RULES FOR THE AUTOMATIC BIKE SHARING SYSTEM OF MUNICIPALITY OF CHANIA
ΠΕΡΙΕΧΟΜΕΝΑ

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ANNEX I. REGISTRATION FORM
1. Introduction

1.1. The present Regulation or restrictions constitute an agreement between the Municipality of Chania and the Users of the Automatic Bike Sharing System (ABSS) and include important conditions which users are required to observe when using the System.

1.2. The current Regulations (or "Terms of Use") concern the registration and use of the Automated Bike Sharing System (ABSS) provided by the Municipality of Chania. The ABSS consists of stations that include bikes parked for use and civil service points.

1.3. If you have a question or complaint or a problem with the system, please contact with the Operation and Management Agencies of the service:

<table>
<thead>
<tr>
<th>MUNICIPALITY OF CHANIA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: No 29 str. Kydonias PC 73135, Chania Crete:</td>
</tr>
<tr>
<td>Phone: (+30) 28213 41600</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:dimos@chania.gr">dimos@chania.gr</a></td>
</tr>
<tr>
<td>WebSite: <a href="http://www.chania.gr">http://www.chania.gr</a></td>
</tr>
</tbody>
</table>

As part of this, certain words have the following meaning:

i. "System" is the service of communal bicycle from the Municipality to residents and visitors. The system includes specific stations, specially designed bikes, the application which allows the exchange of electronic data required for its operation and its marking (its visual identity: logo, graphic display).

ii. "Bicycle" means a specially designed city bike used under the ABSS. It bears special characteristics and is clearly recognizable.

iii. "Station" means the physical medium in which the bikes are locked and has the technological infrastructure that allows the identification of the user, in order to use the System. The Station includes bicycle lock positions and special screen that provides information about the system (bicycle availability, user information messages, stations places, etc.)

iv. "Locking position" is the place where a bicycle is locked

v. "Info Kiosk" is the special display, located at each station and provides information about the system, by means of which each user can register, pay for using ABSS and unlock each shared available Bike.

vi. "User" is a person enrolled and uses the ABSS

vii. "Administrator" means the competent service management / supervision and operational coordination of the ABSS.

These terms, including charges may be amended from time to time. The latest version of the terms is available on the website of the Municipality of Chania.
2. Subscription

2.1. To register as a User,

You Have to:

- be at least 18 years old, to be able to use bicycles and to not have any medical directive contrary to use and / or any problems with your eyesight and / or use of the bicycle as a means of transport.
- be knowledgeable of proper cycling
- give any requested information on the registration form
- choose tariff plan

Agree to the following:

- You are healthy and have good eyesight
- Be aware of the potential risks associated with the use of bicycles
- You will be careful and will not endanger yourself or others
- You know how to drive a bicycle
- You always obey the rules of the Highway Code
- You will not drive the bicycle under the influence of alcohol or drugs
- You will not carry a second person, either children or an adult
- The load cycling (passenger and content basket) will not exceed one hundred (100) kilograms, according to the manufacturer's specifications
- You will not use the bicycle in a ground or in any other condition that could damage it.

2.2. We reserve the right to refuse your registration in ABSS and use a bike pursuant to this Regulation.

2.3. In case of cycling a person younger than 18 years old, legally responsible is the holder of the access card (CycloCard), who is bound by these terms and to which is assigned any liability for any loss that would result, directly or indirectly, the youngest user who made use of the service without being entitled to do so.

2.4. To enroll in the ABSS required by each user:

1. The completion of a standard form document of user data,
2. The signature of the standard declaration of Law. 1599/1986 and
3. The acceptance of terms / rules of operation of the System.

This will be accompanied either by the presentation of

a) a photocopy of your Passport or Greek national ID
b) and a photocopy of Greek official document with Tax Registration Number (Ε1, etc)
that will be submitted to the System Administrator, or simply directly to a bike kiosk, or online using a credit card as proof for the bicycle use.

Each new user, immediately after the registration and acceptance of the Rules / Terms of Use, will receive via email a confirmation of registration, which has to accept in order to complete the enrollment process. After the successful completion of registration process, will take a Username (CycloName) / Password (PIN) to identify the user in the system [or member card (CycloCard) / Password (PIN)]. The access card is strictly personal and allows the user to receive, use and return a bike.

3. Alternative Uses of the ABSS

Uses of the ABSS are the following:

<table>
<thead>
<tr>
<th>How to use ABSS</th>
<th>Description</th>
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<tbody>
<tr>
<td>Credit / Debit Card</td>
<td>The user who holds a credit card can begin using the system directly to the station kiosk, without her/his presence to any of the points receiving the applications, completing the registration process at the gazebo at the end of which will acquire CycloName / CycloPIN for the use of the system. Completion of the registration process requires the use of a bank card (credit / debit) that will pay the amount of one (1) euro once. This amount refers to the user identification costs and coverage of bank transaction costs. If the user does not own a credit / debit card, she/he should visit the Citizen’s Office of Municipality of Chania to receive a membership card (CycloCard), and the CycloName / CycloPIN. (See. Paragraph 4, &quot;Process &amp; Methods Recording&quot;)</td>
</tr>
<tr>
<td>Membership Card (CycloCard)</td>
<td>By using special &quot;membership card (CycloCard)&gt;. The special membership card (CycloCard) is granted by the Municipality of Chania for free. In granting, the card procedure should be followed as described in paragraph 4, &quot;Process &amp; Methods Registration&quot;.</td>
</tr>
<tr>
<td>Registration at the bike Kiosk</td>
<td>The ABSS can be used directly after registering the system and downloading from it the username (Username (CycloName)) and User Password (Password (PIN)). For this</td>
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</table>
process the user should follow the steps described in section 4, "Process & Methods of Registration". Registration in the system can also be done at the offices of the Administrator of the system, where an officer will proceed the application online to the system.

The user completes the application (electronic or not) with the information requested by the system, accepts the terms of use and the registration is completed.

4. Process and ways of Registration

The registration process enables the use of ADSB. Required if applicable, are the following steps:

4.1. For each one of the above described ways of use, fill in the registration form fields (see Annex 1). Using ABSS by credit / debit card, a registration form is completed on-line at disposal bicycle kiosk. Using the ABSS, with a membership card (CycloCard) the registration form is filled in at the headquarters of the Administrator (Town Hall Chania, Kydonias 29 P.C.73135, Chania).

4.2. For granting a membership card (CycloCard) further with your application should be submitted to the competent department of Chania, a photocopy of identity card or passport and document which indicates user’s Greek Tax Registration Number.

4.3. When lodging the application, user has to complete and sign a declaration of honor (see Appendix 2) to accept full responsibility for any damage caused to ABSS and for any damage, injury or accident occurred to the same and / or to third parties, and that the data declared in the application form are true and valid (Statutory Declaration Law. 1599 / 1986 of Greek Government).

4.4. Then, the user can receive the membership card (CycloCard) and the Username (CycloName) / Password (PIN) from the System Administrator. To register from the kiosk using a bank card, you get the CycloName / Cyclop in with which you can make use of the system.

5. Terms of Use

5.1. During the validity of the user program, the user has the right to make use of the bicycle as many times as he/she wishes.

5.2. The system will be available from 9:00a.m up to 9:00p.m. Exceptions are the cases of downtime for maintenance, force majored or decision of the competent state authorities for total or partial, temporary or indefinite curfew bicycle of the ADSB.

5.3. To access the system, the CycloName / Cyclop in are required. Alternatively use of the combination Cyclocard / Cyclop in can be made. Regardless of the route recording (kiosk
- Municipality - website) the user acquires Cycloname / Cyclopin, if registered from the municipality, the user may also acquire a Cyclocard.

5.4. The user then has to make the system's terms of use acceptable. They are permanently posted at each station or can be available from your system administrator.

5.5. In case of using the system with a subscriber card (CycloCard), the user will get the card from the point of the indicated station and the required Password (PIN) will unlock the bike from the station for use. If the user for some reason forgets the card, the bike can be unlocked from the station simply by using the Username (CycloName) / Password (PIN) that was given when registering in the system.

5.6. Delivery of the bike can be done in any station of the system.

5.7. Delivery means the return and lock of the bike to the station.

6. **DSAB Identification**

6.1. During the registration process a fixed name (Username (CycloName)) and password (cycloPIN) is given to the user. The combination of Username (CycloName) or CycloCard and Password (PIN) is the "identity" of the user for the DSAB, with which the user can pick up a bicycle. The "identity":

   A. is personal
   B. must be used only by its holder
   C. must be stored properly
   D. Remains property of the Municipality of Chania

6.2. The "identity" remains active throughout the duration of the program you have selected.

7. **Route Duration and Pricing Policy**

7.1. Whenever a bicycle is unlocked from a locked position begins a "path", which ends when the user returns the bicycle locking it at the lock successfully in any position in the same or another ABSS Station

7.2. The system gives the right for a free usage per route with a maximum permissible use-period of 3 (three) hours. With the completion of 3 (three) hours of cycling and not having returned the bike, it is possible to impose a "Delayed Return" fine to the user as specified in paragraph 13.

7.3. If the bike is not returned within 24 hours, the user is subject to a financial penalty "Delayed Return" or "irretrievable loss", as described in paragraph 13 and may be denied further use of DSAB to the user.

7.4. If the bike is returned with damages beyond those that may result from normal wear and use, financial penalty Loss is required, as further described in Section 13.
8. Bike availability

8.1. The aim of Chania Municipality is to provide a reliable service that will ensure the availability of ABSS to the user. However, sometimes, some or all of ABSS may not work because of force majeure. We have the right to change the dates and hours that are set without any notice.

8.2. During certain periods, bicycles may be used massively. Therefore, there may not always be:

- Available for use in a selected Station
- Available free position to lock the bike in a selected Station

8.3. If it is impossible to lock the bike in a Station due to lack of available free positions, the user must be identified in the kiosk of the specific station and report the problem (by pressing the "Report Problem" kiosk). The system will immediately allocate additional free time of 30 minutes for the user to switch to another station to secure the bike.

8.4. The service is available during the operating hours specified by the Municipality of Chania, which are indicated at the bicycle stations.

8.5. Exceptions are the cases of downtime for maintenance, force majeure, or decision of the competent authorities for total or partial, temporary or indefinite curfew bicycle of the DSAB.

9. Obligations of Chania Municipality

9.1. The Municipality of Chania is committed to provide services in accordance to this Regulation.

9.2. The Municipality of Chania is committed to make every effort to ensure the continuity and quality of service

9.3. **Chania Municipality has no responsibility:**

- in case of misuse of the services proposed by the user
- in case of non-compliance by the user of his obligations as provided in this Regulation
- in case of using the service by an unauthorized person (especially in case of theft or abduction of access card (CycloCard))
- in case of failures, functions or suspension system due to interruption of communications in mobile networks or public telephony
- for any damage caused to the user during the use of the bicycle or any other person or property.
10. User’s Obligations

10.1. The user bears sole responsibility:

   i. For the good and proper use and protection of the Username (CycloName) and Password (PIN) which is granted.
   ii. For the good use of each bike he/she uses
   iii. Of movables carrying on the bike
   iv. Any financial penalty

10.2. Before using a bike, should carefully check the bike (tires, brakes, lights, saddle, bell). It is essential to test both of the brakes and be sure that they function correctly and that the tires are inflated. If your bike has a problem or injury, you should return it within 5 minutes of unlocking, report the damage to the kiosk and communicate by telephone at the Service or the system Administrator at the telephone number 2821821726 or the competent authority of Municipality of Chania. After the five minute inspection interval, the user accepts that the bike is in excellent condition and is personally responsible for any damage, injury or accident that may happen to her/him and/or to others.

10.3. During cycling, the user has to:

   I. Comply with these Rules, and all applicable laws and regulations and with the DSAB User Instructions which are posted on the kiosk. www.chania.gr.
   II. Comply with the indications of traffic lights, signals of the Traffic Police and the Highway Code when using the bike. The Highway Code refers to the website: http://www.yme.gr/imagebank/categories/KOK_pdf.pdf
   III. To use the Bicycle with logic, prudence and responsibility.
   IV. To ensure the bicycle during the Use Period.
   V. To properly lock the bike to an available free position on Lock Station.
   VI. To return the bike to the state it was when she/he received it (except any normal wear and tear).
   VII. For her/his own protection to wear a helmet.
   VIII. To check the bike before using it, especially brakes, front and rear lights.
   IX. To return the bike immediately after use. She/He may also rent another bike later if she/he needs it and benefits from the free usage time, as often as she/he wishes using different bikes.

B. B. May not:

   I. Use the Bike for any professional activity
   II. Give, lend or sell the bike, the Membership Card (cyclocard) or the password (PIN) to anyone, and allow anyone to use the Bike
III. Occur any damage to the bike, Station, Position Lock or kiosk or any of the equipment or our property in any way

IV. To load the bike with a weight exceeding 10 kilos or with any object that may protrude

V. Loading the bike with a total weight of over 115 kg

VI. Carrying dangerous or flammable substances or any object that may injure him or anyone else, cause damage to the bike, a foreign property or harm anyone

VII. To use the bike for races, shows or dangerous maneuvers

VIII. Disassemble or intervene in any way in the bike (or attempt to do so in any way)

IX. Add or adapt accessories or trailers on Bicycle

X. To use the Bicycle with antisocial manner that causes or is likely to cause harassment, worry or distress to another person.

XI. Use an umbrella or a mobile phone while cycling

XII. Make use of the bike in a bad weather or when she/he does not feel well or takes medication or is under the influence of alcohol or drugs.

10.4. If the user faces any problem with the bike in the License Period, which prevents him to continue using it, should immediately contact the System Administrator. If she/he faces any problem and nevertheless can continue using the bike safely, is kindly requested to report the problem by pressing the "Report Problem" in the kiosk

11. User Responsibilities and Representations

11.1. The user is solely and entirely responsible for any disasters that are caused to the bike throughout the cycling route, including the one to exceed the period prescribed for use in case of delayed return of the bicycle by the user.

11.2. Any delay in delivery of the bicycle more than 24 hours (the deadline is calculated from the time of receipt of the bike from the disposal station) is considered as a case of disappearance of the bicycle.

11.3. In case of bicycle’s disappearance for which the user is responsible, she/he is required to indicate the disappearance of the bicycle which remains under the user’s full responsibility in the telephone number 2821821726 or the competent service of Chania.

11.4. In case of an accident and / or damage and / or disaster and / or any incident that may happen because of the bicycle, the user is required to identify events within the indicated deadlines and the aforementioned phone 2821821726 or contact the competent department of Chania. Nevertheless the bicycle remains under the responsibility of the user until the blocking of a delivery point, or until its return to the responsible service of Chania.
11.5. In case of injury, accident or damage to foreign property, and any breach of the Highway Code (KOK), that may have been committed during bicycle use, the user is committed to a detailing report. The report should be in the System Administrator Support Center as soon as possible and well before the expiry of two (2) hours from the moment of the incident. Moreover, the user undertakes to cooperate in any investigation that may be from Chania Municipality or state authorities or insurance companies and to provide the necessary information requested. The bicycle remains in the sole responsibility of the user to be returned to the station or to be delivered directly to the competent department of Chania.

11.6. By taking responsibility of a bicycle, a user undertakes to verify in advance the effective operation of the bicycle, in particular by verification of the main functional elements of which are not limited to: the good positioning of the saddle and pedals, good condition of the frame and tires, the proper functioning of the bell, the proper functioning of brakes and lighting.

11.7. After the user's authentication by the station, she/he has the time limit of five minutes since receiving the key to confirm the overall good condition of the bicycle. Completed this time she/he is considered solely responsible for the observed failures or disasters.

11.8. It is recommended to the user to pay particular attention to braking in case of rain, make saddle adjustment to adjust the height of the morphology of the body and wear an approved helmet.

11.9. The user declares that she/he is fully aware of possible risks associated with the use of the bicycle. Moreover, accepts that all relevant information which is entered in the system is accurate, capable to use and also has the physical condition relating to the use of a bicycle.

11.10. The user undertakes to immediately warn the Municipality of Chania or the System Administrator of any change of personal element that is declared when registered as a user of the service.

11.11. The user can not turn against the Municipality of Chania in all cases requiring suspension, interruption or disruption of services.

11.12. The user is obliged to return the bicycle at any time requested by the Municipality of Chania.

11.13. The user is obliged to regularly keep up with the Municipality of Chania website for any changes resulting in subscriber's data or the Operating Regulations of the DSAB. If the data are incorrect, the Municipality of Chania has the right to cancel the user's subscription.

12. Limitation of Liability

12.1. The User agrees, understands and accepts the terms of use. In particular, the User is obliged to return the bicycle in the same condition that he delivered it. Worsening the situation of Bike aggravating for re-use and functionality of this lead to the provided for in this Regulation penalties and fines.
12.2. The City of Chania and competent to do so partners, representatives, managers, maintainers and employees, as well as any other person, company or other entity to which the relevant award has been obliged to keep bicycles in a suitable condition for use.

12.3. For claims arising out of bodily injury, death or property damage that may occur to the same User or others as a result of cycling and the system in general, the municipality has no civil and legal responsibility. Similarly, the Municipality has no civil and legal responsibility if the User gross negligence ignores the risks arising from the use of Bike and failure to observe safety rules and traffic general acceptance, which he ought to know.

12.4. For claims and disputes arising from this Regulation, the jurisdiction of the Courts of Chania. The Municipality reserves the right to appeal to the Court in any case of violation of this Use Regulations. In other respects the provisions of the Civil Code go to the extent while they are not contrary to the provisions of the present regulations.

13. Enforcement of fines penalties cases

13.1. Monetary penalties made after three (3) hours of receipt of the bicycle, as stated in paragraph 7.2, and lasts from the moment a bike is being unlocked since it is returned again to the station. It must be ensured that the bicycle is properly locked by listening the characteristic alarm. If this is not done then the charge does not cease.

13.2. Cases of fines relating to the use of ABSS are:

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<thead>
<tr>
<th>1. Pricing Policy</th>
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<tbody>
<tr>
<td>Use up to three (3) hours</td>
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<tr>
<td>After three (3) hours and up to 24 hours</td>
</tr>
<tr>
<td>From 24 hours up to 7 days</td>
</tr>
<tr>
<td>Delayed Bike return</td>
</tr>
<tr>
<td>Late cycling return after the 7 days or final loss</td>
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<tr>
<td>Damage fee</td>
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</table>

2. Other

If the user does not pay the fine, the system may correspond to not allow the use of any bicycle through the repayment of the fine corresponding to the funds of Chania. The user account will be activated the day of repayment. Alternatively, the Municipality of
Chania may make a Due Process Certificate.

* In case of registration in the system of the kiosk or website, there is a charge of one euro. This amount relates to the administration fee to cover banking and transaction costs.

### Payments & Payments Fines

13.3. If a user does not return the bike and refuses payment of financial penalties, the City may follow the procedure for attesting depts see: [Http://www.taxheaven.gr/laws/circular/view/id/17919](http://www.taxheaven.gr/laws/circular/view/id/17919)

13.4. In case of activation of one or more from the above mentioned, paragraph 13.1, the Finance Service Department sends individual notice to the user that contains the type of debt / billing, tax data of the user, the number and date of registration of debt / indebtedness fine, time and manner of this payment. The notice is mailed to the debtor and synynochrea persons, whether communicated to them in accordance to the Article 5 of N. 4174 / 2013 (written or electronic) and POL 1125 / 16.4.2014.

13.5. Potential / alternative Payment of fines are as follows:

- By direct debit credit or debit card user
- By cash to the Fund of the Municipality of Chania, after sending the relevant notices from the Finance Service Department of the Municipality of Chania
- By money order via Post Office after receipt of such notices by the Finance Directorate of the Municipality of Chania.
- Deposit to a bank account indicated by the Finance Directorate of Chania while sending relevant notices debt.

13.6. The user is responsible for safeguarding the assets of the account, use the password (PIN) and / or Membership Card (CycloCard) of. According to the above may be charged up to the fine amount of 20 € resulting from the inability to preserve the account as User.

13.7. The user is responsible for the payment of extra charges (fines) that arise.

### Fine non-Return Fee and Damage

13.8. In case of theft of the bicycle, the responsibility lies solely with the user. Therefore, the user should always lock the bike borrowed when it is outside the station.
13.9. If a bike is lost or stolen during the period of use, as well as one for some reason has not been returned to a station within 24 hours, the user may be charged the amount of the non-Return fine.

13.10. In case of imposing a financial penalty of non-Return or Damage Charge may the user not be requested to pay the penalty for the use or Delayed Return in the case of in the case of sufficient justification for the delay.

**Penalties:**

13.11. The User accepts the potential penalties charges (pricing fines) referred to paragraph 13.2 relating prevent breaching the free use of three (3) hours, the delay in returning the bicycle in four (4) automatic allocation stations bicycles, and any damage / theft & bicycle loss during use. In particular the user, accepts:

- Free use for three (3) first hours and then charged 1.00 Euro for each additional 1 hour.
- Fine Fee for late return of the bicycle (from 24 hours to 7 days) amounting to 110 Euros
- Fine Fee for permanent loss or return the bike beyond seven days amount 250,00 €,
- the burden of injuries or damage to the bike of up to 250 € which have been caused by him or third parties during the period of use,
- charged to the account (in case of lending by credit / debit card) or debt certificate (in case of borrowing through membership card (CycloCard) or through direct registration kiosk / disposal station)

14. Lost or Stolen Cards/Codes

14.1. If user loses the Membership Card (CycloCard) or the code (PIN) is damaged or stolen, then the System Administrator has to be informed. Then, the Administrator will take care for the permanent deactivation of the password (PIN) of the user in order to prevent further use. It may also be asked the subsequent adoption of a new Code.

14.2. If a code (PIN) that has already been granted is used fraudulently to stole a bike, then fines will not impose to user since she/he claims that the time code (PIN) has been lost or stolen. The user is likely to remain liable for any damage suffered by the time referred to the System Operator loss or theft of the password.

15. Cancellation and amendments

15.1. If the user wishes to cancel or amend:

A. the entry in the System of Communal Bicycle or relative Magazine Subscriptions

B. the Personal details,
then she/he is addressed to the System Operator.

15.2. If the user is a Member with an online account, may amend or directly inform the details of the registration using the electronic account.

### 16. Foreclosure

16.1. If at any time user does not comply with these Conditions, applicable laws and/or the instructions of ABSS, the Municipality of Chania reserves the right to exclude any user from using DSAB.

16.2. Information on non-compliance with these Terms, applicable laws and/or the instructions in the ABSS may be provided by the Police and the Municipality of Chania can use this information to prevent the user from using ABSS.

16.3. If the Municipality of Chania ascertain that the user intends to use the password to trick the municipality, then the System Administrator has the right to immediately disable the user's password/s and void the user's record in the ABSS.

### 17. Protests and disputes

17.1. As a part of the established process for managing queries and complaints are recorded and dealt with all queries and complaints are received by the System Administrator.

17.2. These terms are governed by Greek Law.

17.3. Responsible for resolving any disputes are the Greek Courts. The user accepts the exclusive local jurisdiction of the Courts of Chania.

### 18. Useful Information

18.1. The Municipality of Chania is committed to compliance with the regulation regarding confidentiality, management and storage of personal and confidential data.

18.2. The user has the right of access and rectification of the information concerning her/him, in a letter to the following address: Municipality of Chania, Kydonias 29 73135 Chania, with "Auto Distribution System Chania Bicycle" or by sending an email to the email address: dimos@chania.gr

18.3. Just the Municipality of Chania and each user have rights under these terms.

18.4. The user may not transfer any of her/his rights under these terms to any other person.

18.5. If there is a conflict between the terms and obligations of this Regulation and any translation will force the Greek text.

18.6. Users of the service will be informed about all modifications of these terms.

18.7. The Municipality of Chania has the right:
19. Acceptance of the agreement and Terms of Use

The user acknowledges explicitly and unreservedly that she/he is aware of the whole agreement, and that she/he fully understands, including Case monetary penalties and Limitation of Liability. The User agrees explicitly and unreservedly that he is bound by the terms of this Agreement.

Acceptance of Terms

User Name, Surname

Signature