

GENERAL TERMS AND CONDITIONS FOR ACCESS TO & USE OF THE VEL'OH ! SERVICE FOR SHORT-TERM 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") and performed by 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)", each of which comprises:
- 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:
- for people who are not subscribed to the Service:
 - to provide temporary access rights to the Service using the screen and a keyboard for automated electronic payments (the "Electronic Money Reader")
 - to provide information on the service
 - for people who are subscribed to the Service:
 - to identify themselves
 - to enable them to choose a Bicycle by means of a screen, a keyboard and a contactless card scanner ("vel'oh ! Scanner")
 - to access Customer account information
 - to contact the call centre
 - when the bicycle is brought back, to obtain an extra ¼ hour of free use, if the station is full up
 - to consult the occupancy status of nearby stations
- 2.3 Each Bike Stand is used to put a Bicycle away. It is numbered for the purposes of identifying and choosing the Bicycle.

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

- 3.1 The short-term subscription issued to the Customer has a maximum validity period, which runs from the moment the operation is accepted by the bank of the bank card holder: 7 days.
- 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 relative 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, within the limit of the number of Bicycles available in each Station, is accessible 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 definitive, in 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

- (1) To take out a short-term subscription, the new user chooses the option "Subscribe" on the Terminal, followed by "vel'oh ! Ticket"
- (2) The new user (the "Customer") chooses the duration of the subscription: 7 days
- (3) The Customer reads and confirms the direct debit details
- (4) A message on the Terminal screen asks him or her to read and accept the General Terms and Conditions for Access to and Use of the Service ("G.T.C.A.U.") by pressing the button "V" on the keyboard (General Terms & Conditions also available by request from vel'oh ! and on the website). If they are not accepted, the Customer cannot continue the process.
- (5) The Customer inserts their bank card into the Electronic Money Reader and enters the relevant PIN, thus granting the Provider, after authorisation from the bank, the right to debit an amount of €150 for a maximum duration of 13 days.
- (6) The Customer chooses a four-figure PIN (the "vel'oh ! PIN"), which is strictly personal and confidential, and can be reused throughout the entire period of validity of the vel'oh ! subscription.
- (7) A vel'oh ! Ticket is produced (a Visa, Mastercard or Maestro Bank Card authorised bank receipt) that includes the date and time of the operation, the amount pre-authorised for debit, the expiry date of the subscription and a subscriber number.

4.2 ARRANGEMENTS FOR USE BY SHORT TERM SUBSCRIBERS WHO CHOOSE THE VEL'OH ! TICKET SUPPORT

- (1) The Customer enters his subscriber number (written on the vel'oh ! Ticket) on the Terminal keyboard
- (2) 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 of the Bicycle they want to use, within the limit of what is available at that time.
- (3) The Customer has 60 seconds in which to press the button on the Bike Stand they have chosen and then another 5 seconds to remove the bicycle after having pressed the button on the Bike Stand (the green light turns amber when the Customer presses the button and then flashes green during the removal operation, 2 beeps are heard when the lock is released); failing this, the Bike Stand locks again automatically and the Customer must recommence the procedure described in article 4.2.

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. A beep is emitted and the light on the Bike Stand goes from amber to green, confirming that the Bicycle has been replaced properly. If the Bicycle is not properly in position, the light turns red and a long beep is heard. This means that the Bicycle return operation has not been properly registered by the Service. The Customer must in this case contact the Call centre.
- (2) If the Station chosen does not have an available Bike Stand, the Customer can obtain additional time credit of 15 minutes:
by using the terminal keyboard to enter the subscription number and PIN for the vel'oh ! Ticket.
- (3) After the bicycle has been returned, the Customer has five minutes to print, if they so wish, a receipt with time and date certifying that the Bicycle has been properly returned to the Terminal in question.

4.4 SUBSEQUENT UTILISATIONS

- (1) In the event that the Bicycle is returned during the first ½ hour during which it was used, the Service cannot be used again for another 5 minutes.
- (2) The Bicycle removal procedure is identical to that set out in articles 4.2. The Bicycle return procedure is identical to that set out in article 4.3.

■ ARTICLE 5 - VEL'OH ! SERVICE CUSTOMERS

- 5.1 The vel'oh ! subscriptions and 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 The Service is accessible, subject to the provisions of article 4.1 hereinbefore and article 8 hereinafter, to the persons who hold the following cards:
- (1) 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 ! Ticket issued by the Provider.

■ ARTICLE 6 - COST & PAYMENT METHODS

6.1 HOURLY RATE FOR THE 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 proportionally to the period of use of the Service (the "Period of Use"). Every hour period of Service use which has begun over and beyond the initial free period is invoiced in full.
- 6.3 **SHORT-TERM SUBSCRIPTIONS**
- (1) The Short Term subscription price is €1 (seven day vel'oh ! subscription), debited in addition to the cost of using the Service as set out in article 6.1.
 - (2) The payment of the amount due by the Customer will be made upon expiry of the maximum Period of Validity, by direct debit from the bank account associated with the Customer's card used for taking out the subscription, in accordance with the terms and conditions set forth in article 4. In the event that the Service is used many times over the course of the Period of Use, the aggregate sum payable by the Customer will be debited in one single operation in the five days following the end of the subscription.
- 6.4 The tariffs and prices indicated in this article are valid as from 21/03/2008 and may be modified at any moment.

■ ARTICLE 7 - OBLIGATIONS OF THE CUSTOMER

- 7.1 The Customer undertakes to use their vel'oh ! Ticket only to identify themselves at the Station or to the Provider for the purposes of borrowing a bicycle.
- 7.2 The Customer undertakes to use the Service as would any prudent, careful and informed individual, in accordance with these General Terms & Conditions.
- 7.3 The Customer is responsible for the Bicycle they have taken. They must make every effort to avoid damage, destruction or disappearance.

- 7.4 The Customer undertakes 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 abide by this obligation shall give the right to JCDECAUX LUXEMBOURG to debit a flat rate penalty fee of a maximum of €150, the definitive amount of which is determined in accordance with the terms of article 10 herein.
- 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 swiftly as possible of the loss, theft or any other problem relative to the use of the vel'oh ! Ticket and/or Bicycle, no later than 24 hours following the occurrence of said event, on the following telephone number: 600.611.00. In any event, the Bicycle shall remain under the responsibility of the Customer 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 It is forbidden for the Customer to lend, hire or transfer a vel'oh ! Ticket, which remains the property of JCDECAUX, and/or to use it in any manner other than that set out herein.
Any vel'oh ! Ticket that is lost or rendered impossible to use due to the fault of the Customer shall not be refunded, nor shall it be replaced.
The 7 day vel'oh ! subscriptions are automatically suspended as soon as the outstanding amount on the vel'oh ! account (subscription, consumption and/or penalty fees) reaches €150.
- 8.2 It is expressly forbidden to the Customer to allow any third party whomsoever to use the Bicycle, which is the property of JCDECAUX LUXEMBOURG, whether free of charge or against consideration.
- 8.3 The Service is also accessible to young people from 14 to 18 years old. Their subscription (7 day vel'oh ! Tickets) are taken out by their legal guardian or under the liability of this latter, and in accordance with article 8.5 hereinbelow.
- 8.4 The Customer is authorised to use the Bicycle in accordance with the terms hereof, provided that such use is reasonable, which in particular excludes the following:
- any use contrary to the provisions of the Highway code and more generally traffic regulations;
 - any use on land or under conditions that are likely to damage the Bicycle;
 - the carrying of any passenger whomsoever in any manner whatsoever;
 - any use of the Bicycle causing a danger to the Customer or to third parties;
 - any dismantling or attempt to dismantle all or part of the Bicycle, and
 - more generally, any abnormal use of a bicycle
- 8.5 The Service is not accessible to children under the age of 14, whether they are accompanied or not. Like any other user of the Service, a minor over the age of 14 must have a personal card.
- 8.6 The Bicycle cannot carry a total load of over 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 on 800.611.00 within 24 hours of the initial borrowing and within 48 hours to register the theft with the police department. The Bicycle shall nevertheless remain under 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 hereinbefore. The Bicycle remains under 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. On other occasions, the Customer must protect the Bicycle by using the bicycle lock that is built into the Bicycle.
- 9.6 The Customer hereby declares that they are able to use the Bicycle and have the physical fitness necessary for such a purpose.
- 9.7 Since the Bicycle is under 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 undertake 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 lighting function properly;
 - that the frame and the tyres are in good condition.

9.8 Furthermore, it is recommended that the Customer:

- adapts their braking distance in poor weather;
- adjusts the height of the saddle to meet their own needs;
- wears an approved helmet and suitable clothing;
- generally speaking, respects traffic regulations in force at the time the Customer uses the service (e.g.: respect traffic lights, avoid riding on the pavements, etc.)

9.9 The Customer hereby declares that he holds a civil liability insurance policy.

■ ARTICLE 10 – PENALTIES

10.1 At the start of each Period of Validity, the Customer authorises the Provider to request the debiting of a maximum flat rate amount of €150 as a deposit, to be used in the following cases and under the conditions set out and exhaustively listed hereinafter: damage, fraudulent use and/or disappearance of the Bicycle for which the Customer had responsibility. This authorisation is duly formalised by the Customer entering their bank PIN (cf article 4.2).

10.2 The corresponding penalty fines (cf article 10.3) are payable upon the first request from the Provider, in the event that it is observed that the Customer has failed to abide by their obligations set forth herein.

10.3 The nature and/or amount of the penalty fines payable to the Provider by the Customer in the event of a contractual failing on the part of this latter, are determined as follows:

- (1) disappearance of the Bicycle in breach of article 7.4: €150;
- (2) theft of the bicycle with damage to the antitheft lock or physical force used against the person: €35 (the copy of the registration of the offence made in a police station shall act as proof)
- (3) repair of the damage suffered by the bicycle, attributable to the customer: penalty to be determined depending on the degree of damage
- (4) loss or damage to the antitheft system and/or the associated key: €10

■ 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 subject to 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 judgements, introduction of third parties or numerous defendants.

■ ARTICLE 13 - MODIFICATIONS TO THESE GENERAL TERMS & CONDITIONS

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