

TERMS AND CONDITIONS OF THE PSARA MUNICIPALITY BIKE SHARING SYSTEM

ARTICLE 1 – Preamble

By the number 24/2024 decision of the Municipal Committee of the Municipality of Psara, the latter accepted the donation of an automated electric shared bicycle rental system by the non-profit company with the name “+PLEFSI”

The Municipality of Psara, with this regulation, determines the terms of use and operation of this Bike Sharing System, with the aim of managing and protecting the municipal property in the best possible way and, on the other hand, of clearly stating the obligations and rights of users.

In this regulation, the duration of the system's operation on a daily basis, the hours of its use by the citizens and visitors of the island, the conditions and the method of obtaining the right to use, the procedure and the method of using the system are determined. The obligations and rights of the users are also explicitly mentioned. Finally, the term of the user fee and the corresponding fines for each violation are defined, as well as the committee for their enforcement.

ARTICLE 2 - Legal Framework

This regulation is issued based on the provisions of articles 75 and 79 of Law 3463/2006, as amended by paragraph 2 article 11 of Law 4674/20 as well as the provisions of B.D. 24/9-20/10/1958 and is a regulatory administrative act that has the force of substantive law.

ARTICLE 3 - General Terms and Conditions

- i. **“Bike Sharing System (BSS)”** is the automated bike sharing system for short-term bike rental, implemented by the Municipality of Psara (hereafter the “Municipality”) as fully described hereto
- ii. **“Bike”** is the bicycle with aluminium frame, special design deterring theft and vandalism, which bears the logo of the Municipality and a unique identification number
- iii. **“Docking Station”** is the station for bikes which features undocking/docking points
- iv. **“Docking Point”** is the point in a Docking Station where a bike is undocked/docked
- v. **“User”** is any person registered to the BSS

- vi. **"Kiosk"** means the electronic machine located at each Station, through which the BSS is operated
- vii. **"Identification"** of each User is the process of his electronic registration in the BSS
- viii. **"Route"** means the period of time that elapses between the collection and the return of the bicycle to a Docking Point
- ix. **"Usage Fee"** means the fee paid by the User for the use of the BSS, as detailed in the corresponding chapter
- x. **"E-Wallet"** means the monetary balance of each User available for Routes
- xi. **"Payment Card"** means the bank card that the User uses to register to the System -if this process is followed- and to top up her E-wallet.

ARTICLE 4 - General System Description

At each station there is a kiosk, from where the system is operated. There, every User can get information about the system and how to use it. Also, after having being "identified", she can pick up or return a Bike.

Only registered Users (subscribers) of the System are entitled to use a Bike, which they can have in their possession for up to 24 consecutive hours ("Maximum Period of Use"). The duration of each "Route" also determines the due usage fee. The more specific terms of use of the System are described below:

ARTICLE 5 - BSS Registration Requirements

1) To register with BSS as a User you must:

- Be of 18 years of age or over
- Fill-in the registration form
- Unconditionally accept the terms and conditions on the usage of the system

2) You can register from the website of the System (psara.cyclopolis.gr)

3) During registration, the user types her mobile phone and his unique code ("Code (Password)" or "password"). The User can change it any time

The mobile phone and the Code (Password) constitute the "identity" of the User. This "identity" is personal, i.e. it is used exclusively by the User, while it belongs directly to the Municipality of Psara

Registration in the BSS is free of charge

4) After registration, the User must charge her Cyclowallet", with the use of valid a credit card, with a minimum amount of €2,00. Only then is the right to use the BSS activated.

Only Users are granted with the right to use a Bike, which they can have in their possession for up to 24 consecutive hours ("Maximum Period of Use"). In the event the Bike is not returned within the Maximum Use Period, late return or permanent loss charges/penalties are imposed, as described in the table below. Similarly, if the bike is returned with damage beyond normal wear and tear or use, damage charges/penalties will apply, as described in the table in the below.

ARTICLE 6 - User Policy

Each time the User unlocks a Bike from the Station a "Trip" is activated, which is completed when the bicycle is returned and locked in any Docking Point.

In case the User has returned the Bike within the first 5 minutes of its unlocking, the User is not charged, assuming that the Bike has some damage or malfunction. In any other case, the User is charged €0,25 for every ten minutes of using the Bike.

For the calculation of the duration of each "Trip", only the data obtained from the System are taken into account.

ARTICLE 7 - Charges

1) The following charges apply to the respective cases:

Description	Charges (€)
Every ten minutes (10')	0,25
Bike damage	Max 500,00
Late return of Bike (after 24 hours)	500,00
Permanent loss or return of bike after 7 days	1.500,00

- The charge for late docking is due at the end of the 24 hours or 7 days
- The charge for damage is due upon detection of the damage.

2) Especially in the case of Bike damage, the cost attributed to the User, with the above procedure, results from the respective documents for the repair of the damage and the evidence that the damage occurred while was rented by the User.

ARTICLE 8 - User Obligations

1. The User is held responsible for:

- i. Their registered Code (Password)

- ii. The Bike they use
 - iii. Anything carried by the Bike
 - iv. Charges incurred by the use of the Bike
2. Users may be requested some information in respect of use of the Bike. At request, they must provide:
 - i. Name and address
 - ii. Details of each journey, including date and time they used the Bike and route taken
3. Before using of the Bike, the User must check it thoroughly (tyres, brakes, lights, saddle and bell). Users are strongly advised to always check and make sure both brakes work properly and that tyres are pumped up before they use a Bike. If there is anything wrong with the Bike, the User must dock it within 5 minutes from undocking, report the damage at the Kiosk and undock another Bike, if they wish. At the end of the 5 minutes from undocking, User accepts that the Bike is in neat condition. Users are held responsible for any injury or accident caused to themselves and/or other people.
4. User must:
 - i. Comply with the Terms and Conditions detailed in this Regulation, the existing laws and provisions as well as with the Instructions of Use of BSS displayed at the Kiosk and on our web site
 - ii. Comply with traffic lights, road signs and the Highway Code
 - iii. Use the Bike reasonably, considerately and responsibly
 - iv. Take reasonable care of the Bike
 - v. When returning a Bike at a Station, securely dock the Bike at an available Docking Point
 - vi. Dock the Bike in the same condition as it was when undocked (except for fair wear and tear) and
 - vii. Always wear a helmet
5. User must not:
 - i. Lock or secure the Bike to any other point or place than Docking Points at BSS Docking Stations

- ii. Use a Bike to provide or operate a courier service or other business
 - iii. Give, lend or sell a Bike or its Credentials to any other person or allow any other person to use the Bike
 - iv. Damage, deface and vandalise a Bike, Station, Docking Point, Kiosk or any of the equipment or property in any way
 - v. Load the Bike with more than 10 kilograms or any object which overhangs the rack or
 - vi. Load the Bike with a total weight of over 115 kilograms
 - vii. Carry:
 - i. Hazardous or flammable material or
 - ii. Any object which:
 - 1. Is likely to injure themselves or any other person
 - 2. Is likely to damage the Bike, any other person or property
 - 3. Prohibited by law
 - viii. Use Bike for racing, stunts or trick-riding
 - ix. Dismantle or tamper with Bike (or in any way attempt to do so)
 - x. Add or attach accessories or trailers to Bike
 - xi. Use Bike in an antisocial manner, i.e. a manner which causes or is likely to cause harassment, alarm or distress to other people.
6. In case a User faces any problem with the Bike during the Trip which prevents them from continuing to use the Bike, they have to contact the Help Centre. In case a User experiences a problem but can safely continue to use the Bike, she has to report the problem at the Kiosk, in the “Problem Report” field.
7. Also, in case of loss of the Code (Password), the User must inform the Call Center, in order to permanently deactivate it and prevent its illegitimate use. Under the aforementioned provisions, the User may request a new Code

8. If a Code (Password) is used and a Bike is stolen, no Charges will be imposed on the Code (Password) owner, provided that the User has promptly reported that the Code (Password) was lost or stolen
9. Finally, the User explicitly and forever release the Municipality, all its representatives, collaborators, employees or executives or any other person, company or other entities including manufacturers, salespeople, maintenance suppliers and sponsors (“Released Parties”) from any claim, responsibility, legal and civil liability in respect of injury, death or property damage which may happen to User or other people as a consequence of the design, mounting, maintenance, use and usage of the Bike and BSS in general.

By accepting the terms and conditions of this Regulation, User (as well as any representative of them) release the “Released Parties” from any relevant claim and/or payment, civil or legal liability.

Moreover, User comprehend and agree that by the terms and conditions of this Regulation, they renounce any claim or right to legal proceedings against the “Released Parties” incurred from the design, mounting, maintenance, use and usage of a Bike and BSS in general.

ARTICLE 9 - Other Provisions

1) Cancellation and amendment.

User can cancel or amend their registration on BSS or their personal details by calling the Help Centre.

The User can cancel, modify or update the details of her registration through her electronic account.

2) Exclusion

User’s failure to comply with the terms and conditions of this Regulation and/or instructions of use of BSS, may result in User being excluded by the Municipality from the use of the BSS. In this event, Code (Password) is deactivated and User’s registration on BSS is cancelled, without any refund of possible amount remaining in her CycloWallet.

3) Complaints and disputes

All Users can submit in writing any complaints/disagreements/disputes about the use of BSS or charges imposed at the Municipality or on the web; these are recorded on BSS. Response will follow in due time.

4) Data Confidentiality

The Municipality of Psara is committed to complying with the regulations regarding the confidentiality, management and storage of personal and confidential data. According to this regulation, the User has the right to access and correct the information concerning her, by writing to the following address: Psara Town Hall, P.O. 84100, Psara, labeled "Psara Municipality Bicycle Sharing System".

ARTICLE 10 - System Operation

The operation and management of the BSS will be undertaken by the Municipality of Psara through its Services or will be assigned by the Municipality to an external partner and will include the maintenance of bicycles and consumables, the promotion of the System, its commercial exploitation and its operation and management in general.

ARTICLE 11 - Acceptance of the Agreement and Terms and Conditions of Use

The User expressly and unreservedly acknowledges that she has carefully read the entirety of this document and that she fully understands it, including the Usage Fees and the Disclaimer.

The User expressly and unconditionally agrees to be bound by the terms of this agreement.

By activating the option to accept these terms of use, the User agrees that she has read, understood and unconditionally accepts the above TERMS AND CONDITIONS OF USE.

ARTICLE 12 - Protection of Personal Data

The collection and further processing of personal data carried out in the context of the use and operation of the shared electric bicycle system by the Municipality is governed by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons against the processing of personal data and for the free movement of such data and the repeal of Directive 95/46/EC ("General Data Protection Regulation") as well as Law 4624/2019: "Personal Data Protection Principle, implementation measures of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 for the protection of natural persons against data processing (Government Gazette 137/A/29-8-2019), as applicable.

ARTICLE 13 – Complaints

The user can file a complaint within a period of three (3) months from the date on which the events complained of occurred. These terms are subject to the Greek law. Any related dispute in the execution, operation and interpretation of the terms will be resolved judicially in the respective courts.

Every complaint will be sent to the following address: Municipality of Psara, Psara P.O. 821 04, tel: 22743 50100, Email: psara 2@otenet.gr, with the indication: "Complaint about the Bike Sharing System of the Municipality of Psara".

ARTICLE 14 – Power Supply of the BSS

The municipality is responsible for the system's power provision.

Power supply of the rental stations is the responsibility and at the expenses of the Municipality of Psara.

ARTICLE 15 - Application of the Regulation

The responsibility for implementing this regulation belongs to the respective departments of the Municipality.

The fees and charges provided for in this Regulation can be adjusted by a decision of the Municipal Council, for which the absolute majority of those present is sufficient.

Users of the service will be informed of all amendments to these terms and conditions on the website of the Municipality.

Possible charges provided for by the provisions of this Regulation and imposed as above are confirmed in accordance with the law.