

VÉLIB'® - GENERAL CONDITIONS OF ACCESS & USE BY SHORT-TERM USERS

■ 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 90003 – 78378 Plaisir CEDEX
 - call centre:
 - +33 (0)1 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 and the section "my contact"
 - website: www.velib.paris.fr
- 1.3** Contact details of the Service Provider
JCDecaux 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 screen, a keypad, and a 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 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 short-term ticket (the "Ticket") issued to the User has two maximum possible periods of validity (depending on the User's choice) as from acceptance of the transaction by the bank of the holder of the bank card: 24 hours or 7 days.
- 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)** To buy a Ticket, a new user chooses either to go to a Terminal, or to go onto the website www.velib.paris.fr from the place of their choice, and in particular from one of the partner points (hotels, tourist offices, public transport operators, etc.).
- (2)** On the Terminal, the user selects the section "Buy a Ticket" and then "Type" and finally "Ticket" or "NAVIGO © Pass ¹".
- (3)** On the website, the new user chooses a Ticket and the date on which they intend to activate their short-term Ticket, within the limit of two weeks as from the purchase on the Website.
- (4)** The User acquaints themselves with and validates the terms of direct debit.
- (5)** A message asks the User to acquaint themselves and to accept the General Conditions of Access and Use (GCAU) governing access to and use of the Service, by pressing the "V" key on the keypad (GCAU also available on request from Vélib'® and on www.velib.paris.fr). If they do not accept the

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

conditions, the user may not continue with their request.

- (6)** The User grants to the Service Provider, after approval from their bank, a direct debit pre-authorisation for an amount of €150 and for a maximum time of two weeks:
- On the Terminal, by inserting their bank card in the Card Reader and by entering the associated PIN.
 - On the website www.velib.paris.fr, by filling in the fields relating to their bank card. For Visa Electron and Mastercard Maestro cards, the attached account will be temporarily debited by the User's bank for the flat amount of €150.
- (7)** The User chooses their own 4-figure secret code (the "Secret Code") that is strictly personal and confidential and that is re-usable throughout the period of validity of the Ticket.
- (8)** The Terminal prints out a bank receipt approved by the Economic Interest Group (GIE) *Carte Bancaire*, bearing the number of the Ticket and the date and time of the transaction, the amount of the pre-authorisation, and the date on which the validity of the subscription expires.
- (9)** On the website www.velib.paris.fr, the User acquaints themselves with their access number giving access to the Service: printable document. The website www.velib.paris.fr prints out a printable PDF document (bank receipt approved by *Carte Bancaire*) bearing the number of the Ticket and the date and time of the transaction, the amount of the pre-authorisation, and the date on which the validity of the subscription expires. If the User has chosen to activate their Vélib'® subscription on a NAVIGO © Pass, that Pass acts as evidence of subscription.
- (10)** As from the day of purchase over the Internet, the customer has a cooling-off period of two (2) weeks within which to withdraw from the purchase. That period ends automatically as soon as the ticket is used in a station. The customer may indicate their desire to withdraw from the purchase by email or by mail.
- 4.2** TAKING OUT A BIKE, FOR SHORT-TERM USERS WHO CHOOSE A TICKET RATHER THAN A PASS
- (1)** The user enters their subscriber number (appearing on the Ticket) on the keypad of the Terminal
- (2)** 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 to which the Bike they want to use is fastened, 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 green light-emitting diode (LED) changes 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 this Article 4.2.

4.3 TAKING OUT A BIKE FOR NAVIGO © PASS HOLDERS

- (1) The user takes a Bike off its Locking Post, by placing their NAVIGO © Pass on the Vélib' ® Reader.
- (2) The User may also show their NAVIGO © Pass to the Vélib' ® Reader of the Terminal. The procedure for taking the Bike off is then identical to the procedure described in Article 4.2 (2) and (3).

NB: For subsequent uses of the Service, a User who is a Ticket holder can take out a Bike only by identifying themselves at a Terminal, whereas a User holding a NAVIGO © Pass enjoys direct access to the Service by identifying themselves at a Locking Post.

4.4 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 returned, indicated by the LED going from amber to green and by two successive beeps. A non-locked Bike remains the User's responsibility.

4.5 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 report the malfunction;
 - 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 the anomaly is established by the Vélib' computer system, the amount for the journey shall be refunded to the User.

If the User does not contact the Call Centre or does not confirm on the terminal that they have returned the Bike they took out, the penalties specified in Article 7.4 shall apply, as shall any applicable penalties specified in Article 10.3.

- (2) If the chosen Station is open and does not have any Locking Post available, the User may obtain an additional time credit of 15 minutes known as "VIA" by

entering on the keypad of the Vélib' ® Terminal their subscriber number and their Secret Code, or by showing 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.

4.6 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 - VÉLIB' ® USERS

5.1 Short-term Vélib' ® Tickets 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.

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

- (1) bank cards except for e-cards and issued by a banking establishment affiliated to the "GIE Carte Bancaire" network;
- (2) any bank chip card complying with the EMV standard;
- (3) AMEX and JCB cards;
- (4) Ticket issued by the Service Provider;
- (5) NAVIGO © Pass associated with a valid Vélib' ® subscription.

■ ARTICLE 6 - COST & PAYMENT TERMS

Total cost = Subscription Fees + Hire Cost

6.1 HOURLY RATE FOR USING THE SERVICE (EXCLUDING ACCESS TO THE SERVICE)

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

6.2 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 euros, in compliance with the authorised period of continuous use.

6.3 SHORT-TERM VÉLIB' ® TICKETS

(1) The price of a Short-Term Vélib' ® Ticket is €1.70 (1-day ticket) or €8 (7-day ticket), debited in addition to the cost of use of the Service as itemised in Article 6.1.

(2) Payment of the amount owed by the User takes place on expiry of the maximum Period of Validity, by direct debit from the bank account attached to the User's card that was used for obtaining the short-term Ticket, on the terms described in Article 4. In the event of multiple use of the Service during the Period of Use, the cumulative amount owed by the User shall be debited directly in a single transaction a few days after the end of validity of their short-term Ticket.

6.4 BONUS STATIONS

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

(2) Operation:

- any Customer who has picked up a Bike from a Station not indicated as being a "Bonus Station" and who drops it off at any of the stations indicated as being "Bonus Stations" enjoys a time credit of 15 free minutes known as "V+". A single journey may not lead to acquisition of more than one "V+" time credit.
- once acquired, a "V+" is automatically used if a journey lasts more than 30 minutes. A "V+" 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.
- "V+" time credits are cumulative. The User may use several "V+" in succession during the same journey.
- "V+" time credits are indivisible: any "V+" begun may not be used during a second journey that is longer than 30 minutes.
- "V+" time credits are neither transferable nor refundable.
- "V+" time credits expire simultaneously with the end of the subscription.

(3) Consultation:

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

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 7 - OBLIGATIONS OF THE USER

7.1 The User undertakes to use only their Ticket or their NAVIGO © Pass to identify themselves at a Station or with the Service Provider, and to take out a Bike.

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

7.3 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.

7.4 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 10.

7.5 If it is established that the Bike is being used contrary to the provisions of above Article 7.2, the User undertakes to return the Bike at any time, on the first demand from the Service Provider or from its representatives.

7.6 The User undertakes to inform the Service Provider as quickly as possible of any loss, any theft, or any other problem relating to the use of the Ticket and of the NAVIGO © Pass associated with a Vélib' ® subscription and/or to the use of the Bike, and to do so no later than 24 hours after the event occurs, at the following number: 01 30 79 79 30, the Bike remaining, in any event, under their responsibility on the terms of the Articles 7.3 and 9.1.

7.7 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 NAVIGO © Pass.

■ ARTICLE 8 - RESTRICTIONS ON THE USE OF VÉLIB' ®

8.1 The User may not lend, hire out, or transfer/sell their Ticket, which is 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 Ticket lost or rendered unusable through the fault of the User shall not lead to any refund or any production of a new ticket.

1-day and 7-day Vélib' ® Tickets shall be automatically suspended as soon as the current debit balance of the Vélib' ® account (subscription, uses, and/or penalties) reaches €150.

8.2 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.

8.3 Access to the Service is also open to minors aged 14 and upwards; their 1-day and 7-day Vélib' ® Tickets shall be purchased by or under the responsibility of their legal guardians and in compliance with Article 8.5 below.

8.4 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, third parties, or property;
- any dismantling or attempted dismantling of the entire Bike or of some part thereof; and
- more generally, any abnormal use of a bike.

8.5 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 1-day or 7-day Ticket.

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

■ ARTICLE 9 - LIABILITIES & DECLARATIONS OF THE USER

9.1 The User is solely and fully liable for damage caused by the use that is 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.

9.2 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.

9.3 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.

9.4 In the event that the Bike for which they are responsible disappears, the User has the obligation (cf. Article 7.6) 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.

9.5 In the event of an accident and/or of an incident involving the Bike, the User has the obligation (cf. Article 7.6) 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.

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

9.7 Since the Bike is placed under the User's responsibility (cf. Articles 7.3 and 9.1), 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.

9.8 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.).

9.9 The User declares that they are the holder of a third-party (civil liability) insurance policy.

■ ARTICLE 10 - PENALTIES

10.1 At the start of each Period of Validity, the User authorises the Service Provider to require a maximum flat amount of €150 to be direct-debited by way of a deposit, in the following limiting cases and on the following limiting conditions: damage, fraudulent use, and/or disappearance of the Bike for which the User was responsible. This authorisation is duly formalised by the User entering their PIN (cf. Article 4.2).

10.2 The corresponding amount of the penalties (cf. Article 10.3) 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.

10.3 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, 4.5, 7.4, 9.3 and 9.4 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

■ ARTICLE 11 - DATA PROTECTION 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 Vélib' ® 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 Vélib' ® system.

■ ARTICLE 12 - SETTLEMENT OF DISPUTES

To make a complaint, the User may write to Vélib' 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 Vélib' 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: Vélib' 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 13 - 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.