

# **Public Bicycle Rental Service Regulations of Zaragoza**

## **PREAMBLE**

The Public Bicycle Rental Service of Zaragoza is conceived as an individual bike rental service with pedal-assist bicycles, aimed at promoting and enhancing the use of this healthy, sustainable, and non-polluting means of transportation within the city.

This service is now part of the various public transportation modes of Zaragoza and is subject to the rates approved municipally by the Zaragoza Government.

The service is managed, maintained, and operated by a commercial company under the supervision of the Mobility Planning and Technologies Service.

## **CHAPTER I. General Provisions**

### **Purpose of the Regulations**

The purpose of these regulations is to establish the terms of use, as well as the rights and obligations of users of the Public Bicycle Rental Service.

### **Basic Definition of the Service**

The system consists of the rental of public bicycles by the user, which, although municipally owned, are operated by a commercial entity awarded the contract.

This public bicycle service complements and offers an alternative to the collective public transportation network and aims to facilitate the rental of pedal-assisted bicycles for transportation purposes for all citizens and visitors of Zaragoza.

To use the public bicycles, users must first register in the system and link their user account to a valid bank card. In case of expiration or cancellation of the card, the user must update their account information.

Once the most suitable pass is selected and, if applicable, the fixed fee is paid, users can make their trips by bike, picking up and returning the bike at any of the service stations.

To unlock a bicycle from a station, the user must identify themselves through a transport card enabled for this or via the service app downloaded on their phone.

Payments for usage are deducted from the bank card linked to the user's account.

The maximum duration of a trip is set at two hours, as it is a vehicle designed for transportation purposes.

### **Scope of Service Use**

The territorial scope of the service is the municipal area of Zaragoza, and it is expressly prohibited to start or finish trips or circulate bicycles outside of this area.

### **Pass Types. Characteristics**

Each user must be associated with a pass type from their user account, and may change it if desired, keeping in mind that a user cannot have two or more active pass types at the same time.

Choosing a specific pass implies payment of any applicable fixed fee and activation of the pass with the first use.

If the user does not select any pass type, their account will be associated with the trip pass.

From their account, the user can choose from different pass types, with rates that may be updated annually. These rates can be checked on the website and through the service app.

The rates, which will vary depending on the selected pass, will include, if applicable, a fixed fee to be paid before activation and a variable payment for usage to be made after the trip.

All passes will be activated with the first use, although if there has been a change in rates between payment of the fixed fee and activation, the user must pay the difference. Otherwise, activation will not be possible.

Regardless of the selected pass type, the maximum duration of each trip remains two hours.

At a minimum, the user can choose from the following pass types:

Annual: Has an associated fixed fee and allows use of the system for a period of 365 days, or 366 if it is a leap year, starting from the activation.

Monthly: Has an associated fixed fee and allows use of the system for a period of 31 days from the activation.

Day: Has an associated fixed fee and allows use of the system for a period of 24 hours from the activation.

Trip (single ticket): Does not have an associated fixed fee and allows use of the system by paying for each trip made.

## **CHAPTER II. Access and Renewal in the Public Bicycle Rental Service**

### **Requirements to Access the Service**

Individuals wishing to register for the service must meet the following conditions:

First, they must register by creating their user account, completing the registration form, and explicitly accepting the terms and conditions of the service.

They must have a valid bank card linked to their account, which must have secure payment protocol activated.

It is prohibited for individuals under the age of 16 to register for the service or use the system's bicycles.

Individuals between 16 and 18 years old may register under the same conditions specified for others, provided that the registration is requested by a parent or legal guardian, who must complete and sign the explicit authorization form, available through the service website or at the User Assistance offices. Additionally, a copy of the minor's and the guardian's ID, as well as a family book or document proving legal guardianship, must be

provided. Also, until reaching the age of majority, any changes to the account data, pass type, linked card, etc., must be made by the legal guardian of the minor.

It is prohibited for legal entities to register as users of the service.

To avoid duplication, a user is prohibited from having two user accounts simultaneously.

### **Registration Process for the Service**

The registration process requires first creating a user account, which must be linked to a valid bank card for payment of any applicable fixed fee, as well as payments for usage.

During registration, the user must complete the registration form and explicitly accept the conditions required to access the service. The user will be given the option to choose one of the various pass types. If the selected pass has a fixed fee, the user must pay it.

From their account, the user can enable their citizen card, LAZO, or any other transportation card validated by the City Council as a transport card for the service. They may also request a specific system card. In any case, users may use the service via their phone, as long as they have downloaded and linked the system app to their account.

The requirements and duration of the registration process may vary depending on the type of pass chosen, whose rates will be published on the service website and in the smartphone app.

Once the user account is created and, if applicable, a pass type is selected, the start of the pass validity will be activated with the first use made after the pass is purchased.

Once the user has registered for the service, all the conditions of the service will apply, including, for the annual pass, those related to automatic renewal.

Even with an active pass, the user may request its renewal or a different type of pass, paying the applicable fixed fee. If a new pass is requested while the user still has an active one, the new pass cannot be activated until the current one expires.

### **Registration Methods for the Service**

#### **Methods**

Regardless of the pass type chosen for system use, individuals interested in accessing the service can register in various ways, as detailed below:

#### Registration via website

Individuals wishing to register must access the service's website provided by the contractor managing the system, choose the pass type that best suits their needs, and complete the corresponding form.

Before completing the registration process, they must check the box confirming they have read and accepted the terms and conditions of the service.

#### Registration via smartphone app

Individuals wishing to register must download the corresponding mobile app provided by the operator, choose the pass type that best suits their needs, and complete the corresponding form.

Before completing the registration process, they must check the box confirming they have read and accepted the terms and conditions of the service.

#### Registration in person

Individuals wishing to register in person at the User Assistance offices must provide all required information to the office staff, including bank card details for payment of the chosen fee.

The document will be provided for review, and they must sign the corresponding acceptance of the service terms.

#### **Access to the service**

Regardless of the type of subscription, access to the service can be immediate once the fixed fee associated with the chosen pass has been paid, and as long as the user can identify themselves, either through an enabled transport card or through the app downloaded on their phone and associated with their user account.

#### **Renewal of the service subscription General Information**

Automatic renewal only applies to the annual pass, while for the monthly and daily passes, the user must expressly request or accept their desire to renew it.

If the user has not chosen any type of pass or has not renewed the previous one, their account will be associated with the travel pass, which, as already specified, does not have a fixed fee and allows the system to be used by paying for the trips made.

Renewal of the service requires having a valid bank card associated with the user account with which the possible fixed fee and usage payments will be charged. Therefore, if at the time of renewal, the user does not have a valid payment method, or the one provided at the time of subscription has expired, they will be notified of the card's expiration. If there is no response before the pass's expiration date, the pass will not be renewed.

#### **Conditions According to Type of Pass**

The renewal conditions, depending on the type of pass, are as follows:

##### Annual Pass:

1. In the case of an annual pass, the renewal of access to the service will be annual and automatic, unless the user decides to unsubscribe from the system or cancel the renewal, or does not have a valid payment method.
2. Prior to the expiration of the pass validity period, and with a minimum period of 15 calendar days, the service manager will inform the user via email and the app that the period is about to end, giving them the opportunity to decide not to renew the service subscription.

If the user does not communicate anything, the renewal will be carried out automatically once the 365 (366 in the case of a leap year) days of pass validity have elapsed.

3. In the automatic renewal, there should be no interruption of the service, unless the user rejects the payment or does not correct the problem detected with their bank card (expiration, cancellation, etc.).

4. To ensure automatic renewal, the service manager will check that the bank card associated with the account is valid and has sufficient balance to make the payment. If not, with a minimum period of 15 calendar days before the expiration date, along with the automatic renewal notification, the manager will inform the user of the problem detected with their card.

#### Monthly Pass:

1. In the case of a monthly pass, the renewal of access to the service will not be automatic; the user must request or expressly accept it.
2. Prior to the expiration of the pass validity period, and with a minimum period of 10 calendar days, the service manager will inform the user via email and the app that the period is about to end, informing them that if they wish to renew their monthly pass for another 31 days, they must accept this option.
3. If the user accepts the renewal, there should be no interruption of the service, unless the user rejects the payment or does not correct the problem detected with their bank card (expiration, cancellation, etc.).
4. To ensure correct renewal, the service manager will check that the bank card associated with the account is valid and has sufficient balance to make the payment. If not, 10 calendar days before the pass expiration date, along with the request for express acceptance for renewal, the manager will inform the user of the problem detected with their card.

#### Daily Pass:

1. In the case of a daily pass, no renewal notice is provided; the user must request the acquisition of a new pass or passes through the website or app, being able to choose several days, which can be used consecutively or not.
2. If the user acquires one, two, or more days of the service, they must pay the fixed fee corresponding to the sum of the requested daily passes.
3. Each 24-hour pass is activated with its first use, and more than one pass cannot be used at the same time.

#### Travel Pass (Single Ticket):

1. In the case of a travel pass, since there is no associated fixed fee, renewal is not considered.
2. The travel pass user can make as many trips as they wish, even on the same day, after which they must pay the corresponding usage fees.

### **CHAPTER III. Unsubscription from the municipal bicycle service**

#### **Unsubscription from the Service**

Unsubscription from the service can be voluntary, when done by the user, or compulsory (temporary or indefinite), when done directly by the service provider in the cases specified below.

#### **Voluntary Unsubscription**

1. The user can voluntarily unsubscribe from the service from their account, via the internet or the app, or in person at the User Service offices. It will be understood that the user is unsubscribed from the service at their own request and in any case for the reasons provided in these regulations.
2. In the voluntary unsubscription notification, the user must be able to choose whether the unsubscription is effective immediately or have the option to complete the validity period of the pass they have.
3. Once the unsubscription is effective, the user ceases to be a user in all respects, renouncing the use of the service and the recovery of the paid fee.
4. The user is obliged to pay all excess usage fees or damages caused in relation to the use of the service until the unsubscription is effective.
5. If the person who has processed their voluntary unsubscription wishes to re-subscribe, they can re-register for the service by following the steps indicated in Chapter II of these regulations.

### **Forced Termination**

The forced termination can be either temporary or indefinite, and will be applied by the service provider in the following cases:

- When the user breaches the terms of service, engaging in improper behavior that affects the safety or functioning of the system.
- When the user makes fraudulent use of the system, such as attempting to tamper with the bicycles or failing to comply with the established rules for their use.
- When the bank card associated with the user's account has been canceled or misuse of it is detected.
- When irregularities are found in the documentation provided during the registration or renewal of the service.
- When the user does not comply with the health or safety regulations required for the use of the bicycles.

Forced termination results in the suspension of the user's account with no right to recover any paid fees, and may be either indefinite or temporary, depending on the severity of the infraction committed.

In the event of forced termination, the user will be notified via email or through the app, explaining the reasons and the actions taken.

#### Cases that may lead to forced termination

The service provider may temporarily block access to the service for a user or, if necessary, process their indefinite forced termination in the following cases:

1. In cases where the user (or their bank) returns a receipt corresponding to the payment of the fixed fee or usage fee. In these cases, the service will notify the user by email and through the app about the returned receipt, allowing the user to resolve any possible

banking error. A grace period of 10 calendar days will be given to resolve the issue. Until the resolution occurs, access to the service may be temporarily blocked.

2. Even if no receipt has been generated, if the service provider finds that the bank card associated with the user account is invalid, they will notify the user by email and through the app. If the issue is not resolved within 10 calendar days, access to the service may be blocked until the issue is corrected.

3. If it is found that the user has made three trips longer than 2 hours each within any 365-day period from the activation of the first pass, or if the duration of a journey exceeds 24 hours, in addition to the overuse charge, the user will be penalized with a ban on renewing or reusing the service for a period of between 1 and 6 months.

4. If it is found that the user has caused damage deliberately or has returned three or more receipts, the user will be penalized by being unable to activate any new passes to use the service for a minimum period of 1 month.

5. In other cases specified in Chapter VI: Offenses and Penalties of this regulation.

#### Aspects related to forced termination

1. In the event of a breach by a user, the City of Zaragoza, through the service provider, may terminate their account, taking the measures outlined in these regulations after processing the corresponding breach process. The service provider will inform the user of the breach process via email or a message through the mobile app and will give the user a 10-day period to resolve the issue and/or provide any explanations. After this period and based on the content of the explanation, the service will decide whether to proceed with the termination or not and will inform the user via email or a message through the mobile app.

2. The user is obligated to pay for any excess usage or damage caused in relation to their contract until the moment they are terminated from the system.

3. In the case of a temporary block of access to the service, the pass linked to the user's account will no longer be valid during the block period. Despite this, the original expiration date remains unchanged, and the user loses both the right to continue using the pass during the penalty period and the portion of the fee corresponding to that period.

4. In cases of temporary block, after fulfilling any penalties imposed, the user may resume using their pass if it has not expired during the block period, or may obtain and activate a new pass, for which they must pay the corresponding fee.

5. In the case of indefinite forced termination, the pass used by the user will no longer be valid, and the user loses both the right to continue using it until its initial expiration and the portion of the fee paid for that period.

6. Indefinite forced termination can only be applied in cases of very serious violations.

## **CHAPTER IV. Terms of Use**

### **Conditions for using the service**

1. Once the user has registered for the service, they have the right to use it under the conditions established in these regulations.

2. The use of the service includes the purchase of a pass and its activation with the first use, the removal of a bicycle from a station in the system after the user has identified themselves, the use of the bicycle on a trip, and its subsequent return to a station in the system, as detailed below. During the use of the service, the user is responsible for the bicycle.

#### Removing a bicycle

To remove a bicycle from the station, the user must identify themselves using the access systems or the smartphone app, which will unlock the chosen bicycle.

Once a bicycle has been unlocked, the user must take it out of the docking station and perform a quick inspection. If the bicycle is not suitable for use, it can be returned within a maximum of 3 minutes, at which point the user must swipe their card or use the app to unlock a new bicycle.

The smartphone app available to users will provide information on the availability of bicycles and free docking stations.

#### Trip

A trip is defined as the journey made from the moment the bicycle is taken from a station until it is properly returned to the same or another station.

A journey is not considered valid if the bicycle is returned within less than 3 minutes, as this is assumed to indicate the bicycle may not be fit for circulation.

The scope of use is defined in the corresponding article of these regulations.

Once a bicycle is taken from a station, the usage timer will start. The charges for use will depend on the duration of the usage and the type of pass the user holds. In any case, the usage time cannot exceed two consecutive hours.

If the maximum usage time is exceeded, in addition to the corresponding charges, the penalties specified in these regulations will be applied.

#### Returning a bicycle

After using a bicycle, the user must return it to a free docking station at any system station. The return is considered complete when the bicycle is securely attached to the docking point at the station.

In addition to being able to check the return using the access systems (card or app), the user must verify this aspect by performing the following operations:

1. Check the color code of the light at the docking point light. Verifying that the GREEN color, "anchored," is on.
2. Attempt to remove the bicycle from the docking point to confirm that it is securely attached after the return.

If the user detects that the bicycle cannot be removed but the color code or the verification with the card or app indicates that the return has not occurred, they must notify the service via the website, app, toll-free phone number, or email as soon as



possible. If the system does not detect that the bicycle is properly docked, the trip is not considered completed.

After making the communication, the service will send a confirmation that the notice has been received. The trip will be considered completed, and the bicycle will be unlinked from the user's account once the communication has been successfully made.

### **Hours and Fees**

The hours and fees will be those in effect at any given time and will be approved by the Zaragoza City Government and published on the service's website and mobile app.

#### **a Hours**

The municipal bicycle rental service will be available to users every day, 24 hours a day, seven days a week, unless, for justified reasons, a reduction in hours is approved.

Exceptionally, the service may be suspended by decree of the head of the relevant mobility department. Also, some stations may temporarily be out of service for technical reasons or due to events, construction, or other city-related factors.

As for the user support office, its hours will be, at a minimum, as follows: 9-17h

#### **b Fees**

The fees, which will include a possible fixed fee based on the chosen pass and a usage fee, which may vary depending on the type of pass, will be approved by the Zaragoza City Government and published on the service's website and mobile app.

The usage fees will cover the regular cost of use, to which any applicable penalties for exceeding the maximum allowed usage time will be added.

All payments/charges related to the service will be made through a bank card linked to the user's account, which must be activated for secure online transactions.

The bank card linked to the service must be valid and have sufficient funds to cover any charges for fees, overuse, penalties, or service-related holds at the time they occur. If not, the service will notify the user, giving them a minimum of 7 calendar days to resolve the issue. If necessary, temporary access to the service may be blocked, as outlined in these regulations.

### **Insurance**

You can find all the information related to the insurance at the following link: [Insurance | Bizi Zaragoza](#)

### **Accident related to the system (bikes or stations)**

In the event of an accident, the user or, if applicable, their legal representative, must report it by contacting the User Attention Office, either in person, by calling the free phone number, or by filling out the accident report available on the website or app, providing at least the following information:

First name, last name, address, and phone number of the public bicycle user.

A detailed description of the accident, including a diagram, photos, or videos if possible.

First name, last name, address, and phone number of any injured persons, if applicable.

Description of the damage to third parties.

Indication of whether the affected individuals were assisted at the scene or transferred to a hospital or health center, also indicating whether emergency services intervened.

Description of the damage to the bicycle or the station.

First name, last name, address, and phone number of any witnesses, if applicable.

Indication of whether the police intervened.

### **Loss, theft, or robbery of the bicycle or any of its parts**

Loss of the bicycle

A bicycle is considered lost when, due to an incorrect return or any other cause, the system has not detected the end of the trip, and the bicycle is still associated with the account of a specific user.

The user or their tutor or legal representative, upon detecting the potential loss, must report it either via the app, in person, by calling the free phone number 976 116 023, or by filling out the form available on the website, providing the required information.

Theft or robbery of the bicycle or any of its parts:

In the case of theft or robbery, the user or their legal representative must contact the User Attention Office, either in person, by calling the free phone number 976 116 023, or by filling out the form available on the website or app, providing the required information. Diagrams, photos, or videos may be provided. Additionally, once possible, a copy of the police report must be submitted.

For the theft or robbery protocol to apply, the user or their legal representative must report the incident to the National Police or other authorized security forces as soon as possible.

## **Chapter V. Rights and obligations of users**

### **Rights of users**

The following rights of the user are expressly recognized, regardless of any other rights they may have, in accordance with current regulations:

To use the available bicycles in the system, under the conditions indicated in these regulations and in the applicable laws.

To find the system's bicycles in perfect working condition, with sufficient battery charge for the trip, and properly cleaned and maintained according to the specifications of these regulations.

To check the state and battery charge of the bicycle taken, as well as its proper functioning (brakes, gears, etc.), and if the unlocked bicycle is not in perfect working condition, to take a new bicycle without restriction.

To receive information about the availability of bicycles at nearby stations, if a station is empty, through the website and mobile app of the system.

To receive information about the usage history or any circumstances that may lead to penalties, suspensions, or account deactivation, before such measures are applied.

If the service has mistakenly made an improper charge, to receive a refund of the amount within one month, starting from the declaration of the improper charge.

To be insured under the conditions specified in these regulations, with the insurance policies detailed.

To receive compensation related to the insurance coverage available to them.

To access through the website or mobile app all the information related to usage, charges, penalties, etc. related to their account.

To be informed through the mobile app or the website about station availability, service information, as well as any incidents or changes in the service.

To have access to a User Attention Office for receiving and managing user administrative matters.

To request information or make suggestions, complaints, and claims, via their user account on the service website or through the mobile app, email, postal mail, in person at the User Attention Office, or any other means advertised on the service website.

To receive a response from the service provider to inquiries and/or complaints within the shortest possible time, and always within 15 calendar days after the communication.

### **Obligations of users**

The user commits to fulfilling the following obligations:

To use the service and the bicycle with the utmost diligence.

Not to transfer the use of the subscription or bicycle to third parties under any circumstances.

To use the bicycle solely for personal transportation, and not to carry passengers.

To use the bicycle exclusively within the established usage parameters and in compliance with applicable regulations.

Before starting the ride, to check the brakes, removable elements, seat height, battery charge, and verify the overall condition of the bicycle.

If any element is not functioning properly or the battery charge is insufficient, to return the bicycle to the system within a maximum of 3 minutes after taking it, ensuring proper return. If the bicycle cannot be returned within 3 minutes due to lack of available docking points, the user should contact the service for guidance on how to proceed.

To assume the responsibility for the bicycle from the moment of its withdrawal until it is securely docked at a station, and to check, if the system allows, that the bicycle is properly docked as specified in the “Conditions of Use” section of these regulations.

If a malfunction is detected during the ride, to dock the bicycle at a station. If the user is unable to transport the bicycle to a station, they must report the issue to the service and keep the bicycle for a maximum of 1 hour from the report.

To report any accidents, docking issues, loss, theft, or robbery during the usage period to the User Attention Center through the specified channels.

To report the loss, theft, or damage of access systems or passwords of the mobile app, assuming responsibility for their use until reported.

To notify the User Attention Center of any changes to their user account or banking information.

To show identification when required by authorities during the use of the service, through the selected access method or mobile app.

### **Express Prohibitions**

The following actions are expressly prohibited for users:

Using the bicycles on unsuitable terrain.

Dismantling or manipulating the bicycle, service stations, or their components.

Transporting the bicycle in a private or public vehicle without express authorization.

Using the bicycle or stations for commercial purposes, including delivery of goods, packages, or food.

Using the service logo or trademark wi

## **CHAPTER VI. Offenses and Penalties**

### **Offenses**

Offenses are actions that constitute a breach of these regulations.

The following behaviors by users will be considered punishable offenses:

#### **a Minor Offenses**

Causing damage, either intentionally or negligently, to the bicycle, station, or any element or vehicle of the service, amounting to up to €60.

Exceeding the return time of the bicycle by more than 2 hours and less than 24 hours.

Failing to report changes in personal data.

Failing to report changes in the credit card information where payments are to be made, in a way that makes it difficult to collect the current fees.

Carrying out any action during the use of a service bicycle that is considered a minor offense under the applicable general regulations.

#### **b Serious Offenses**

Causing damage, either intentionally or negligently, to the bicycle, station, or any element or vehicle of the service, amounting to more than €60 but less than €200.

Making any type of graffiti, painting, stain, doodle, writing, inscription, or graphic on bicycles or stations of the service.

Exceeding the return time of a bicycle by more than 24 hours.

Committing a third minor offense within a period of 365 days or less.

Carrying out any action during the use of a service bicycle that is considered a serious offense under the applicable general regulations.

#### c Very Serious Offenses

Causing damage, either intentionally or negligently, to the bicycle, station, or any element or vehicle of the service, amounting to more than €200.

Causing damage, either intentionally or negligently, to third parties while using the service.

Transferring the subscription or a bicycle in use to a third party.

Abandoning or failing to return the bicycle to the system.

Disassembling the bicycle, either partially or completely.

Providing false information about the user account to the service.

Using the brand, logo, bicycle, or station of the service for commercial or profit-making purposes without authorization.

Carrying out any action during the use of a service bicycle that is considered a very serious offense under the applicable general regulations.

Willfully failing to pay the subscription fees, charges, or penalties.

Committing a third serious offense within a period of 365 days or less.

### **Penalties**

If any of the offenses described above are committed, the following measures will be taken, without prejudice to any criminal or administrative responsibilities that may be required, based on the user's conduct.

The possible temporary suspension of the user's status in the cases indicated will not interrupt the service registration period. This suspension, which involves blocking access to the service, will be communicated to the user in advance if the committed offense is minor or serious.

The City Council, through the Service Manager, may, in addition to adopting the measures indicated, seek compensation for damages caused by the user, as well as take any legal action deemed necessary in the appropriate jurisdiction.

#### a Measures for Minor Offenses

If the user commits an offense classified as minor and the offense is confirmed, the City Council, through the Service Manager, will take the following measures:

If there are damages, after notifying the user, they will be required to pay the amount of the damages caused.

For each case of excess usage, the user will be required to pay the penalty (up to a maximum of 10 hours of usage).

If the user fails to pay the amounts owed, access to the service may be blocked for a maximum of one month or until those amounts are paid.

After 365 days from the date the offense was committed, the reference to it will be removed from the user's history.

#### b Measures for Serious Offenses

If the user commits an offense classified as serious and the offense is confirmed, the City Council, through the Service Manager, may take the following measures:

If there are damages, after notifying the user, they will be required to pay the amount of the damages caused.

In the case of excess usage, a charge for the amounts established as a penalty will be issued (up to a maximum of 10 hours for each period of excess usage).

In case of disappearance or failure to return the bicycle, the penalties established on the service website will be charged.

The user's access to the service may be blocked, suspending their user status and prohibiting them from using the system for a maximum of 6 months, with the possibility of extending this period until the amounts owed are paid.

After 365 days from the date the offense was committed, the reference to it will be removed from the user's history.

#### c Measures for Very Serious Offenses

If the user commits an offense classified as very serious and the offense is confirmed, the City Council, through the Service Manager, may take the following measures:

A charge for the amount of the damages caused will be issued.

The penalties established on the service website will be charged in case of disappearance or failure to return the bicycle.

If the seriousness of the user's conduct warrants it, the City Council, through the service manager, may process their indefinite cancellation from the service.

If the conduct does not warrant indefinite cancellation, the user's access to the service will be blocked for a maximum of nine months, with the possibility of extending this period until the amounts owed are paid.

In the case of very serious offenses, the reference to the offense will not be removed from the user's history.

### **Non-compliance Procedure**

If a breach of the service regulations or the conditions accepted by the user is detected, either through the IT tools available to the service manager or through the authorities, the Municipality, through the service manager, may initiate a non-compliance process.

The user will be informed about the processing of the breach and will be given a period of ten (10) calendar days to submit any allegations they deem appropriate.

The Municipality, through the service manager, will resolve the issue, taking into account any submitted allegations, and will adopt the corresponding measures.

This resolution will be notified to the user.

If the non-compliance process is initiated by a report from an authority, and if a final decision has been made in the criminal or administrative procedure, the service manager will directly apply the measure provided for the breach, as the fact has been established.

If the decision in the criminal or administrative procedure is provisional and not final, the service manager will suspend the non-compliance process until the final resolution is notified.

In any case, as a precautionary measure, access to the service may be blocked, which, depending on the severity of the breach, may be temporary or indefinite.

If the non-compliance procedure results in permanent forced termination of the service, the penalized person may only return as a user if they have explicit authorization.

#### ADDITIONAL PROVISION

##### **SOLE: Data Processing**

The Municipality and the service manager will comply with the applicable data protection legislation.

Data related to the service's operation will be published through the municipal open data platform.

#### FINAL PROVISION

##### **SOLE: Entry into Force**

This regulation will enter into force fifteen days after its full publication in the Official Gazette of the Province (B.O.P) in accordance with Article 70.2 of Law 7/1985, of April 2, regulating the bases of local regime, and will apply from the day the public bicycle rental service starts functioning.

You can download the User Guidelines [here](#)