

REGULATIONS FOR THE OPERATION OF THE BICYCLE SHARING SYSTEM OF THE MUNICIPALITY OF POROS

ARTICLE 1. PREAMBLE

The Municipality, with this regulation, determines the terms of use and operation of the Shared Bicycle System, conventional and electric, with the aim, on the one hand, of managing and protecting municipal property in the best possible way and, on the other hand, of clearly defining the obligations and rights of users.

This regulation determines the duration of operation of the system on a daily basis, the hours of its use by citizens, the conditions and the method of obtaining the right to use, the procedure and the method of using the system. In addition, the obligations and rights of users are explicitly mentioned. Finally, the corresponding fines for each violation are determined, 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 L.4674/20 and the Royal Decree 24/9-20/10/1958 and constitutes a regulatory administrative act that has the force of substantive law.

ARTICLE 3. GENERAL TERMS AND DEFINITIONS

- “Bike Sharing System (BSS)” means the system of shared bicycles, conventional and electric, implemented by the Municipality, with the possibility of short-term use of bicycles, as described in detail in the regulation
- “Bicycle” means the shared bicycle, conventional and electric, used within the framework of the BSS, has a special anti-theft and anti-vandal design and bears a special “identification” number
- “Rental Station” means the bicycle station that includes locking/charging positions
- “Locking Position or Locking/Charging Position” means the location of the Station where the Bicycle is placed and secured
- “Rental Terminal” means the system with a touch screen, through which possibility of renting a bicycle
- “User” means any user of the BSS who has registered and uses the BSS
- “User Registration” means the process of registering any natural person in the system with identification via credit card

- “Administrator” of the BSS means either the Municipality or the legal entity to which the Municipality has assigned the provision of the services necessary for the operation of the BSS

ARTICLE 4. SERVICE REGISTRATION PROCEDURE AND ACCESS METHOD

Any citizen who wishes to use the BSS can proceed with registration, providing the system with their basic details:

1. on the special website (web site) poros.cyclopolis.gr
2. on the special mobile application (app), which is offered free of charge from the Google Play Store or the Apple Store

There will be no charge for use offered free of charge from the Google Play Store or the Apple Store

There will be no charge for use of the system, since the system services are provided to citizens free of charge.

To rent a Bicycle, the user either types his mobile phone number and the code he received during registration into the Rental Terminal, or simply scans the QR code on the Bicycle. The lock position unlocks the bicycle and use begins.

It is noted that the user's identification is carried out via a bank card.

Users must have returned the Bicycle to any Rental Station and secure it in an empty Lock/Charging Position within two (2) hours from the moment they unlocked it. Only in this way is the bicycle "repaid" by the user. If for any reason the user cannot secure the bicycle in a Lock/Charging Position, he must immediately contact the call center and deliver the bicycle in the manner indicated.

[6]

The operation of the service is only permitted to persons over 18 years of age, knowledgeable in the use of bicycles and who do not have any medical instructions contrary to their use (otherwise the Municipality or the Administrator shall not be held liable).

The User's electronic account is strictly personal and is not transferable. Its holder is legally responsible, bound by these Regulations and is held liable for any damage or injury caused directly or indirectly by the use of the Bicycle.

ARTICLE 5. AVAILABILITY OF THE SERVICE

The service is available 24x7x365. Exceptions are cases of interruption of operation for maintenance reasons, reasons of force majeure, or a decision by the competent

authorities for a total or partial and temporary or indefinite suspension of the operation of the MS.

ARTICLE 6. OBLIGATIONS OF THE PARTIES

6.1 Obligations of the Municipality

The Municipality is committed to providing the operating services of the shared bicycle service, in accordance with the terms and conditions set forth herein.

The Municipality is committed 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
- bad, improper or delinquent behavior of the bicycle user
- in the event of failure by the user to comply with his obligations as stated in this Regulation
- use of the service by an unauthorized person
- accidents (traffic or other) that may occur to users during use
- damage, saturation, malfunctions or suspension of the

[7]

system due to interruption of communications in mobile telephony networks, public telephony, GSM, GPRS, SMS or any new generation of networks developed by the mobile telephony provider • force majeure

6.2 User Obligations

The maximum time of use of each bicycle is set at two (2) hours. The user undertakes to return the bicycle at the predetermined time. In case of disagreement on the duration of use of the bicycle by the user, the only reliable data is considered to be that provided by the information system of the MS.

In case of delay in returning the bicycle beyond 2 hours, the penalties set out in Article 10 are imposed. In case of destruction of part or all of the material, the amount of damage caused is assessed by the Municipality and is additionally charged to the user, based on the terms and methods of [Article 10](#).

- The user is committed to using the bicycle with increased caution and to complying with safety and road traffic rules and to wearing a helmet of appropriate specifications
- The user is committed to checking the bicycle before starting to use it. More specifically, he must check the proper functioning of the drive system, the frame and tires, the brakes, the lighting and in general any means necessary for the safe use of the bicycle. In case of malfunctions of the bicycle, he must return it to a Locking Position within (5) minutes and immediately report the damage he found to the system.
- The user is also committed to using the bicycle exclusively within the boundaries of the Municipality.
- The user assumes custody of the bicycle, is obliged to protect it from theft and/or vandalism while in his possession and is committed to using the anti-theft system of the Bicycle upon returning the bicycle to the Rental Station (securing the bicycle in an empty Locking/Charging Position).

[8]

- The user is committed to the proper use and protection of the Bicycle
 - The user assumes full responsibility for any damage or injury caused to the bicycle or to others during its use
 - The user is committed to returning the Bicycle at any time,
- if abuse of the terms of use of the MS is observed, at the first request of the Municipality or the Administrator made through any means of communication with him (telephone, e-mail or other)
- The user is committed to reporting any loss, theft or other problem or incident related to the Bicycle. The report should be made immediately, to the telephone number listed on the Municipality's website, at the Bicycle Rental Station, etc. However, until its delivery, the Bicycle remains under the responsibility of the user in accordance with the terms of this regulation
 - The user is liable to the Municipality for any damage caused to third parties and is obliged to compensate the Municipality for any amount the latter pays to any third party from the use of the bicycle either judicially or extrajudicially. The Municipality in this case has the right to appeal against the liable bicycle user.

ARTICLE 7. RESTRICTIONS ON THE USE OF THE SERVICE

- The user is prohibited from lending, renting or granting his electronic account to another person
- In the event of interception of his password, the user must immediately inform via the Call Center so that access to an unauthorized user is deactivated and can then request the issuance of new ones
- In the event of theft of the Bicycle while it was in the user's possession, the user must immediately inform the Municipality via the call center
- The user has the right to use the Bicycle in accordance with these regulations, as long as he makes reasonable use, which mainly excludes: any use outside a predetermined area, any use contrary to the provisions of the Highway Code or safety rules,

any use on lands or in natural conditions that destroy the bicycle, the transport of any load over fifteen (15) kilograms (including the basket space), any passenger transport in any way, any use that could endanger the user or third parties, any disassembly or attempted disassembly of all or part of the bicycle and in general any unorthodox use of the Bicycle

[9]

ARTICLE 8. USER'S RESPONSIBILITIES AND STATEMENTS

- The user is solely and entirely responsible for any damage caused by the Bicycle (or to the Bicycle) while it was in his possession
- In the event of the disappearance of the bicycle for which he is responsible, the user has the obligation to report the disappearance of the bicycle which remains under his full responsibility until its return to a Locking / Charging Location
- In the event of an accident and/or damage, and/or of damages and/or any incident that occurred due to the Bicycle, the user is obliged to report the events to the Call Center within the indicated deadlines. Nevertheless, the bicycle remains under the responsibility of the user until it is locked at a Rental Station or until it is delivered to the authorized representative of the Operator

- Upon assuming responsibility for a Bicycle by a user, the latter undertakes to check in advance its effective operation, mainly by verifying its main functional elements, which are not limited to: the good position of the saddle and pedals, the good condition of the frame and tires, the good operation of the bell, the good operation of the brakes and lights
- Upon receipt of the Bicycle, the user has five (5) minutes to confirm its general good condition. After the five minutes have passed and, if he has not reported a possible problem with the Bicycle in the meantime, the user is considered responsible for any damage or destruction observed upon his return to a Rental Station.

[10]

- The user is advised to pay particular attention to braking in the event of rain, to adjust the saddle and adapt its height to the morphology of his body, to wear an approved helmet and special clothing and generally to observe all necessary protective measures in accordance with applicable legislation
- The user declares that he is fully aware of the possible risks associated with the use of a bicycle. In addition, he declares that all relevant information he registers in the system is accurate, he is able to use and has the physical conditions related to the use of a bicycle, and in particular that he satisfies the necessary conditions of article 7
- The user undertakes to immediately inform the Municipality of all changes to his personal information that he has declared during his registration
- The user cannot turn against the Municipality for any case of suspension, interruption or malfunction of the MS services
- Finally, the User expressly and forever releases the Municipality and the MS Administrator, any of its representatives, partners, employees and executives, as well as any other person, company or other entities, including manufacturers, sellers, maintainers and potential sponsors of the Bicycles ("Released Parties") from any claim, liability, legal and civil liability including bodily injury or death or material damage that may be caused to him or to third parties, as a result of the design, assembly, maintenance, use and operation of the Bicycle and the MS in general ("Disclaimer")

ARTICLE 9. RIGHTS OF THE MUNICIPALITY

The Municipality reserves the right to deny access to the service to anyone who does not meet these terms without providing any other justification.

ARTICLE 10. PENALTIES - FINES

- If the user delays the return of the bicycle after the end of the first 2 hours, a penalty of

[11]

prohibition of use of the MS for one day is imposed for each additional hour

- In case of failure to return the bicycle within 24 hours, a compensation of €2,000.00 is imposed for electric bicycles and €840.00 for conventional bicycles.
- In the event of a damaged Bicycle being returned, the amount of compensation will be determined following an opinion from the three-member committee of the Municipality as referred to in article [13](#)

ARTICLE 11. PROTECTION OF PERSONAL DATA

The collection and further processing of personal data carried out in the context of the use and operation of the MS 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 ("General Data Protection Regulation") as well as Law 4624/2019: "Personal Data Protection Authority, implementing measures for 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 data (Government Gazette 137/A/29-8-2019), as applicable.

Detailed information on the collection and processing of users' personal data is provided through the Information on the Protection of Personal Data included in the Annex to this regulation.

ARTICLE 12. DISPUTES REGULATION

The user may 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 Greek law. Any relevant disagreement in the execution, operation and interpretation of the terms will be resolved in the competent courts.

Any complaint shall be sent to the following address: info@poros.gr

[12]

ARTICLE 13. THREE-MEMBER COMMITTEE FOR THE MANAGEMENT OF THE CYCLE CENTER, THE DETECTION OF DAMAGES AND THEFT OF BICYCLES AND THE IMPOSING OF FINES

The operation and management of the CYCLE CENTER will be carried out in the name of the Municipality of Poros through a contracted Administrator, who will

undertake the maintenance of the bicycles and consumables, the redistribution of bicycles between the Rental Stations, the telephone support service, the insurance of the system and the general operation of the CYCLE CENTER. To monitor the process, a three-member committee, with regular and alternate members, is formed by the Municipality.

The responsibilities of the Committee are as follows:

- Recommends amendments to the terms of use and operation of the system to the Municipal Council
- Interrupts and restarts the system in the event that faults are identified, for the immediate repair of which the operation of the MS is required
- Approves possible advertisements and defines the space provided to the respective sponsor of the system, who financially supports the management and support of the MS
- Examines complaints and requests from citizens in relation to the operation of the system (network expansions, faults, etc.)
- In the event of bicycle theft or vandalism at the Rental Stations or Bikes, it takes care of all the required administrative actions towards the corresponding services (Security Department, Traffic Police, etc.), gathers information on the incidents or potential perpetrators and cooperates with the corresponding services in every legal way to clarify the cases. In case it is determined who is the perpetrator of the theft or vandalism at the Rental Stations, it transmits his/her details to the appropriate authority in order to impose the appropriate fine in accordance with article 10 of this article.
- Examines objections regarding the certification of fines.
- Issues fines for violations by users and transmits them to the

[13]

Finance Service of the Municipality for certification and collection.

- Certifies damage caused to the Rental Station by users or other citizens, intentionally or unintentionally, and imposes fines for their restoration. In case it considers that the damage was caused intentionally, it imposes the appropriate fine in accordance with article 10 of this

ARTICLE 14. IMPLEMENTATION OF THE REGULATION

The competence to implement this regulation belongs to the competent services of the Municipality.

The compensation amounts provided for in this Regulation may be adjusted by decision of the Municipal Council, for which an absolute majority of those present is sufficient.

Users of the service will be informed of all amendments to this Regulation from the Municipality's website.

The compensation amounts provided for by the provisions of this Regulation and imposed as above are certified in accordance with the law.