

GENERAL TERMS AND CONDITIONS FOR ACCESS TO & USE OF THE VEL'OH ! SERVICE BY 1 YEAR SUBSCRIBERS

■ ARTICLE 1 - PURPOSE OF THE VEL'OH ! SERVICE

- 1.1 vel'oh ! is a service (the "Service") offered by the City of Luxembourg (the "City") entrusted to the company JCDECAUX (the "Provider") enabling access to self-service bicycles (the "Bicycle(s)").
- 1.2 VEL'OH ! CONTACT DETAILS:
- Postal address: JCDecaux 90, rue de Cessange 1320 Luxembourg
 - Telephone (Call centre): 800.611.00
 - E-mail: via the Website: www.veloh.lu
 - Website: www.veloh.lu

■ ARTICLE 2 - STRUCTURE OF THE VEL'OH ! SERVICE

- 2.1 The Service is made up of a series of stations, the "Station(s)", comprising a central terminal (the "Terminal") and attachment points for the Bicycles belonging to the Service (the "Bike Stands")
- 2.2 Each terminal is used for a number of purposes:
- subscriber identification
 - to enable choice of Bicycle via a screen, keyboard and contactless card scanner ("vel'oh ! Scanner")
 - to access Customer account information
 - on returning the bike, to obtain an additional ¼ hour free use if the station is full up
 - to consult the occupancy status of neighbouring stations
- 2.3 Each Bike Stand enables one Bicycle to be put away. It is numbered for the purposes of identifying and choosing the Bicycle.

■ ARTICLE 3 - AVAILABILITY OF THE VEL'OH ! SERVICE

- 3.1 The long-term subscription is valid for a period of one year. It can be renewed annually by tacit agreement.
- 3.2 During this Period of Validity, the Customer may only use the Service for a maximum of 24 consecutive hours (the "Maximum Authorised Continuous Period of Use"). In the event of a dispute relating to the Period of Use of the Bicycle by the Customer, the data issued by the Service's computer server shall prevail.
- 3.3 The Service is accessible, within the limit of the number of Bicycles available in each Station, 12 months a year, 7 days a week, without interruption, except in cases of force majeure or the pronouncement by the relevant public authorities of a total or partial restriction, whether temporary or final, on the use of one or more Stations or on the use of bicycles in the territory of the City of Luxembourg.

■ ARTICLE 4 - HOW TO ACCESS THE SERVICE

4.1 ACCESS ARRANGEMENTS

- (1) An application form for prior registration is available on request from vel'oh ! and from various other distribution points. The form can also be completed on-line on the website, and then printed out by the Customer.
- (2) If the Customer chooses the vel'oh ! Annual Season Ticket this will be sent after registration has been confirmed and the customer's bank has authorised the payment. The subscription that attaches thereto is valid for 1 year with effect from the next day after the season ticket is sent accompanied by the letter confirming registration.
- (3) On receipt of the mail confirming registration, the Customer has a period of 45 days within which to acknowledge receipt thereof:
 - either by logging onto the website
 - or by identifying themselves at a Terminal.

4.2 ARRANGEMENTS FOR USE BY 1 YEAR VEL'OH ! CARD HOLDERS

- (1) The Customer swipes their Card across the vel'oh ! Scanner on the terminal. The Customer enters their vel'oh ! PIN on the Terminal keyboard, and a prompt asks them to choose from a list the Bike Stand number for the Bicycle they want to use, within the limit of what is available at that time.
- (2) The Customer has 60 seconds in which to press the button on the Bike Stand they have chosen and then another 5 seconds in which to remove their Bike after pressing the button on the Bike Stand. The light goes from green to amber when the Customer presses the button, then flashes green during the removal operation and beeps twice when the lock is released. Failing this, the Bike Stand locks again automatically and the Customer must recommence the procedure described at 4.2 (1) or (2).

4.3 TO RETURN THE BICYCLE:

- (1) The Customer must attach the Bicycle in a station to a Bike Stand where the light is green. The Bike Stand beeps once and the light goes from amber to green, confirming that the Bicycle has been inserted correctly. If the Bicycle is not put back correctly, the light turns red and a long beep is heard. This means that the Bike-return operation has not been properly registered by the Service. The Customer should then contact the Call Centre.
- (2) If the chosen Station does not have a Bike Stand available, the Customer can obtain a further 15 minutes of credit by swiping their vel'oh ! Annual Season Ticket across the vel'oh ! scanner on the Terminal;
- (3) After the bicycle has been returned, if they wish, the Customer has five minutes in which to print out a receipt with time and date certifying that the Bicycle has been properly returned to the Terminal in question.

4.4 ON SUBSEQUENT OCCASIONS

- (1) In the event the Bicycle is returned during the first ½ hour of use, the Service cannot be used again for a further 5 minutes.
- (2) The procedure for removing the Bicycle is identical to that described in article 4.2. The procedure for returning the Bicycle is identical to that described in article 4.3.

■ ARTICLE 5 - VEL'OH ! SERVICE CUSTOMERS

- 5.1 Subscriptions to vel'oh ! and the associated PINS are strictly personal and enable the Customer to remove, use and return a Bicycle in accordance with the terms and conditions described herein.
- 5.2 Subject to the provisions of article 4.1 and 4.3 above and of article 8 below, the Service is accessible to persons holding the following cards:
 - (1) a bank card issued by a banking establishment that is a member of the "Visa, Mastercard or Maestro" network, with a microchip that meets EMV standards,
 - (2) vel'oh ! Annual Season Ticket issued by the Provider.

■ ARTICLE 6 - COST & METHODS OF PAYMENT

6.1 HOURLY RATE FOR USE OF THE SERVICE (EXCEPT SUBSCRIPTIONS)

1 st ½ hour	extra hour	up to a maximum of 24 hours
free	1€	5€

- 6.2 The Customer pays the price for the Service in proportion to the period the Service is used ("the Period of Use"). Every hour period of use which has begun over and above the initial free half-hour is invoiced in full. Each month, the amounts corresponding to payable use by the customer are debited from the customer's bank account, using the direct debit authorisation given previously to vel'oh !.
- 6.3 LONG-TERM SUBSCRIPTIONS
 - (1) The price for a long-term subscription is €15.
 - (2) A long-term subscriber may access the vel'oh ! Service provided that the direct debit authorisation is activated
- 6.4 The rates and prices detailed in this article are valid with effect from 21/03/2008 and may be modified at any time.

■ ARTICLE 7 - OBLIGATIONS OF THE CUSTOMER

- 7.1 The Customer undertakes to use their vel'oh ! Annual Season Ticket only to identify themselves at a Station or with the Service Provider and to borrow a bicycle.
- 7.2 The Customer undertakes to use the Service as would any normally prudent, careful and informed individual, and in accordance with these Terms & Conditions of Access and Use.
- 7.3 The Customer becomes the keeper of the Bicycle they take. They must avoid the Bicycle being damaged, destroyed or disappearing.
- 7.4 The Customer agrees to remove and return the Bicycle within the deadlines of the Maximum Authorised Continuous Period of Use. The Customer hereby accepts in advance that any failure to meet this obligation shall entitle JCDECAUX LUXEMBOURG to debit a fixed charge penalty of €150 maximum, the final amount of which is fixed in accordance with the terms and conditions provided at article 10.
- 7.5 In the event that any breach of the provisions of article 7.2 hereinbefore is observed, the Customer undertakes to return the Bicycle at any time, on the first request by the Provider or its representatives.
- 7.6 The Customer undertakes to inform the Provider as quickly as possible of the loss, theft or any other problem relating to the use of the vel'oh ! Annual Season Ticket, and/or the Bicycle, no later than 24 hours following the occurrence of said event, on the following telephone number: 800.611.00. The Customer shall in any event remain liable for the Bicycle in accordance with the terms of articles 7.3 and 9.1

■ ARTICLE 8 - RESTRICTIONS ON THE USE OF THE VEL'OH ! SERVICE

- 8.1** The Customer is prohibited from lending, hiring or transferring their vel'oh ! Annual Season Ticket, which remains the property of JCDECAUX, and/or to use it in any manner other than that set out herein.
Any vel'oh ! Annual Season Ticket that is lost or rendered unusable through the fault of the Customer shall be replaced at the Customer's request only after the Provider has been paid a fixed charge of €5 by the Customer debited from their vel'oh ! account.
- 8.2** The Customer is expressly forbidden to allow any third party whomsoever to use the Bicycle, which is the property of JCDECAUX LUXEMBOURG, in any way whatsoever, whether free of charge or for consideration.
- 8.3** The Service is also open to young people aged 14 to 18 years. Their subscription (7-day vel'oh ! Tickets and vel'oh ! Annual Season Ticket) is taken out by their legal guardian or under the latter's liability, and in accordance with article 8.5 below.
- 8.4** The Customer is authorised to use the Bicycle in accordance with the terms hereof, provided such use is reasonable, which excludes the following in particular:
- any use contrary to the provisions of the traffic regulations and, in particular, the Highway code;
 - any use on terrain or in conditions that are likely to damage the Bicycle;
 - the carrying of any passenger whomsoever in any manner whatsoever;
 - any use of the Bicycle likely to endanger the Customer or any third party;
 - any disassembly or attempt to disassemble all or part of the Bicycle;
 - and more generally, any abnormal use of a Bicycle.
- 8.5** No child under the age of 14, regardless of whether or not they are accompanied, is able to access the Service. As applies to any Service-user, a minor over the age of 14 must hold a personal card.
- 8.6** The Bicycle cannot carry a total load in excess of 120 kg. The basket cannot carry more than 8 kg.

■ ARTICLE 9 - CUSTOMER LIABILITY & DECLARATIONS

- 9.1** The Customer is fully and solely liable for the damage caused by the use made of the Bicycle throughout its Period of Use, including when the Period of Use exceeds the Maximum Authorised Continuous Period of Use, when the Customer returns the bicycle late.
- 9.2** The parents or legal guardians of any minor who has subscribed to the Service shall be held liable for any damage caused directly or indirectly by the minor as a result of the use of the Service.
- 9.3** Any borrowing period in excess of 24 hours (which period runs from the time the Bicycle was first taken) shall be considered as a case of disappearance until the Bicycle is found.
- 9.4** In the event of the disappearance of a Bicycle for which they are liable, Customers are obliged (cf. article 7.6) to inform the Provider of this disappearance (800.611.00) within 24 hours of the initial borrowing, and to register the theft with the police department within 48 hours. The Bicycle shall nevertheless remain the full and sole liability of the Customer until the Provider is supplied with a copy of the police theft registration form.
- 9.5** In the event of an accident and/or incident involving the Bicycle, the Customer is obliged (cf. article 7.6) to inform the Provider of the facts within the deadline and on the telephone number mentioned above. The Bicycle remains the liability of the Customer until such time as it is locked to a Bike Stand or handed directly to a representative of the Provider. Failing which, the Customer must secure the Bicycle by means of the anti-theft device built into the Bicycle.
- 9.6** The Customer hereby declares that he or she is capable of using the Bicycle and has the necessary level of fitness for this purpose.
- 9.7** Since the Bicycle is the liability of the Customer (cf article 7.3 and 9.1), it is recommended that before using the Bicycle they have taken, the Customer undertakes a basic check of the main functional elements, and in particular (this list is not exhaustive):
- that the saddle, pedals and basket are properly fixed;
 - that the bell, brakes and lights function properly;
 - that the frame and tyres are in good condition.
- 9.8** Furthermore, it is recommended that the Customer:
- adapts braking distance in poor weather;
 - adjusts the saddle-height to fit their physique;
 - wears an approved helmet and suitable clothing,
 - and generally speaking, complies with the road traffic regulations in force at the time the Customer is using the service (e.g.: obey the traffic lights, refrain from cycling on pedestrian pavements, etc.).
- 9.9** The Customer hereby declares that all the details concerning them are correct and, in particular, that they meet the conditions required at articles 4.1 and 9.6 and that they hold third-party liability insurance.

■ ARTICLE 10 - PENALTIES

10.1 Amounts and terms & conditions

- (1) When registering for the Service, the Customer completes a direct debit mandate limited to €150 with the Provider, as a deposit that the Provider may use in the following cases and in the conditions detailed below, limited to: damage, fraudulent use and/or disappearance of the Bicycle for which the Customer had responsibility.
- (2) The corresponding penalties (cf. article 10.2 (3)) are payable upon the first request from the Provider, in the event it is established that the Customer has failed to comply with the obligations set forth herein.
- (3) The nature and/or amount of the penalties payable to the Provider by the Customer in the event of a breach by the latter, are determined as follows:
 - disappearance of the Bicycle: €150;
 - theft of the Bicycle with damage to the anti-theft lock or physical force used against the person: €35 (a copy of the report receipt from the police shall constitute proof)
 - repair of the damage sustained by the Bicycle attributable to the Customer: fixed charge depending on the level of damage
 - loss or damage to the antitheft system and/or the associated key: €10
- (4) In the event of the disappearance or theft of the Bicycle, the Provider will collect the amount previously agreed or deposited as a deposit by the Customer, and will refund any over-payment in relation to the amounts defined in articles 10.1 (3), within a period of no more than 30 days.
- (5) In the case of loss of or damage to the anti-theft system and/or the associated key, the Provider will debit the €10 fixed charge defined at article 10.1 (3) above from the Customer's vel'oh ! account.

- 10.2 The Customer agrees to report any alteration in their relationship with the bank issuing the bank card they use or with the bank whose details have been provided in connection herewith, that might impact on the performance of the direct debit mandate granted by the said bank, during the Validity Period.

■ ARTICLE 11 - CONFIDENTIALITY AND USE OF PERSONAL DATA

Any Customer may obtain, and if necessary request the correction or deletion of, any information concerning them, by contacting vel'oh ! (contact details in article 1 hereof).

■ ARTICLE 12 - SETTLEMENT OF DISPUTES

These terms and conditions are governed by Luxembourg law. Any dispute arising from the performance and consequences thereof shall be brought before the courts of Luxembourg, to which the Parties expressly attribute jurisdiction, including in the event of summary judgments, introduction of third parties or multiple defendants.

■ ARTICLE 13 – MODIFICATION TO THESE TERMS & CONDITIONS

Customers will be informed systematically of any modification to these Terms & Conditions by display on the vel'oh ! screen at the Terminals and on the website.