and/or may not use them in any manner other than that provided for in the present General Conditions.

Any 1-year Vélib' ® Card lost or rendered unusable through the fault of the User shall be replaced, at the request of the User, only after the User has paid to the Service Provider a flat amount of €5 debited from their Vélib' ® account.

Any user credit recorded at the time of the loss or of the establishment of defectiveness of a 1-year Vélib' ® Card or of a NAVIGO © Pass associated with a 1-year Vélib' ® subscription remains credited to the User.

9.2 It is expressly forbidden for the User to enable in any way whatsoever any third parties whomsoever to use the Bike, which is the property of SOMUPI, free of charge or otherwise, .

9.3 Access to the Service is also open to minors aged 14 and upwards; their subscriptions shall be taken out by or under the responsibility of their legal guardians and in compliance with Article 9.5 below.

9.4 The User is authorised to use the Bike on the terms of the present General Conditions provided that they make sensible use of it, which excludes, in particular:

- any use contrary to the provisions of the applicable road safety regulations, and in particular to the provisions of the French highway code;
- any use on terrain or under conditions that might damage the Bike;
- carrying any passenger whomsoever in any way whatsoever;
- any use of the Bike that might endanger the User or third parties;
- any dismantling or attempted dismantling of the entire Bike or of some part thereof; and
- more generally, any abnormal use of a bike.

9.5 Access to the Service is prohibited to any minor under 14 years of age, accompanied or otherwise. Like any other user of the Service, a minor over 14 must be in possession of a valid personal card.

9.6 The Bike cannot withstand a total load in excess of 120 kg. The basket cannot withstand more than 8 kg.

9.7 The City and the Service Provider have put in place internal processing relating to risk prevention, authorised by France's Data Protection and Civil Liberties Authority (CNIL), and excluding high-risk persons from the Service for a period of as long as 5 years. Persons on that list may exercise a right

of access, of rectification, and, where applicable, of objection to appearing in that processing for legitimate reasons, by contacting Velib' ® (contact details in Article 1 of the present General Conditions).

■ ARTICLE 10 - LIABILITIES & DECLARATIONS OF THE USER

10.1 The User is solely and fully liable for damage caused by the use made of the Bike throughout the Period of Use, including when that period exceeds the Authorised Period of Continued Use when the User is late returning the Bike.

10.2 The parents or legal representatives of any minor subscribing to the Service shall be held liable for any damage caused directly or indirectly by the minor resulting from the use of the Service.

10.3 Any hire in excess of 24 hours (starting from the time at which the Bike is taken out) is deemed to be a case of the Bike having disappeared, until the Bike is found again.

10.4 In the event that the Bike for which they are responsible disappears, the User has the obligation (cf. Article 8.6) to report the disappearance to the Service Provider at 01 30 79 79 30 within 24 hours following the initial hire and within 48 hours of declaring the theft to the Police services, the Bike remaining under their full responsibility until a copy of the declaration of theft has been passed on to the Service Provider.

10.5 In the event of an accident and/or of an incident involving the Bike, the User has the obligation (cf. Article 8.6) to report the events within the time limits and at the number mentioned above. The Bike remains under their responsibility either until it is locked to a Locking Post, or until it is handed over in person to a representative of the Service Provider. Failing which, the User should make the Bike secure by using the bicycle lock incorporated into the Bike.

10.6 The User declares that they are capable of using a Bike and that they have the physical condition appropriate to such use.

10.7 Since the Bike is placed under the User's responsibility (cf. Articles 8.3 and 10.1), it is recommended that, before the User actually uses the Bike they have taken out, the User should make an elementary check of the visible main operating elements, and in particular (without this checklist being limiting) check that:

- the saddle, pedals, and basket are properly fastened to the Bike;
- the bell, brakes, and lights are in good working order;
- the frame and the tyres are in a good general state; and
- the bicycle lock key is present.

10.8 It is also recommended that User should:

- adjust their braking distance in bad weather;
- adjust the height of the saddle to suit their morphology;
- wear an approved helmet and suitable clothing; and
- in general, keep the French highway code that is applicable at the time of the use of the Service by the User (e.g. complying with traffic lights, not riding on the pavement, etc.).

10.9 The User declares that all of the information concerning them is exact, and in particular that they satisfy the conditions required in Articles 4.1 and 9.6, and that they are indeed the holder of a third-party (civil liability) insurance policy.

■ ARTICLE 11 - PENALTIES

11.1 AMOUNTS AND TERMS

(1) On taking out their subscription, and in order to set up a guarantee that may be collected in full or in part by the Service Provider in the following limiting cases and on the following limiting conditions: damage, fraudulent use, incorrect locking (cf. Article 4.3 (1) and (2), non-return and/or disappearance of the Bike that is under the User's responsibility, the User fills in the bank card section of the form or gives the Service Provider a direct-debit authorisation with a ceiling of €150 or a cheque for €150 (not cashed).

(2) The corresponding amount of the penalties (cf. Article 11.1(3)) is payable at the first request of the Service Provider, in the event that the User defaults on their obligations under the present General Conditions.

(3) The type and/or the amount of the penalties owed to the Service Provider by the User in the event that the User defaults is/are established as follows (cf. Articles 4.4, 7.4, 10.3 and 10.4 of the present General Conditions):

- theft of the Bike with the lock being damaged or with violence: €35 (the receipt for the declaration made at the police station constituting valid evidence);
- disappearance of a Bike for less than 48 hours as from the start of the hire: €75
- disappearance of a Bike for less than 7 days as from the start of the hire: €100
- disappearance of the Bike for 7 days and beyond: €150
- repairs of damage suffered by the Bike and attributable to the User: flat amount depending on the degree of damage.

11.2 When the guarantee (deposit) is established by cheque, and when a Bike disappears or is stolen, the Service Provider cashes the amount for which the User has given their prior authorisation to debit by way of guarantee, and refunds the

User within a reasonable time frame any surplus amount relative to the amounts defined in Articles 11.1 (3). After all or some fraction of the initial guarantee deposit has been called up, a holder of a 1-year Velib' ® subscription shall re-establish a guarantee deposit of €150 in order to be allowed to use their subscription again.

11.3 The user undertakes to report any change in their relations with the bank whose contact details have been given for the purposes of the present General Conditions that might, during the Period of Validity, affect proper processing of the direct-debit authorisation granted by the said bank or proper cashing of the guarantee deposit cheque.

■ ARTICLE 12 - DATA PROCESSING AND CIVIL LIBERTIES

The Service Provider, who is responsible for processing data, implements automated processing of data of a personal nature for managing the users of the Velib' ® self-service bikes of the City.

The data collected is essential to such processing and is used by the relevant departments of the Service Provider, of its subsidiary Cyclocity, of any subcontractors it might use, and of the City.

Pursuant to the French Data Protection and Civil Liberties Act ("*loi Informatique et Libertés*") of 6 January 1978 as amended, the Customer has the right to interrogate, access, rectify, and object to for legitimate reasons all of the data concerning them, and may exercise that right by mail to JCDecaux France, Direction Juridique - Correspondant Informatique et Libertés, 78378 Plaisir Cedex, while enclosing a copy of some ID.

Use of the NAVIGO © Pass is limited merely to reading the manufacturer's serial number. No other data appearing on the passes is read, recorded, or processed by the Velib' ® system.

■ ARTICLE 13 - SETTLEMENT OF DISPUTES

To make a complaint, the User may write to Velib' either by using the form provided for that purpose on the website www.velib.paris.fr, or by letter sent to the address indicated in Article 1.2 of the present General Conditions. To this end, the User has a time limit of six (6) months as from the event in dispute.

If the User does not consider the final reply from Velib' to be satisfactory, the possibility of ultimate out-of-court remedy is available to them if they write to the Médiateur Vélos en Libre Service JCDecaux (JCDecaux Self-Service Bike Mediator). To that end, the User should send the full case file to the following address: Velib' Médiateur 17, rue Soyer 92200 Neuilly-sur-Seine

The present General Conditions are governed by French Law. Any dispute relating to performance of them and of any follow-on documents shall be referred to the jurisdiction of the competent courts of Paris to which the Parties expressly assign competence,

including for summary proceedings, joinder or impleader type proceedings, and proceedings with more than one defendant.

**■ ARTICLE 14 - AMENDMENTS TO THE PRESENT GENERAL
CONDITIONS OF ACCESS AND USE**

Users shall be informed systematically of any amendment to the present General Conditions of Access and Use by them being posted on the Vélib' ® screens of the Terminals and on the website www.velib.paris.fr.