

Full Regulation – Public Bicycle Sharing System & GDPR

Municipality of Mytilene

ARTICLE 1 – PREAMBLE

The Municipality of Mytilene, through this regulation, sets out the terms of use and operation of the Public Bicycle Sharing System (PBSS), with the dual aim of managing and protecting municipal property in the best possible way, and clearly outlining the obligations and rights of users.

This regulation specifies the daily operation schedule of the system, the hours during which it may be used by citizens, the conditions and procedures for obtaining the right to use it, and the process and method of system use. Additionally, it explicitly states the obligations and rights of users. Lastly, it defines the applicable fines for each violation and the committee responsible for imposing them.

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 of Article 11 of Law 4674/20 and Royal Decree 24/9–20/10/1958. It constitutes a regulatory administrative act with the force of substantive law.

ARTICLE 3 – GENERAL TERMS AND DEFINITIONS

Public Bicycle Sharing System (PBSS): Refers to the short-term public bicycle rental system implemented by the Municipality, as described in detail in this regulation.

Bicycle: Refers to the public-use bicycle employed within the PBSS, which features anti-theft and anti-vandalism design elements and carries a unique identification number.

Rental Station: The designated station where bicycles are located, including docking/charging positions.

Docking/Charging Position: The position at the station where the bicycle is placed and secured.

Rental Terminal: The touch-screen system that allows users to rent a bicycle.

User: Any individual who is registered in and uses the PBSS.

User Registration: The process by which a natural person registers in the system.

Administrator: Either the Municipality itself or a legal entity to which the Municipality has assigned the operation of the PBSS.

ARTICLE 4 – GENERAL SYSTEM DESCRIPTION

The system includes 43 electric bicycles and 7 bicycle rental stations.

Stations are located in the following areas within the urban fabric of the city:

- EPANO SKALA
- PORT
- SAPPHO SQUARE
- CITY HALL
- MILENA KONTOU SQUARE
- KALLITHEA
- UNIVERSITY

Access to the PBSS bicycles is exclusively available from these stations.

ARTICLE 5 – REGISTRATION PROCEDURE AND ACCESS METHOD

5.1 User Registration

Identification Details:

Any citizen wishing to use the PBSS may proceed with registration by providing the system with their basic personal information through one of the following methods:

- On the dedicated website: mytilene.cyclopolis.gr
- On the Cyclopolis mobile app, which must be downloaded to their mobile device and is available for free via the Google Play Store or Apple Store.

During registration, users must provide valid identification information. This data is used to verify the user's identity and age.

There is no charge for using the system, as its services are offered free of charge to citizens.

User identification is performed through a bank card (debit or credit).

A €1 amount is temporarily held per rental via the card.

This amount is automatically released upon return of the bicycle.

Verification of Information:

After completing registration and providing all required details, the user specifies their registration email and requests a one-time verification code.

Account Activation:

The user must then fill in their name, password, and the one-time code received via email. After submitting this information and selecting “Register,” the registration process is completed.

Registering for the Municipality of Mytilene’s Public Electric Bicycle Service is a simple but essential process to ensure the smooth operation of the system. Users must provide valid data to enjoy the benefits of the service.

5.2 Use of the System

To rent a bicycle, the user either enters their mobile phone number and registration code at the rental terminal, or simply scans the QR code located on the bicycle.

The docking position unlocks the bicycle and the rental begins.

Users must return the bicycle to any rental station and lock it in an available docking/charging position within two (2) hours of unlocking it. Only then is the bicycle considered "returned" and no longer linked to the user.

If for any reason the user cannot lock the bicycle in a docking/charging position, they must immediately contact the support center at tel: 2152157996 and follow the instructions for returning the bike.

Use of the PBSS is allowed only for individuals aged 18 or older, who are competent in using a bicycle and have no medical condition prohibiting such activity (otherwise, the Municipality or Administrator bears no liability).

The user’s electronic account is strictly personal and non-transferable. The account holder is legally responsible, bound by this Regulation, and is held accountable for any damage or injury directly or indirectly caused by the use of the bicycle.

ARTICLE 6 – SERVICE AVAILABILITY

The hours of use and operation of the system have been defined to serve the public, offering mobility options throughout the day. Bicycles are available for use 24 hours a day, 7 days a week, 365 days a year.

Exceptions include service suspension for maintenance, force majeure, or decisions by competent authorities for total or partial and temporary or indefinite suspension of the PBSS.

During special events, such as races, parades, or other public events, the Municipality may announce temporary changes in usage hours or routes for safety and organizational reasons. Users will be informed of any emergency changes to the usage hours through the official website of the Municipality of Mytilene and the mobile app.

ARTICLE 7 – OBLIGATIONS OF THE PARTIES

7.1 Obligations of the Municipality

The Municipality commits to providing PBSS operational services in accordance with the terms set forth herein.

The Municipality commits to making every effort to ensure the duration and quality of the shared bicycle service.

The Municipality is not liable in the event of:

- misuse of the proposed services by the user,
- poor, negligent, or unlawful conduct of the bicycle user,
- the user's failure to fulfill obligations stated in this Regulation,
- service use by unauthorized individuals,
- accidents (traffic or otherwise) that may occur to users during use,
- system failures, saturation, malfunctions, or suspension due to disruption of communications on mobile networks, public telephone, GSM, GPRS, SMS, or any next-generation network developed by the mobile service provider,
- force majeure.

7.2 Obligations of the User

The maximum usage time per bicycle is defined as two (2) hours. The user agrees to return the bicycle within the designated time. In the event of disagreement regarding the duration of bicycle use by the user, the only reliable data shall be that provided by the PBSS information system.

In case of delay in returning the bicycle beyond two (2) hours, the penalties defined in Article 11 apply. In case of damage to part or all of the equipment, the damage cost is assessed by the Municipality and additionally charged to the user, according to the terms and methods of Article 11.

The user agrees to:

- Use the bicycle with increased attention and comply with traffic and road safety rules.
- Inspect the bicycle before starting to use it, including checking the proper operation of the transmission system, frame and tires, brakes, lighting, and any feature necessary for safe usage. In case of malfunction, the user must return the bicycle within five (5) minutes and immediately report the malfunction to the system.

- Use the bicycle exclusively within the Municipality's limits.
- Safeguard the bicycle, protect it from theft or vandalism while in their possession, and upon return, use the bicycle's anti-theft system (lock it in a Docking/Charging Position).
- Ensure proper use and protection of the Bicycle.
- Accept full responsibility for any damage or injury caused to the bicycle or others during its use.
- Return the bicycle at any time if misuse of the PBSS terms is identified, upon first request from the Municipality or the Administrator via any communication method (phone, email, etc.).
- Report any loss, theft, problem, or incident concerning the Bicycle immediately. Reporting should be made via the phone number indicated on the Municipality's website, Rental Station, etc. Until its return, the Bicycle remains the user's responsibility according to this regulation.
- Compensate the Municipality for any damage caused to third parties and reimburse the Municipality for any amount it pays to a third party due to bicycle use, whether through legal or extrajudicial means. In this case, the Municipality has the right to recourse against the liable user.

ARTICLE 8 – RESTRICTIONS ON THE USE OF THE SERVICE

The user is prohibited from lending, renting, or transferring their electronic account to another person.

In the event of a compromised access password, the user must immediately notify the Call Center so access by unauthorized users can be disabled. The user may then request the issuance of new credentials.

In case of theft of the Bicycle while in the user's possession, the user must immediately notify the Municipality via the Call Center.

The user has the right to use the Bicycle in accordance with this regulation, as long as the use is reasonable. Prohibited uses include:

- Any use outside the designated area
- Any use that violates the Highway Code or safety regulations
- Any use on terrain or under conditions that could damage the Bicycle
- Transporting any load exceeding fifteen (15) kilograms, including in the basket
- Carrying a passenger by any means
- Any use that could endanger the user or third parties
- Any disassembly or attempt to disassemble all or part of the Bicycle
- Any other form of improper or unconventional use of the Bicycle

ARTICLE 9 – USER RESPONSIBILITIES AND DECLARATIONS

The user is solely and entirely responsible for any damage caused by or to the Bicycle while it is in their possession.

In the event the bicycle goes missing while under the user's responsibility, the user must immediately report the disappearance. The bicycle remains entirely under their responsibility until it is returned to a Docking/Charging Position.

In the event of an accident and/or damage, and/or destruction, and/or any incident involving the bicycle, the user is required to report the incident to the Call Center within the specified time limits. Nonetheless, the bicycle remains under the user's responsibility until it is securely locked at a Rental Station or handed over to an authorized representative of the Administrator.

Upon assuming responsibility for a bicycle, the user commits to checking its proper functionality beforehand, particularly by verifying the main operational parts, including but not limited to:

Proper seat and pedal positioning

Frame and tire condition

Functionality of the bell, brakes, and lights

After taking the Bicycle, the user has five (5) minutes to confirm its overall condition. If no issues are reported within this period—either via the mobile app (under “Report a Problem”) or by calling the support center at 2152157996—the user will be considered responsible for any observed damage or defect at the time of return.

It is recommended that the user:

Be especially cautious when braking in rainy conditions

Adjust the seat height to fit their body size

Wear an approved helmet and proper cycling attire

Follow all required safety measures under applicable law

The user declares that they are fully aware of the potential risks associated with bicycle use. They further declare that all information submitted to the system is accurate, that they are physically capable of riding a bicycle, and that they meet all conditions specified in Article 8.

The user agrees to promptly notify the Municipality of any changes to their personal information submitted during registration.

The user cannot hold the Municipality liable for any suspension, interruption, or malfunction of the PBSS services.

Finally, the user explicitly and permanently releases the Municipality and the PBSS Administrator, their representatives, partners, employees, and agents—as well as any other individual, company, or entity, including manufacturers, vendors, maintenance providers, and potential sponsors of the Bicycles (“Released Parties”)—from any claims, liability, legal or civil responsibility arising from bodily injury, death, or property damage that may occur to the user or third parties due to the design, assembly, maintenance, use, or operation of the Bicycle and the PBSS in general (“Waiver of Liability”).

ARTICLE 10 – RIGHTS OF THE MUNICIPALITY

The Municipality reserves the right to deny access to the service to any individual who does not comply with the present terms, without the obligation to provide any further justification.

ARTICLE 11 – PENALTIES AND FINES

If the user delays the return of the bicycle beyond the initial two (2) hours, a penalty of one-day suspension from the PBSS will be imposed for each additional hour of delay.

If the bicycle is not returned within 24 hours, a fine of €2,000.00 will be imposed.

If the bicycle is returned damaged, the amount of the fine will be determined after an evaluation by the three-member committee of the Municipality, as specified in Article 14.

ARTICLE 12 – PERSONAL DATA PROTECTION

The collection and further processing of personal data carried out in the context of the use and operation of the PBSS 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 with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (commonly known as the General Data Protection Regulation – GDPR),

as well as

Greek Law 4624/2019, titled: “Hellenic Data Protection Authority, implementing measures of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data” (Government Gazette 137/A/29-8-2019), as in force.

Detailed information about the collection and processing of users’ personal data is provided in the Data Protection Notice, which is included in the Annex of this Regulation.

ARTICLE 13 – DISPUTE REGULATION

The user may file a complaint within a period of three (3) months from the date the incident occurred.

These terms are subject to Greek law. Any dispute related to the execution, operation, or interpretation of these terms shall be resolved by the competent courts.

All complaints must be sent to the following address:

El. Venizelou 13-17, 81132, Mytilene

or via email to: dimos@mytilene.gr

with the subject line: "Complaint regarding the Public Bicycle Sharing System of the Municipality of Mytilene."

ARTICLE 14 – THREE-MEMBER COMMITTEE FOR PBSS MANAGEMENT, DAMAGE & THEFT ASSESSMENT, AND FINE IMPOSITION

The operation and management of the PBSS shall be assigned to a contractor, who will undertake:

- Bicycle and consumables maintenance
- Bicycle redistribution among rental stations
- Call center support service
- System insurance
- General operation of the PBSS

To oversee these processes, the Municipality shall establish a three-member committee with regular and alternate members.

The responsibilities of the Committee include:

- Recommending amendments to the terms of use and operation to the Municipal Council.
 - Deciding on the suspension and resumption of PBSS operation (entire system or individual stations) in case of damage reported by the PBSS Manager that requires temporary shutdown.
 - Approving advertisements and designating sponsor space for those financially supporting the system.
 - Reviewing user complaints and requests (e.g., network expansion, damage reports).
 - In cases of theft or vandalism at bike stations or of bicycles, ensuring all administrative actions are taken with relevant authorities (e.g., Police Department, Traffic Police), gathering evidence, and cooperating lawfully to clarify incidents. If the perpetrator is identified, the committee forwards their details to the competent authority to apply the corresponding fine per Article 11.
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- Reviewing appeals regarding fines.

- Issuing violation fines to users and forwarding them to the Municipality's Financial Department for confirmation and collection.
- Documenting any damage caused to the PBSS (with evidence such as photos) and imposing repair fines. If damage is deemed intentional, the fine is applied per Article 11.

ARTICLE 15 – RIDING RULES FOR USERS OF THE PUBLIC BICYCLE SHARING SYSTEM

Safe and responsible riding of shared bicycles is essential for promoting sustainable mobility and protecting all road users. The following rules must be strictly observed:

Compliance with the Highway Code

Users must follow all traffic laws as vehicle drivers do.

They must obey road signs, traffic lights, and traffic officers.

Use of Bicycle Lanes

Where available, users must use bicycle lanes.

Where there are no designated lanes, users must ride as close as possible to the right-hand side of the road.

Usage Restrictions

Bicycles may not be used on sidewalks, pedestrian zones, or prohibited areas unless clearly marked for bicycles.

Use while under the influence of alcohol or substances affecting driving ability is strictly prohibited.

Parking and Security

Upon return, bicycles must be locked and left in a secure state.

Behavior While Riding

Users must ride cautiously, respectfully, and avoid dangerous maneuvers.

Use of mobile phones or distracting devices while riding is prohibited.

Pedestrian Respect

Maintain a safe distance from pedestrians and avoid sudden movements that may endanger them.

Riding on Busy Roads

Be especially cautious on roads with heavy traffic.

Avoid high-speed or high-traffic roads whenever possible.

The Municipality of Mytilene strongly recommends that users wear protective helmets.

ARTICLE 16 – IMPLEMENTATION OF THE REGULATION

Responsibility for enforcing this regulation lies with the relevant departments of the Municipality.

The compensation amounts stipulated in this Regulation may be adjusted by decision of the Municipal Council, with a simple majority of present members.

Users can stay informed about this Regulation and any amendments via:

The official website: www.mytilene.cyclopolis.gr

The official mobile application

Compensation amounts imposed under this Regulation will be collected in accordance with the law.

APPENDIX I – INFORMATION ON THE COLLECTION AND PROCESSING OF PERSONAL DATA

Subject of this Notice

The Municipality of Mytilene (hereinafter referred to as the “Municipality” or the “Data Controller”), located at El. Venizelou 13–17, 81132 Mytilene, aims through this document to inform users about the method and purpose of processing their personal data during the use of the Public Bicycle Sharing System provided by the Municipality.

Definitions

For the purposes of this Notice, the following terms have the following meanings:

- **“Personal Data”**: Any information concerning an identified or identifiable natural person (“data subject”). An identifiable person is one whose identity can be established, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, online identifier, or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- **“Special Categories of Personal Data”**: Personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, as well as genetic data, biometric data for the purpose of uniquely identifying a person, health-related data, or data concerning a person’s sex life or sexual orientation.
- **“Processing”**: Any operation or set of operations performed on personal data or sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- **“Anonymization”**: The processing of personal data in such a manner that the data can no longer be attributed to a specific data subject.
- **“Pseudonymization”**: The processing of personal data so that it can no longer be attributed to a specific data subject without the use of additional information kept separately.
- **“Data Controller”**: The natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.
- **“Processor”**: A natural or legal person, public authority, agency, or other body that processes personal data on behalf of the Data Controller.

- **“Data Subject”**: The natural person whose personal data is being processed, in this case, users of the Bike Sharing System.
- **“Consent”**: Any freely given, specific, informed, and unambiguous indication of the data subject’s wishes by which they, by a statement or by a clear affirmative action, signify agreement to the processing of personal data relating to them.
- **“Personal Data Breach”**: A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data.
- **“Applicable Legislation”**: National and European legislation on the protection of personal data, in particular the General Data Protection Regulation (EU) 2016/679 (“GDPR”), Law 4624/2019, and decisions, directives, and opinions of the Hellenic Data Protection Authority.

Data Collected by the Municipality Under the Bike Sharing System

To operate the Bike Sharing System, the Municipality collects and processes personal data from multiple sources. Specifically:

Personal Data	Source	Purpose	Legal Basis
Name	The user themselves	Operation of the bike system and protection from theft/vandalism	Necessary for public interest task (Art. 6(1)(e) GDPR & Art. 5 Law 4624/2019)
Surname	–	Same as above	Same as above
Email	–	Communication and account management	Same as above
Mobile number	–	Identity verification and notifications	Same as above
Location, movement, parking metadata	From the bike	Anti-theft and damage prevention	Same as above

Processing of Minors’ Personal Data

The service is not intended for individuals under 18 years of age. Therefore, the Municipality does not knowingly collect or process data from minors. If parents or guardians discover unauthorized disclosure of a minor’s data, they are advised to contact the Municipality to request deletion or exercise other rights. If the Municipality becomes aware of such collection, it will immediately delete the data and take appropriate protection measures.

Recipients

Access to users' personal data is granted to the company **Cyclopolis IKE**, contracted by the Municipality to manage and operate the system for one year. Cyclopolis is contractually bound by confidentiality and data protection laws. If a new operator is appointed after the initial year, they will be bound by the same confidentiality requirements.

Data may also be shared with:

- Municipal staff in the course of duty
- Public authorities (e.g., police, judicial, tax, customs, data protection authority) for compliance purposes.

Data Transfers Outside the EU

User data is generally not transferred outside the EU. If such transfer occurs, the Municipality ensures:

- The destination country has an adequacy decision (Art. 45 GDPR), or
- Appropriate safeguards are in place (Art. 46 GDPR), or
- One of the derogations under Art. 49 GDPR applies (e.g., user consent, public interest, legal claims).

Without these conditions, data will not be transferred.

Data Retention Period

User data is retained while the account remains active or for as long as needed to:

- Fulfill the contract,
- Support legal claims.

Where legal obligations apply, data is retained for the period required by law.

Data Security

The Municipality adopts appropriate technical and organizational measures (e.g., antivirus, firewall) to protect users' rights and data, based on:

- Technological developments,
- Processing scope and purpose,
- Associated risks.

Despite best efforts, no system is 100% secure.

Data Breaches

In case of a breach, the Municipality follows a formal **Incident Management Policy**. If a user suspects a breach, they should report it immediately to:

✉ **dimos@mytilene.gr**

User Rights

Users have the following rights under applicable legislation:

- a) **Access** – Request a copy of personal data and processing purpose.
- b) **Rectification** – Correct inaccurate/incomplete data.
- c) **Erasure** – Request deletion if not needed or if no legal basis exists.
- d) **Restriction** – Limit processing under certain conditions.
- e) **Portability** – Request transfer of data to self or third party.
- f) **Withdraw Consent** – At any time, without affecting prior processing.

Users may also **object** to data processing where deletion is not possible.

Requests will be addressed within 30 days of verification.

For complaints, users can contact the **Hellenic Data Protection Authority**: www.dpa.gr

Contact Information

For any personal data inquiries or to exercise rights, users may contact the Municipality's Data Protection Officer via: www.mytilene.gr