

Regulation for the Operation of the Municipal Shared Electric Bicycle System of the Municipality of Chania

-

Information Notice on the Processing of Personal Data of
the System

Table of Contents

Regulation for the Operation of the Municipal Shared Electric Bicycle System of the Municipality of Chania.....	1
Article 1. Preamble	3
Article 2. Legal Framework	3
Article 3. General Terms and Definitions	3
Article 4. Registration Process and Access Method	4
Article 5. Service Availability	4
Article 6. Obligations of the Parties	4
6.1 Obligations of the Municipality	4
6.2 Obligations of the User	5
Article 7. Restrictions on the Use of the Service.....	6
Article 8. User Liabilities and Declarations.....	6
Article 9. Municipality Rights	7
Article 10. Penalties – Fines	7
Article 11. Personal Data Protection	8
Article 12. Dispute Regulation	8
Article 13. Tripartite Committee for MSEBS Management, Damage or Theft Determination, and Fine Imposition	8
Annex I – Information Notice on the Processing of Personal Data of the System	10
Definitions	10
Data collected by the Municipality for MSEBS	12
Collection and Processing of Minors’ Personal Data.....	12
Recipients.....	13
Transfer of Personal Data Outside the European Union.....	13
Data Retention Period	14
Security of Personal Data.....	14
Personal Data Breach	14
Users’ Rights Regarding Their Personal Data	15
Contact Details for Data Protection Matters	15

Article 1. Preamble

The **Municipality of Chania**, through this Regulation, defines the terms of use and operation of the **Municipal Shared Electric Bicycle System (MSEBS)**. The objective is, on one hand, the effective management and protection of municipal property by the municipal services and citizens, and on the other hand, the clear delineation of users' obligations and rights.

This Regulation sets out the daily operating schedule of the system, the hours of permitted use, the conditions and procedure for obtaining user rights, and the proper method of use. It also explicitly states users' obligations and rights and defines the applicable fines and the committee responsible for their imposition

Article 2. Legal Framework

This Regulation is issued pursuant to Articles 75 and 79 of Law 3463/2006, as amended by paragraph 2 of Article 11 of Law 4674/2020, and to the Royal Decree of 24/9-20/10/1958.

It constitutes a regulatory administrative act having the force of substantive law.

Article 3. General Terms and Definitions

- "Municipal Shared Electric Bicycle System (MSEBS)" means the bicycle-sharing system implemented by the Municipality, allowing short-term use of bicycles as described herein.
- "Electric Bicycle" means a bicycle with an aluminium frame, designed with anti-theft and anti-vandalism features, bearing a unique identification number and an integrated GPS/GPRS system.
- "Rental Station" means the station comprising locking/charging docks for bicycles.
- "Locking/Charging Dock" means the station position where a bicycle is placed and secured.
- "Rental Terminal" means the touchscreen unit enabling the user to rent a bicycle.
- "User" means any individual registered and using the MSEBS.
- "User Registration" means the process whereby an individual creates an account in the system, verified through a credit card.
- "Operator" of the MSEBS means either the Municipality itself or a legal entity to which the Municipality has assigned the services necessary for the operation of the MSEBS.
- "Support Service (Help Desk)" of the MSEBS means the customer support line (+30 2821 821726, during the first year of operation), available daily (including

weekends and holidays) from 08:00 to 22:00. The Operator must respond promptly to calls—within fifteen (15) seconds. In cases of accident, malfunction, or force majeure preventing the User from returning a bicycle to a station, the Operator shall collect the bicycle from the incident location.

- “Designated Usage Area” means the area within the administrative boundaries of the Municipality of Chania.

Article 4. Registration Process and Access Method

Any citizen wishing to use the MSEBS must download the free mobile application **i Bike Chania** (app) from Google Play Store or Apple Store and complete the registration process by entering the required basic personal data. Use of the system is free of charge, as the service is provided to citizens without cost.

To rent a bicycle, the registered user scans the QR code located on the bicycle. The docking station releases the bicycle and usage begins. **The application is strictly personal.**

Users must **return the bicycle** to any rental station and lock it into an available dock **within three (3) hours** from unlocking. Only then is the bicycle considered properly returned. If unable to secure the bicycle, the user must immediately contact the Support Service and follow the instructions provided for returning it.

Service use is permitted only to persons **over 18 years of age** who are capable of cycling and not subject to any medical restriction prohibiting such activity. In cases otherwise, neither the Municipality nor the Operator bears any liability.

The electronic account is strictly personal and non-transferable. Its holder is legally responsible and bound by this Regulation; any damage or injury arising directly or indirectly from bicycle use is attributed to that account holder.

No monetary charge or reservation applies during the three hours of free use, as all system operations during the first year are entirely free of charge to users.

Article 5. Service Availability

The MSEBS service is available 24 hours a day, 7 days a week, 365 days a year. Exceptions include periods of suspension for maintenance, force majeure, or decisions by the competent authorities ordering full or partial, temporary or indefinite suspension of the system’s operation.

Article 6. Obligations of the Parties

6.1 Obligations of the Municipality

1. The Municipality of Chania undertakes to provide the services of the MSEBS in accordance with the terms set forth herein.

2. It shall make every reasonable effort to ensure the continuity and quality of the bicycle-sharing service.
3. The Municipality shall not be held liable for:
 - improper use of the service by the user,
 - negligence, misconduct, or violation of these terms by the user,
 - use of the service by an unauthorized person,
 - accidents (traffic or otherwise) involving users during use,
 - malfunctions, overloads, or interruptions of service due to force majeure or communication failures in mobile, GSM, GPRS, SMS, or other telecommunication networks.

6.2 Obligations of the User

1. The **maximum allowed duration of use** for each bicycle is **three (3) hours**. The user must return the bicycle within the prescribed time. In case of dispute regarding usage duration, the only valid records are those provided by the MSEBS information system.
2. If the user fails to return the bicycle within three hours, **penalties apply as defined in Article 10**. In case of damage to part or all of the equipment, the cost of repair, as assessed by the Municipality, shall be charged to the user according to the methods and provisions of Article 10.
3. The user must handle the bicycle with care, obey traffic regulations, and observe all safety rules.
4. Before starting to ride, the user must check the bicycle's general condition—transmission, frame, tires, brakes, lights, and all components required for safe operation. If any defect is found, the user must return the bicycle within ten (10) minutes and immediately report the issue through the application.
5. The bicycle must be used exclusively within the Municipality's boundaries.
6. The user is responsible for safeguarding the bicycle, protecting it against theft and vandalism while in possession, and ensuring it is securely locked at the rental station using the bicycle's anti-theft system upon return.
7. The user bears full responsibility for any damage or injury caused to the bicycle or to others during use.
8. The user must return the bicycle immediately upon request by the Municipality or the Operator in case of misuse, via any communication channel (phone, email, etc.).
9. Any loss, theft, or incident involving the bicycle must be reported immediately to the Municipality through the Support Service (Help Desk).
10. Until proper handover, the bicycle remains under the user's responsibility.

11. The user is liable for any damage caused to third parties and must indemnify the Municipality for any amount it may be required to pay, judicially or extrajudicially, due to such incidents. The Municipality retains the right of recourse against the responsible user.

Article 7. Restrictions on the Use of the Service

1. Users are prohibited from lending, renting, or otherwise allowing others to use their account.
2. In case of credential theft, the user must immediately notify the Help Desk to deactivate access and may then request new credentials.
3. If a bicycle is stolen while under the user's possession, the user must promptly notify the Municipality through the telephone number of the Help Desk support service.
4. Permitted use requires that users adhere to normal, reasonable usage, excluding:
 - use outside the designated area,
 - use contrary to traffic laws or safety rules,
 - use on terrain or in conditions damaging to the bicycle,
 - transport of loads exceeding fifteen (15) kilograms (including basket content),
 - carriage of passengers in any way,
 - any behavior endangering the user or others,
 - disassembly or attempted disassembly of any part of the bicycle, any improper, abnormal, or reckless use.

Article 8. User Liabilities and Declarations

1. The user is solely and fully responsible for any damage caused by or to the bicycle while in their possession.
2. If the bicycle disappears while under their responsibility, the user must report it as defined in Article 7.
3. In case of accident, malfunction, destruction, or any incident arising from the use of the bicycle, the user must notify the Help Desk within the specified time. Until the bicycle is returned to a station or handed to an authorized Operator representative, it remains under the user's full responsibility.
4. Upon renting a bicycle, the user must verify its good working condition, including (but not limited to): saddle and pedal position, frame and tires, bell, brakes, and lights.

5. The user has five (5) minutes to confirm the bicycle's general condition; after that, any unreported issue shall be considered the user's responsibility.
6. Users are advised to exercise extra caution when braking in wet conditions, to adjust the saddle height appropriately, and to wear an approved helmet and protective clothing in accordance with applicable legislation.
7. The user acknowledges awareness of the risks associated with cycling and declares that:
 - all information provided upon registration is accurate,
 - they are physically fit to use a bicycle,
 - and they meet the eligibility requirements of the article 7 of this Regulation.
8. The user must promptly notify the Municipality of any change in personal data provided at registration.
9. The user shall have no claim against the Municipality in the event of service suspension, interruption, or malfunction.
10. Finally, the user expressly and irrevocably releases the Municipality, the Operator, and all affiliated entities, including employees, partners, and subcontractors (collectively "Released Parties") from any liability or claim for injury, death, or property damage resulting from the design, assembly, maintenance, use, or operation of the MSEBS.

Article 9. Municipality Rights

The Municipality reserves the right to deny service access to any person not complying with these terms, without providing justification.

Article 10. Penalties – Fines

1. If a user delays returning a bicycle **beyond the three (3) hours of free use**, a "misuse" fine of **five euros (€5) per additional hour** shall apply.
2. **Failure to return a bicycle within twenty-four (24) hours** of rental constitutes "theft" and incurs a fine of **€500.00**.
3. In case of damage upon return, the amount of compensation shall be determined by the tripartite committee of the Municipality as described in Article 13.

Article 11. Personal Data Protection

The collection and further processing of personal data carried out in the context of the use and operation of MSEBS 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) and Law 4624/2019: " Personal Data Protection Authority, measures implementing 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 applicable.

Detailed information regarding the collection and processing of users' personal data is provided in the Annex – Information on Personal Data Processing attached hereto.

Article 12. Dispute Regulation

The user may file a complaint within three (3) months from the date on which the events being complained about took place. These terms are subject to Greek law. Any dispute relating to the execution, operation, and interpretation of the terms, as well as any dispute arising directly or indirectly from the use of shared bicycles, shall be resolved in the competent courts of Chania.

Any complaint shall be sent to the following address: ibikechania@chania.gr

Article 13. Tripartite Committee for MSEBS Management, Damage or Theft Determination, and Fine Imposition

The operation and management of the MSEBS shall be carried out on behalf of the Municipality of Chania through a contracted Operator responsible for bicycle maintenance, redistribution among stations, customer support, insurance, and overall system operation.

A Tripartite Committee established by the Municipality shall supervise these processes and have the following responsibilities:

1. Recommend amendments to the Municipal Council regarding system terms.
2. Suspend and restart system operations in case of failures requiring maintenance.
3. Approve advertising placements and determine sponsorship space.

4. Review citizen complaints and requests concerning network expansion or maintenance.
5. In cases of theft or vandalism, ensure reporting to competent authorities and collaborate for case resolution.
6. Review appeals regarding fines or compensations.
7. Issue fine notifications and forward them to the Municipal Financial Service for collection.
8. Verify and certify damages caused to the system and impose restoration fines.

Article 14. Application of the Regulation

The implementation of this Regulation is the responsibility of the Municipal Services.

Fines and compensations defined herein may be adjusted by Municipal Council decision with an absolute majority of present members.

Users will be informed of any amendments through the Municipality's official website.

All fines and compensations imposed pursuant to this Regulation shall be collected in accordance with law.

Annex I – Information Notice on the Processing of Personal Data of the System

Purpose of this Information

The **Municipality of Chania** (hereinafter referred to as the "Municipality" or "Data Controller"), based in Chania (29 Kydonia Avenue), hereby aims to inform users about the manner and purpose of processing their personal data when using the **Shared Electric Bicycle System** (MSEBS) provided by the Municipality.

Definitions

For the purposes of this Notice, the following terms shall have the meanings set out below:

"Personal Data": any information relating to an identified or identifiable natural person ("data subject"). An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to 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 the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, or data concerning a natural person's sex life or sexual orientation.

"Processing": any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Anonymisation": the processing of personal data in such a manner that the data can no longer be attributed to a specific data subject.

"Pseudonymisation": the processing of personal data in such a manner that the data can no longer be attributed to a specific data subject without the use of additional information, provided that such additional information is kept separately and subject to technical and organisational measures to ensure that it cannot be attributed to an identified or identifiable natural person.

“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. Where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by such law. In the present case, the Municipality of Chania acts as the Controller.

“Processor”: the natural or legal person, public authority, agency, or other body which processes personal data on behalf of the Controller.

“Data Subject”: the natural person whose personal data are processed, in this case, the users of the Municipal Shared Electric Bicycle System (MSEBS).

“Consent of the Data Subject”: 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, unauthorised disclosure of, or access to, personal data transmitted, stored, or otherwise processed.

“Applicable Legislation”: the national and EU legal framework on personal data protection, specifically Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR), Law 4624/2019, and the Decisions, Guidelines, and Opinions of the Hellenic Data Protection Authority (HDPa).

Data collected by the Municipality for MSEBS

For the use and operation of the Municipal Shared Electric Bicycle System (MSEBS), the Municipality collects and further processes personal data obtained from multiple sources.

Specifically:

Personal Data	Source	Purpose	Legal Basis
First Name	The data subject	Operation of the bicycle-sharing system and protection of the system against theft, damage, etc.	Processing is necessary for the performance of a task carried out in the public interest and for the execution of the service contract (Article 6(1)(e) GDPR and Article 5 of Law 4624/2019)
Last Name			
Email Address			Processing is necessary for the performance of a task carried out in the public interest (Article 6(1)(e) GDPR and Article 5 of Law 4624/2019)
Mobile Phone Number			
Location, movement, and parking metadata	From the bicycle device	Protection of bicycles from theft, damage, etc.	Processing is necessary for the performance of a task carried out in the public interest (Article 6(1)(e) GDPR and Article 5 of Law 4624/2019)

Collection and Processing of Minors' Personal Data

The service is not intended for individuals under the age of eighteen (18). Accordingly, the Municipality neither seeks nor knowingly collects personal data from minors (i.e., persons who have not reached the age of 18), whether directly or indirectly through third parties. Given, however, that it is not always possible to verify the age of individuals who may use the bicycles, parents and legal guardians of minors are advised to contact the Municipality immediately if they become aware of any unauthorised disclosure of personal data by minors under their responsibility,

in order to exercise the relevant rights available to them, such as requesting deletion of the data.

In the event that the Municipality becomes aware that it has collected personal data of a minor, it shall promptly delete such data and take all necessary measures to ensure their protection.

Recipients

Access to users' personal data is granted to "Cyclopolis IKE", the company contracted by the Municipality to manage and operate the MSEBS on its behalf for a period of one (1) year from the project's acceptance by the Municipality.

The company is contractually bound by a confidentiality clause and assumes all obligations provided under the Applicable Data Protection Legislation, ensuring full respect for the rights of the Data Subjects. If, after the expiry of the one-year period, the Municipality assigns the system's management and operation to a new contractor, such contractor shall also be bound by a confidentiality clause and the same legal obligations.

In addition, users' personal data may be disclosed to Municipal employees within the scope of their duties, as well as to public or independent authorities (e.g. Police Departments, Prosecutorial or Judicial Authorities, Tax or Customs Authorities, the Hellenic Data Protection Authority (HDPA), etc.), whenever such disclosure is necessary for the Municipality's compliance with its legal obligations.

Transfer of Personal Data Outside the European Union

As a rule, users' personal data are not transferred to countries outside the European Union (EU) or the European Economic Area (EEA). However, in the exceptional case that such a transfer becomes necessary, the Municipality shall first verify that one of the following conditions is met:

- a) The European Commission has issued an adequacy decision for the third country to which the data are to be transferred (Article 45 GDPR).
- b) Appropriate safeguards are in place in accordance with the guidelines of the European Data Protection Board (EDPB) for such data transfers (Article 46 GDPR).
- c) The transfer falls under one of the derogations provided in Article 49 GDPR — for example, the explicit consent of the data subject (after being informed of the potential risks), the necessity of the transfer for the performance of a contract at the data subject's request, reasons of public interest, or for the establishment, exercise, or defence of legal claims or the protection of vital interests of the data subject.

If none of the above conditions apply, the transfer of personal data to a third country is strictly prohibited. The Municipality shall not proceed with any such transfer unless one of the specific derogations of the GDPR is duly fulfilled.

Data Retention Period

The personal data of users processed by the Municipality are retained for as long as the user's account remains active.

This means that the data are stored for the period necessary for the performance of the service and for the establishment, exercise, or defence of legal claims arising from that service.

Where data processing is required by applicable legal provisions or where a specific retention period is prescribed, personal data shall be kept for as long as required by the relevant laws and regulations.

Once the retention period expires or the data are no longer necessary for the aforementioned purposes, the Municipality shall ensure their secure deletion or anonymisation in accordance with its internal data protection policies and procedures.

Security of Personal Data

Taking into account the latest technological developments, the cost of implementation, and the nature, scope, context, and purposes of the processing, as well as the varying likelihood and severity of risks to the rights and freedoms of individuals, the Municipality applies appropriate technical and organisational measures to ensure a level of security appropriate to the risk. Such measures aim to protect users' personal data against unauthorised access, accidental or unlawful destruction, loss, alteration, or disclosure.

Although no method of transmission over the Internet or method of electronic storage is entirely secure, the Municipality maintains adequate information security controls—including, but not limited to, antivirus software, firewalls, and access control policies—in full compliance with its obligations under the Applicable Data Protection Legislation

Personal Data Breach

In the event of a personal data breach, the Municipality applies a specific Personal Data Breach Management Policy, designed to ensure the timely identification, reporting, and resolution of any incident affecting the security of personal data.

If you become aware of or suspect that a personal data breach has occurred or may have occurred, please notify without delay the Department of Electronic Governance & Transparency of the Directorate of Planning of the Municipality of Chania at the following email address: dpo@chania.gr

Users' Rights Regarding Their Personal Data

The Municipality ensures that it can respond promptly to users' requests, as data subjects, to exercise their rights in accordance with the Applicable Data Protection Legislation.

Specifically, each user may:

- a) Request access to their personal data held by the Municipality, including the right to obtain a copy and verify the lawfulness of the processing.
- b) Request rectification of their personal data in case of inaccuracies or incomplete entries.
- c) Request erasure ("right to be forgotten") of their personal data, where such data are no longer necessary for the purposes for which they were collected and provided that their retention is not based on any legal obligation or legitimate interest.
- d) Request restriction of the processing of their personal data.
- e) Request data portability, i.e., the transfer of their personal data either to themselves or directly to another controller.
- f) Withdraw consent at any time, where processing is based on consent, without affecting the lawfulness of processing carried out prior to withdrawal.

In addition, the data subject has the right to object to the processing of their personal data by the Municipality, in cases where deletion is not possible.

Upon receiving a request to exercise any of the above rights, the Municipality shall respond without undue delay and, in any case, within thirty (30) days from the submission of the request and the verification of the user's identity, providing written notice of the progress and outcome of the processing.

For any complaint concerning this Notice or matters related to the protection of personal data, users may contact the Hellenic Data Protection Authority (HDPa) via the official website: www.dpa.gr.

Contact Details for Data Protection Matters

For the exercise of all aforementioned rights, as well as for any issue related to the processing of personal data by the Municipality, users may contact the Municipality's Data Protection Officer (DPO) at: dpo@chania.gr.