

GENERAL CONDITIONS OF ACCESS AND USE THE SERVICE OF PUBLIC BICYCLES LOAN AND SECURE PARKING FOR PRIVATE BICYCLES, GETXOBIZI

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1. What is GETXOBIZI?

GETXOBIZI service is conceived as a public service that promotes sustainable mobility within the town hall of Getxo. Those who sign up for the service agree to make good use of it at all times and comply with the operation and the rules which regulate in accordance with the present regulation.

GETXOBIZI LOCATIONS:

- Andra Mari
- Ayuntamiento
- Bidezabal
- Estación de las Arenas
- Polideportivo Gobela
- Molino Aixerrota
- Playa Erega
- Playa Algorta
- Polideportivo Fadura
- Puente Bizkaia
- Puerto Deportivo
- Salsidu
- Parque Gernika

Support Line: 900 840 345	WEB: www.getxobizi.com	Mail: getxobizi@getxobizi.com
Customer Care Centers: Gobelaurre 31, 49830 Getxo		
Pol. Ind. Errotatxu 4, 48993 Getxo		

Timetable:

Support Line: 07:00-22:00
Customer Care Centers: 10:30-14:00/17:00-20:00

2. The aim of these general conditions is to regulate the use of the service of Public Bicycles loan, from now on called PUBLIC GETXOBIZI and the secure parking for private bikes, from now on called PRIVATE GETXOBIZI.

PUBLIC GETXOBIZI is used by members of this service and they can use the available public bicycles, in accordance with the General conditions of use.

PRIVATE GETXOBIZI is used by members of this service to use in any GETXOBIZI stations. The users can park their bikes safely, in accordance with the General conditions of use.

3. Where can you use PUBLIC GETXOBIZI?

The use of PUBLIC GETXOBIZI is limited exclusively to the municipal boundaries of Getxo.

4. Conditions to register as a user.

1.- Everyone can register as a user of the service PUBLIC GETXOBIZI and PRIVATE GETXOBIZI. They have to accept these terms and conditions and follow the procedure described in this agreement. The payment will be done through the user's bank account.

2.- People under 18 but over the age of 14, may register as PUBLIC GETXOBIZI users whenever they send the authorization that is found on the WEB or in the Customer Care Centers, signed by a parent or legal guardian of the child.

In any case, the parent or legal guardian of the minor, must send this authorization signed in which they also authorize to collect the fee through the bank account details.

Until all the documentation has not been received GETXOBIZI will not proceed to finalize the registration of the minor.

3.- To avoid duplicity, it is prohibited that a user gets registered for a second time if he has not completed the previous termination form.

5. Procedure to register in GETXOBIZI

PUBLIC GETXOBIZI

1.- By Internet.

You must Access the website of GETXOBIZI (www.getxobizi.com) and complete the registration form, in which the General Conditions set out in this document will be accepted.

Marking the corresponding section of the website in relation to this document, is the acceptance by the person of the General conditions, as well as a statement of knowledge of its content.

Once the registration is completed a GETXOBIZI card will be sent to your home in 5 working days.

2.- In the Customer Care Centers.

People who want to register in person, should go to any of the Customers Care Centers, complete the registration form, sign the form and these general conditions of use.

The user will receive the card immediately.

*IMPORTANT: The card is personal and non-transferable, and It should not be hand over to a third person.

PRIVATE GETXOBIZI

In the Customer Care Centers

The person who wants to sign up for this service must do it in person and with the bike that wants to enroll in PRIVATE GETXOBIZI, he or she will go to the Customers Care Center where the procedure will be as follows:

1. Fill out the registration form, sing the form and these general conditions of use.
2. A deposit of 50€ for the TAG (id-antenna) of the bike shall be paid, through the payment in the UTE Social Getxobizi account and the person shall deliver the proof of payment.
3. The user will receive the card immediately.
4. We will make an appointment with the user in one of the parking locations of his/her preference for the placement of TAG.

*IMPORTANT: The card is personal and non-transferable, and It should not be hand over to a third person.

*IMPORTANT: The TAG is specific for each bike, it cannot be changed or altered in any way.

6. The fee of GETXOBIZI.

The user must provide a bank account number to make the direct debit of the annual fee. The annual fees will be carried out once a year, the month after the registration. Coming to the end of the annual period, the subscription will be automatically renewed for a period of one year with the exception of the users that communicate their will to unsubscribe from the service with at least fifteen days in advance to the date of completion.

7. Unsubscribe from GETXOBIZI.

1.- The user may unsubscribe voluntarily providing their data and reason through email, telephone or in any of the Customer Care Centers.

2.- GETXOBIZI service, may unsubscribe a user automatically, taking the measures contemplated in these terms of use. GETXOBIZI will give the user a period of 10 working days to perform the allegations that are appropriated. Within this period and according to the allegations presented, GETXOBIZI will decide if the unsubscription is valid or not.

3.- GETXOBIZI will unsubscribe a user automatically, within a period of fifteen days, to any user that come the end of the yearly service period subscription, has not communicated, in the form and term established, its intention to unsubscribe and return the bank receipt to pay the subscription fee.

8. How to use GETXOBIZI.

PUBLIC GETXOBIZI

1.- The user will have access to all the bikes in the public loan bike system. The electric bicycles put into circulation are restricted to people over 55 years of age and people claiming medical problems. All the bicycles can only be used in the municipality of Getxo.

*At first people claiming health problems won't need to accredit them. However, depending on the number of applications received it is possible the user may need to submit medical proof.

2.- Procedure to remove a public bicycle.

- a. Approach any GETXOBIZI station.
- b. Go to a door with blue led, which indicates that there is a public bicycle available.
- c. Pass the card over the reader.
- d. Open the door and carefully remove the bicycle from its space.
- e. Close the door and make sure that the door is properly closed.
- f. Ride the bike and go where you want always within the municipal boundaries of Getxo. Remember you cannot have the public bike over one hour of use.
- g. To return the bike you just have to go to any GETXOBIZI stations, choose a door with green led which indicates there is a free space, pass the card over the reader, open the door and enter the bike with basket towards you. Make sure that the door is properly closed.

* The user will be held responsible for ensuring that the bike is properly returned to the service, in accordance with the procedure described above.

* When removing a bike, the user checks that one or more elements are in poor conditions, he or she must return it to the station, call to the support free line (900.840.345) and take another bike.

3.- Timetables and service Fees.

PUBLIC GETXOBIZI:

TIMETABLE - 07:00-22:00 (21:30, last hour to take a public bike loan)
FEE - 10€ (per year)

The service, temporarily, may limit schedules or availability of the stations GETXOBIZI because of municipal reasons, maintenance and others.

The user authorizes Emaús Bilbao SCIS, on behalf of GETXOBIZI the payment through direct debit of the fees that are generated by the use of the service.

PRIVATE GETXOBIZI

1.- The users will have access to all the secure parking spaces in GETXOBIZI for their private bike.

2.- Procedure for parking a private bike.

- a. Approach any GETXOBIZI station.
- b. Go to a door with green led, which indicates that there is a free parking space.
- c. Pass the card over the reader.
- d. Open the door and carefully parked your bike in the parking space (with the handlebar towards you). The maximum parking time is 1 hour.
- e. Make sure that the door is properly closed. The led will be red to indicate that there is a private bike parked in that spot.
- f. To collect your bike you just have to go to the station where you parked it, go to the door, pass the card over the reader, open the door and remove your bicycle. Make sure that the door is properly closed.

* When you remove your bicycle check its condition. If you notice any incidents, return the bike to the station and call to the support free line (900.840.345).

3.- Timetables and service Fees.

PRIVATE GETXOBIZI

TIMETABLE - 07:00-22:00
FEE - 20€ (per year) plus a 50€ deposit

The service, temporarily, may limit schedules or availability of the GETXOBIZI stations because of municipal reasons, maintenance and others.

The user authorizes Emaús Bilbao SCIS, on behalf of GETXOBIZI the payment through direct debit of the fees that are generated by the use of the service.

9. RIGHTS OF THE USER.

The rights listed below are recognized by GETXOBIZI, regardless of any other that may correspond to them, according to the present regulations.

1. The user who has subscribed the service following the procedure described above, shall be entitled to make use of all the public bicycles available in the system and the secure private bicycle parking, in the conditions and current legislation.

2. The user of PUBLIC GETXOBIZI is entitled to have public bicycles that are in appropriate conditions for their use.

The user of PRIVATE GETXOBIZI has the right to have the secure parking system in adequate conditions for their use.

3. Right to request and receive information from the service and its updates.

4. Formulate suggestions, claims and complaints via e-mail, in the Customers Care Centers or ordinary mail directed to any of the Customers Care Centers. The person will receive a reply within a maximum of 30 days.
5. Be informed through the website of incidents at GETXOBIZI service.
6. Receive compensation, where appropriate, once there's been certified by the user that the accident occurred because of a malfunction of the bike, when it is no fault of the user.
7. If, by mistake, the GETXOBIZI service makes an improper payment, the user is entitled to get the money back, within a period of 30 days.

10. OBLIGATIONS OF THE USER.

There are established as specific obligations of the user, apart from those reflected in the current regulations, the ones listed below:

- 1- To use the service, the public bicycle loan and secure parking for private bicycles with maximum diligence.
- 2- Return properly the public bicycle to the system, in case some of its elements do not work correctly.
- 3- Check that the door is properly closed when a bicycle is collected as well as when it is returned.
- 4- Do not lend the GETXOBIZI card to a third party, the card is personal and non-transferable.
- 5- Public bicycle should be only used for the transport of the user.
- 6- Use the public bike within the boundaries of Getxo.
- 7- Assume the custody of the public bicycle since its withdrawal at the station of loan up to its correct return.
- 8- Please communicate to GETXOBIZI the loss, theft or damage of the card.
- 9- Report to GETXOBIZI any incident that may occur in relation to the stations of loan-parking and public bicycles.
- 10- In the event of breakdown of a public bicycle, the user has the obligation to return it at the nearest GETXOBIZI station, as well as to inform the service through the support free line 900.840.345. In case of the impossibility from the user to move the bike to the nearest station, he or she must guard the bicycle for a period up to thirty minutes, counting from the telephone communication of incidence to GETXOBIZI.
- 11- If there is a failure in the secure private bike parking system, the user has the obligation to inform GETXOBIZI through the support free line 900.840.345.
- 12- The user has to show the GETXOBIZI card when the maintenance team requested to do so or the legal authorities required it.
- 13- The user has to give back the public GETXOBIZI bike to the maintenance team or legal authorities when they required to do so.

14- Communicate changes that may occur in relation to your subscription, or personal data required for registration.

15- Respect the traffic regulations.

16- Preferably make use of the bike lane.

17- Use the public bike properly and only for personal transportation.

18- To transport GETXOBIZI public bike in the subway or bus is subject to the Ordinance for public transport. In all cases, the movement of the bike through the subway or bus is limited to the municipal areas of Getxo.

19- Do not change or alter the TAG placed on the public bikes or private bikes.

20- All the people who use GETXOBIZI agree to comply the traffic law, motor vehicle traffic regulations and road safety as well as the municipal ordinance "*Ordenanza municipal de ordenación del tráfico usos y seguridad en las vías públicas de carácter urbano*" during the use of this service.

<http://www.dgt.es/es/seguridad-vial/normativa-y-legislacion/ley-trafico/normas-basicas/>

<http://www.getxo.net/DocsPublic/udala/castellano/ordenanzas/nofiscales/trafico.pdf>

11. PROHIBITIONS.

- 1) The use of bicycles in land that is not suitable for circulation.
- 2) The disassembly and/or partial or total manipulation of the public bike, stations of loan or any of its elements.
- 3) The use of the GETXOBIZI logotype without proper authorization.
- 4) Placement of slogans, stickers or similar items on the bicycles or GETXOBIZI stations. Make all kinds of graffiti, spots, written or similar on the bicycles or GETXOBIZI stations.
- 5) Make use of a mobile phone while driving a bike.
- 6) Driving on a single wheel, grabbing to other vehicles in motion, using a headset connected to audio players while riding a public bike.
- 7) Transporting to other people, animals or bulky objects in the public bikes.
- 8) Abandon or leave the public bike, except in cases of force majeure.
- 9) Lock the public bike with a private padlock.
- 10) Lock the private bike in any GETXOBIZI Stations in any way that is not established in these conditions.
- 11) Partial or total manipulation of the TAG placed in the private or public bicycles.

12. Treatment of the data.

- The user that is registered in GETXOBIZI service, gives in favor of the Municipality of Getxo and Emaús Bilbao SCIS service management their data for its treatment within the service.

- In any case, GETXOBIZI will treat the data given by the users according with the established regulations in the field of data protection.

13. INFRACTIONS AND DISCIPLINARY MEASURES

a) **INFRACTIONS**

MINOR INFRACTIONS

- a) To cause damage to a public bicycle or any GETXOBIZI station in an amount up to 60 €.
- b) To exceed the time of return / parking of the bicycle in more than 1 hour and less than 2.
- c) Not to communicate GETXOBIZI the loss or theft of the card.
- d) Not to communicate GETXOBIZI the modification of its personal details or bank account.
- e) When the user closes incorrectly one or several times the door of a GETXOBIZI station.

SERIOUS INFRACTIONS

- a) To cause damage to a public bicycle or any GETXOBIZI station from 60 € up to 200€.
- b) To exceed the time of return / parking of the bicycle in more than 2 hour and less than 8.
- c) Dangerous driving.
- d) To commit two minor infractions in the period of 6 months.

VERY SERIOUS INFRACTIONS

- a) To cause damage to a public bicycle or any GETXOBIZI station from 200€ or more.
- b) To exceed the time of return / parking of the bicycle in more than 8 hours.
- c) To lend the GETXOBIZI card to a third party.
- d) To abandon a public bicycle or lock it in any other place that is not a GETXOBIZI station.
- e) The use of public bicycles in inappropriate areas.
- f) The improper use of GETXOBIZI logotype.
- g) The partial or total disassembly of the public bikes or any station elements.
- h) To circulate outside of the municipal boundaries of Getxo, with a public bicycle.
- i) To cause damage to a third party. the municipal boundaries of Getxo
- j) The non-return of the public bike to the GETXOBIZI system.
- k) The use of the public bike for lucrative and/or commercial purposes.
- l) Refuse to show the GETXOBIZI card to the maintenance team.
- m) The non-payment of the fee or penalties.
- n) Communicate false information on your registration to GETXOBIZI.
- o) The performance of any of the behaviors stipulated as prohibitions in section 11 of this document.
- p) Improper manipulation of the bicycle TAG.
- q) Any breach in the municipal ordinance or General Traffic Laws.
- r) To commit two serious infractions in the period of a year.

b) **DISCIPLINARY MEASURES, actions to be taken in case of infraction.**

DISCIPLINARY MEASURES for minor infractions:

- a) As a precautionary measure the user's card will be blocked, for a maximum period of one month. This involves a suspension of the user status, which leads to a ban on the use of the system and where appropriate, the economic amount of damage caused.
- b) The payment of the amounts set out in case that the infraction requires to do so.

DISCIPLINARY MEASURES for serious infractions:

- a) As a precautionary measure the user's card will be blocked, for a maximum period of six months. This involves a suspension of the user status, which leads to a ban on the use of the system and where appropriate, the economic amount of damage caused.
- b) The payment of the amounts set out in case that the infraction requires to do so.

DISCIPLINARY MEASURES for very serious infractions:

- a) As a precautionary measure the user's card will be blocked, for a maximum period of nine months. This involves a suspension of the user status, which leads to a ban on the use of the system and where appropriate, the economic amount of damage caused.
- b) Unsubscribe indefinitely from the service.
- c) The payment of the amounts set out in case that the infraction requires to do so.

* The suspension of the user status by the measures taken above, does not imply the termination of the contract.

In all cases, GETXOBIZI may, in addition to the measures indicated above, recover from the damages and losses caused by a user, as well as claim legal actions that are considered necessary.

14. PROCESS OF NON-COMPLIANCE.

In the event that the service manager detects a breach on the obligations from the user, a process of non-compliance will be launched.

The person will be informed about the process of non-compliance, giving a period of 10 working days so that the user can formulate the allegations he or she considers appropriate.

The Service Manager will resolve, taking into account the allegations presented and GETXOBIZI will adopt the measures that correspond.

This resolution shall be notified to the user by GETXOBIZI.