

GENERAL INSTRUCTIONS FOR ACCESS AND USE

1. BILBAOBIZI MUNICIPAL BICYCLE HIRE SCHEME

The Bilbaobizi Municipal Bicycle Hire Scheme is devised as a public service for the individual hire of pedal assist bicycles, which aims to foster and promote travel throughout the city by means of this healthy, sustainable and non-polluting mode of transport. To register as a Bilbaobizi user the user must be of legal age. Those aged 16 or 17 years old may register with authorisation signed by a parent, guardian or legal representative. This authorisation shall provide consent for payment of the service fee from the card or bank account belonging to the parent, guardian or legal representative of the minor. Users must have no disabilities that prevent them from using the scheme's bicycles and must, under all circumstances, have sufficient mental and physical capacity to use them in accordance with these General Instructions and other applicable road traffic regulations. Those individuals who, by complying with the aforementioned requirements, wish to register for the scheme may do so by the following means:

- Through the Bilbaobizi mobile application (hereinafter the app), available for Android and iOS operating systems.
- Via the Bilbaobizi official website: www.bilbaobizi.bilbao.eus
- At the Bilbaobizi customer information office: Plaza Ernesto Erkoreka 12, 48007 Bilbao
- Directly at the rental stations via the information terminals
- Through our customer service helpline: (+34) 94 656 49 05.

In all cases, users must expressly accept the conditions of use and declare that they are aware of their content, in addition to providing, among their personal data, a valid payment method from which to deduct the fee. The user undertakes to communicate any changes to the personal contact or bank details provided. In order to avoid duplication, users are not permitted to re-register if they have not already cancelled their first account.

2. BILBAOBIZI AREA OF USE

The movements of Bilbaobizi users shall be limited to the municipal area of Bilbao, with movement outside of the indicated area expressly prohibited.

3. CONDITIONS OF USE OF THE BICYCLE HIRE SCHEME

Select "Rental" on the terminal screen or hire the bicycle through the Bilbaobizi app. Follow the instructions and remove the bicycle from the docking point. Bilbaobizi has a parking system integrated into the bicycle frame. To park, lock the bicycle by pressing the frame lock lever, a beep will sound to confirm that the bicycle is locked. To reopen the bike lock and continue on your journey press "Open lock" on the app. Please note that the rental is still active in park mode. Return the bicycle to a Bilbaobizi docking station (hereinafter BDS) and park the bicycle at the docking point. A beep will sound to confirm the successful return and completion of your rental. The rental displayed on the app will end automatically. In order to ensure the safety of the bicycles, the Bilbaobizi public bicycle hire scheme regularly tracks bicycles using geolocation technology.

4. CANCELLATION

The user may cancel by filling out in person the form provided for this purpose or by sending an email to customer services at bilbaobizi@bilbao.eus, indicating their details and the reason for cancelling. Voluntary cancellation of the service or cancellation for non-compliance shall not grant the right to a refund of the remaining proportion of the fee paid. The user must submit a request to cancel the service at least one month in advance.

5. USER RIGHTS

The user rights detailed below are expressly recognised, independently of any others right the user may be entitled to, in accordance with current legislation. The registered user shall have the right to:

- use the scheme's bicycles, which shall be available at the BDS indicated at the customer information office, on the app, on the website www.bilbaobizi.bilbao.eus and at the BDS themselves. UTE Nextbike GmbH and Empresa Sagalés S.A (hereinafter the operator) shall provide the means for the maintenance, redistribution and loading of bicycles, so that there are bicycles and free docking points for as long as possible at all BDS. Given the characteristics of the scheme, the availability of bicycles or free docking points cannot be guaranteed at all times and a failure to provide them shall under no circumstances give rise to compensation.
- use the Bilbaobizi hire scheme app that the operator makes available for users free of charge, in order to track the real-time status of bicycles and free docking points at each BDS.
- request and receive information about the scheme.
- submit suggestions, claims and complaints via email, through the scheme's app or website, by telephone or in person at the Bilbaobizi customer information office.
- receive a response to these suggestions, claims and complaints within a period of one month.
- be informed through the website, app or by any other means of any incidents related to the scheme.
- be informed of the scheme's fees.
- possess insurance covering the financial consequences of civil liability that may arise for the person registered as a Bilbaobizi Hire Scheme user in accordance with current legal regulations, for personal injury, material damages and any other kind of damage caused to third parties. The insurance will exclusively cover your status as a registered user of the bicycle hire scheme, provided that such damage occurs during the normal use for which the bicycles are provided in the municipal area of the Municipality of Bilbao in accordance with these General Instructions of the Bilbaobizi Bicycle Hire Scheme as well as current traffic regulations.

6. USER OBLIGATIONS

Registered users of the hire scheme must: a) take care of the bicycle at all times and comply with the operational guidelines that regulate them in accordance with these General Instructions. b) not use the bicycle for profit, hire and/or sale, and use for commercial purposes, for the transport of goods or for any other professional use is expressly forbidden. c) not lend the bicycle to third parties or allow any other person to ride the bicycle or transport other people or animals; packages or objects that prevent the bicycle from being ridden in a safe manner may also not be transported. d) use the bicycle correctly, respect civic and traffic regulations, park the bicycle in suitable and/or safe areas that do not obstruct the passage of third parties or contribute to unsafe situations. e) safeguard the bicycle in order to avoid any incident that may result in its loss or theft. f) report any serious operating faults that may pose a danger to movement via the BDS, the Bilbaobizi app or the customer service telephone line. In the event of damage to the bicycle, the user must dock the bicycle at the nearest BDS. If this is not possible, the user must inform customer services via the contact telephone number indicated on the bicycle and on the BDS. g) assume responsibility for damage to the bicycle caused by improper use, which may result in the user being deprived of the right to use the service. h) in the event of a mishap or accident, notify customer services via the incident telephone number, or via the scheme's website or app i) in the event of theft or robbery of the bicycle, report it to the pertinent law enforcement authorities and notify the bicycle hire scheme by submitting a copy of the report. j) in the event of theft or loss of the card, notify the bicycle hire scheme as soon as possible within a period of 25 hours, to avoid being held responsible for misuse of the bicycle by third parties. k) cycle on the road, on signposted cycling routes or on bicycle lanes, where applicable, avoiding cycling on pavements under all circumstances. In the event that a BDS is located in a pedestrian zone in which cycling is not permitted, the bicycle must be pushed by hand to/from the area in which cycling is permitted. Failure to comply with these General Instructions will result in a penalty, which is explained in detail below.

7. INFRINGEMENTS AND PENALTIES

INFRINGEMENT	PENALTY
An inability to contact the user through the contact details provided	Deactivation of the account until valid details are provided
Returning the bicycle less than one hour late	A warning will be issued
Returning the bicycle more than an hour late	48 hours without service
Returning the bicycle more than two hours late	Seven days without service
Returning the bicycle more than 24 hours late	Six months without service
Improper parking of the bicycle without endangering the integrity and/or safety of the bicycle, pedestrians or vehicles	One month without service
Improper parking of the bicycle posing a risk to the integrity and/or safety of the bicycle, pedestrians or vehicles	Two months without service
Failure to report damage when returning the bicycle	three months without service
Loaning the bicycle or your account to a third party	Three months without service
Non-compliance with traffic regulations and/or cycling on pavements	Six months without service
Improper use of the bicycle (going down stairs, riding with more than one person, etc.)	Six months without service
Damage to the bicycle due to its improper use	Six months without service
Reckless cycling	Six months without service
Crossing municipal boundaries with your bicycle	One year without service
The use of the bicycle for profit, hire and/or sale and use for commercial purposes, the transport of goods, or any other professional use	One year without service
Not returning the bicycle and not submitting a copy of the police report in the event of theft	Termination of the service and the inability to re-register for a duration of three years.

In the event of a recurrence of the aforementioned infringements, Bilbao City Council will take the appropriate penalisation measures, duly notifying the user thereof. In the event of being penalised, a request from the user to cancel their account shall not imply the annulment of the penalty. The user shall not be able to re-register until the previous subscription period has come to an end. A penalty that warrants cancellation of the service shall not result in a refund of the remaining proportion of the annual subscription fee.

8. OPERATING HOURS AND CUSTOMER SERVICE TELEPHONE LINE

The scheme operates 24 hours a day, seven days a week. Service may be totally or partially interrupted during Semana Grande (Bilbao's annual festival in mid-August) and the Christmas period, as well as due to restructuring, breakdowns or maintenance. Changes to operating hours will be communicated to all users via email and will be displayed at BDS well in advance. This information may also be viewed on the Bilbaobizi website and app. The maximum period of continuous use of the bicycles is one hour. After using the bicycle the user must wait 10 minutes before taking out another bicycle, notwithstanding the possibility of modifying this on safety and operational grounds at any time with prior notification for users. The customer service telephone line (+34) 94 656 49 05 must be contacted to report bicycle or BDS breakdowns and incidents and is available 24 hours a day, seven days a week. In addition, service breakdowns and incidents may be immediately reported through the app and website.

9. ACCOUNTABILITY

Bilbao City Council and the operator are completely exempt from any damage that users may suffer or cause through improper use of the bicycle, as well as any damage not derived from operation of the service. As such, the user must check the correct condition of the bicycle's different parts (brakes, wheels, bell, etc.) before using it.

10. FEES

The service fees are those currently in effect and included in the corresponding Fiscal Ordinance. They may be viewed on the Bilbaobizi website and app.

11. DATA PROTECTION INFORMATION

Data processor
Bilbao City Council. Department of Mobility and Sustainability
Plaza Ernesto Erkoreka 12, 5º 48007, Bilbao
www.bilbao.eus
Contact details of data protection officer
datos@bilbao.eus

Purpose of data processing and time frames, or data retention criteria
For the management and control of bicycles used in the hire scheme provided by the City Council. Data shall be retained for the duration of the provision of the service and for as long as is required to meet possible commitments arising from this processing. In the case of processing based on consent (the sending of information), data shall be retained until consent from the person concerned is withdrawn or opposed.

Lawful basis of data processing

Consent and the development of competences based on Regulatory Law 7/1985 of 2 April, on the Foundations of the Local Government System, and Law 2/2016 of 7 April, on the Local Institutions of the Basque Country.

Recipients

Personal data shall not be communicated.

Rights

Interested persons have the following rights:

1. The rights of access, rectification, limitation, deletion and opposition to data processing, which can be exercised by sending a letter to the data processor, with prior validation of identity, or at the Citizens Advice Centre of Bilbao City Council.
2. The right to file a claim with the Basque Data Protection Agency.

