

bike-sharing FINALE Service General Conditions of access and use

ARTICLE 1 – OBJECT OF THE SERVICE OF “BIKE-SHARING FINALE”

1.1 “BIKE-SHARING FINALE” is a service (below referred to as “BIKE-SHARING FINALE Service” or “Service”) realized through a system of bike-sharing offered in the town area of Finale Ligure, Finalborgo and Varigotti.

1.2 The Service enables the User to take a bicycle from one of the housing stations mentioned in art. 2.1 (below referred as “Stations”), in order to use it according to the present General Conditions with the obligation to return it within the maximum term agreed and with the option of returning it at a town Station different from the one it has been collected.

1.3 The User hires directly with his mobile phone on which a special free App should be installed.

ARTICLE 2 – STRUCTURE AND CONTENT OF THE SERVICE

2.1 The Service is supplied by making available bicycles which can be collected from their special Stations. The list and location are made known by the system manager through web and mobile site <https://bikesharing.comunefinaleligure.it> and through the official app for smart-phone and tablet “BIKESHARING FINALE”.

2.2 Each bicycle can carry loads (people and object) weighing up to 110 kg. The basket can be loaded up to maximum 5 kilos.

ARTICLE 3 – REGISTRATION AND SUBSCRIPTION TO THE SERVICE

3.1 Registration

The access to the Service is subject to special registration at the cost of 0,50 Euros with the User identification through his personal mobile phone. By registering, the User:

- accepts the present General Conditions, through subscription of the contract (hereby referred to as the “Contract”)
- views the Privacy Report enclosed to the Contract (with faculty to give his consent).

3.2 Registration modalities

The registration is effected through the official application for smart-phone “BIKEFINALE”. The Contract will be closed at reception of the confirmation message/email which will be sent to the User at the end of the registration procedure.

3.3. Information concerning the use and features of the Service

The Service utilization procedures (collect/return) are made known through consultation of the web and mobile site <https://bikesharing.comunefinaleligure.it> and through the official application for smart-phone “bikesharing FINALE”, as well as by reading the information on the Service notice present in each Station and are thereby considered well known and accepted by the User.

3.4 Payment terms

The payment of the Service can only be effected by credit card, Master Card or Visa with overdraft (not by prepaid card). When accepting the Service, the User is put in direct contact with the bank institute Cartasi to which he will have to communicate his credit card details for the payment of the Service, authorizing Cartasi to verify his bank solvency. The User from this moment authorizes Cartasi to draw from his card the amounts of the single hirings at the end of the rental and the sums due by the User as a penalty in the cases regulated by art. 9.

3.5 Access to the Service by Minors.

The access to the Service is also allowed to minors above 16, after registering to the Service, under the same terms and conditions as per adults.

ARTICLE 4 – DURATION, RENEWAL AND TERMINATION

Validity of the Service.

The use of the bicycle should not exceed 24 hours from the moment of its withdrawal and it is not subject to tacit renewal. In order to renew the use, it is necessary to replace the bicycle in its station waiting for at least 30 minutes to apply for a new withdrawal.

ARTICLE 5 – WITHDRAWAL AND RESTITUTION OF THE BICYCLES - SUBSEQUENT USAGES

5.1 Modalities of access to the Service

The Service is accessible according to the number of available bicycles in each Station when the Service is operating, duly communicated, with possibility of withdrawal from 0.00 to 24.00, with the exception of force majeure or decisions of competent authorities involving a total or partial, temporary or final restriction of the use of one or more Stations or of the bike circulation on the territory. The access to the Service is exclusively allowed to owners of enabled phone.

5.2 Modalities of bicycle withdrawal.

The User recognized by his telephone shall request the withdrawal through his phone and, on receipt of the okay, he shall press the button on the padlock of the selected bike. After some seconds, during which a light on the padlock sends red signals, a green light turns on and the User shall withdraw the bicycle from its stall within 15 seconds. Should this operation not take place in due terms, the withdrawal request will be canceled and the operation will have to be repeated, with no added cost for the User.

5.3 Modalities of bicycle restitution.

The bicycle restitution can take place in every Station, by hooking it to one stall. The User should make sure that the bicycle is correctly hooked, press the button on the dashboard, and wait for the green light after some seconds.

A message on the telephone will confirm the correct execution of the deposit and therefore the successful outcome of the operation.

5.4 Check of the successful outcome of withdrawal and deposit operations

The User should see a green light on the padlock. The User has moreover various confirmations of the successful outcome of his operations by consulting the app on his phone. On the page MY RENTALS (I MIEI NOLEGGI) he knows at every moment if he has an active rental and from what hour and if he has concluded a rental and from what hour.

Moreover a whole notification page is at his disposal, where the last received messages are displayed.

The system will automatically send a confirmation of the correct restitution through push notification on the User's enabled phone.

SHOULD THE OPERATION OUTCOME BE UNSUCCESSFUL, it should be repeated till it is successful, considering the advices arriving through push notification on the User's enabled phone.

We remind that, in case of unsuccessful outcome of the deposit, the bike continues to be in the care of the User. The User should therefore insist in his interest. In case of difficulty he should call the assistance.

Should there not be any free stall at the chosen Station, the User will be able to return the bicycle to another Station, without further charges, within 30 minutes maximum.

5.5 Suspension of withdrawals immediately after bicycle restitution.

After returning the bicycle the User won't be able to access to another withdrawal for a time span of 30 minutes. Should he try to use the service before that time, his personal phone will indicate the reason of denial.

Shall the User return the bike within 3 minutes from withdrawal, due to a technical problem of the bicycle, he will be able to take a new bicycle without waiting the above mentioned period, by repeating the operations referred at art. 5.2. Please also see art. 7.6.

5.6 Duration of bicycle use.

The maximum use limit of the bicycle is 24 hours from the withdrawal. Should this limit be overcome for three times, the Service will be deactivated by automatically blocking the utility; the hours exceeding the 24 allowed will be debited according to the below mentioned tariffs. In any case, when the bicycle is used for a period exceeding the term of 48 consecutive hours, the User will be debited, apart from the cost of the hours exceeding 24, a penalty of euro 150,00, and the deactivation of the Service.

ARTICLE 6 – TARIFFS AND MODIFICATIONS TO GENERAL CONDITIONS

6.1 Tariffs of Service

The use tariffs of the Service to be borne by the User, including VAT tax, are 0,50 euro per half and hour (or fraction) of use.

The amount for each half hour use will be automatically debited on the credit card of the User when depositing the bike.

6.2 Possible variations of General Conditions and of rates

The Municipality of Finale Ligure, in order to keep its commercial relationship flexible, reserves the right to update and/or modify in any moment the present General Conditions concerning the use of the Service at its rates. Any substantial modification will be communicated by e-mail to all the subscribed users in order to better assist them. The above mentioned tariff is subject to variations in any moment; it is therefore responsibility of the User to periodically verify them on the rate table published on the internet site.

ARTICLE 7 – OBLIGATIONS AND RESPONSIBILITY OF THE USER

Commitments and prohibitions connected to the correct use of bicycles

7.1 The User commits to utilizing the Service according to the “Prudent man” principle and in conformity with the current regulations and of the present General Conditions.

7.2 From the moment of withdrawal to the moment of restitution of the bicycle, including intermediate stops, the User is responsible to take care of the bike according to the “Prudent man” principle, in order to avoid dangers or hindrances to circulation and in order to safeguard the road safety. The User undertakes to respect the traffic regulations and following modifications of according Implementing Regulation (D. Lgs. n. 285/1992, D.p.r. n. 495/1992), as well as any public legislation regulating circulation by bicycle, and of the present General Conditions.

7.3 In particular, it is forbidden to:

- damage the bicycle or anyway use the bicycle on surfaces or in conditions which could damage it or adopt risky behaviors;
- transport any passenger in any way;
- give the bicycle to third parties even though temporarily;
- to cause damage or to endanger the User himself and/or third parties or things/animals belonging to the User and/or to third parties through the use of the bicycle;
- leave the bicycle unattended and/or non locked or to adopt behaviors which could cause the theft of the bicycle; the bicycle is equipped with a bow enabling it to be secured to a fixed pole releasing a mechanical key to the User
- use the bicycle beyond the maximum term admitted by the Service
- disassemble or try to disassemble in part or completely the bicycle;
- modify the structure or the appearance of the bicycle;
- transport the bicycle with private means;
- make use of the bicycle in a way contrary to public policy and to safety regulations or behave or act so as to damage the image or reputation of the Municipality;
- carry out maintenance/repairs on the bicycle

In case of violation of above mentioned prohibitions, the Municipality reserves the faculty to terminate the Contract according to following art. 12., without prejudice to the application of the penalties laid down in following art. 9.

7.4 The User commits to returning the bicycle at a chosen Station within the maximum term of use above mentioned at art. 5.5. The User accepts to bear the risk of not finding free Stalls in the chosen Station and of therefore extending the route, according to art. 5.4, to the nearest free Station or to another Station with available stalls.

7.5 Except for what referred to in art. 9, should in any way the bicycle be lost, stolen or damaged, ore in case of loss/unserviceability of User Code and Password, the User should report those facts as soon as possible to the Municipality, by contacting the assistance telephone number. Should the bicycle be lost or stolen, the User has moreover the obligation to file a prompt report – within the following 24 hours - at the Competent Authorities, and to send afterward a copy to the Tourist Bureau of the Municipality.

7.6 When withdrawing the bicycle the User shall verify that it works properly and is in perfect state, as a whole and in each of its components. Otherwise he will immediately have to return the bicycle. Should the User not communicate anomalies and/or damages noticed during the use of the Service, he implicitly declares that the taken bicycle is in perfect condition and he thereby commits to returning it in

the same conditions. To this end please see art. 5.5. In case of restitution within three minutes from withdrawal the User is authorized to immediately take another bike.

7.7 User's Responsibilities - The User will be held exclusively responsible for any direct or indirect damage caused to third parties (to people and/or things and/or animals) as well as to himself and/or to things and/or animals belonging to him, as a result or as a consequence of the bicycle and/or the Service usage, for facts imputable to the User himself or to third parties he has allowed to use the bicycle. Should the user of Service be a minor, his parents/tutors will be held exclusively responsible for all the direct and indirect damages caused to third parties ((to people and/or things and/or animals), as a result or as a consequence of the bicycle use, for facts imputable to the minor himself or to third parties allowed to use the bicycle by the subscribers.

The User or the parent/tutor, whereas the user of the Service is a minor indicated in the Contract, will be moreover be held exclusively responsible for any loss, damage, theft of objects and/or animals present on board of the bicycle.

In the case of an accident involving the User or the bicycle, he shall immediately report to the Support Services.

7.8 The User, or his parents/tutors, should the Service be used by a minor indicated in the Contract, commits to indemnify the Municipality in respect of administrative penalties imposed during the use of the bicycle for road traffic offenses and/or the according Implementing Regulation. The User, or his parents/tutors, should the Service be used by a minor indicated in the Contract, commits to relieving the Municipality of any other action/pretense coming from third parties or from Public Authorities as a consequence of facts imputable to the User or to third parties whom, in violation of art. 8.2, the User – or the minor or his parents/tutors – have allowed to use the bicycle.

7.9 The User declares to be able to ride the bicycle and to be in a condition allowing him to perfectly use it.

7.10 The User, or his parents/tutors, should the Service be used by a minor indicated in the Contract, has the obligation to pay any damage he should cause to the municipality, for any reason, for any fact imputable to him, even deriving from the violation of above art. 7.8.

ARTICLE 8 – PENALTIES

8.1 Penalties imposed on the User

In the event of loss, theft, delayed delivery or damages of the bicycle, imputable to the User or to third parties allowed to use the bicycle by the User, without prejudice to the compensation of the greatest damage, the User will undergo the following penalties, which he declares to consider reasonable and appropriate to the under mentioned cases:

1. return of the bicycle after 48 hours from withdrawal: euro 150,00;
2. damage of bicycle, established against the user even in case of transfer of the bike in violation of art.8: from euro 50 to euro 500;
3. loss, theft or serious damage of the bicycle or failure to return it: should the Lender fulfill his obligations and should the User not comply to them (see art. 7), the Municipality reserves the right to charge the User of a sum corresponding to the lost, stolen or damaged good, up to euro 620,00 maximum;
5. the User will be held responsible of any damage caused by an improper use of the bicycle to people or things (included the bicycle itself), due to his behavior.

8.2 Modalities of penalty charges

The amounts of the penalties will be debited on the User's Credit Card or on his parent's/tutor's in case the Service is used by a minor indicated in the Contract. Should the credit card not hold the necessary amount, the Municipality will send notification with request of payment.

8.3. Obligation to communicate credit card variations

The User - or the parent/tutor, should the Service be used by a minor indicated in the Contract – undertakes to communicate in due time to the Municipality any variation relating to his credit card or to the personal data, or to those pertaining to the minor indicated in the Contract and user of the Service.

ARTICLE 9 –ASSISTANCE

Should the User have any difficulty, he can write an e-mail to biciHelp@comunefinaleigure.it or select on the app RICHIEDI ASSISTENZA (ask for assistance)

ARTICLE 10 – CANCELLATION CLAUSE AND SUSPENSION OF SERVICE

10.1 Cancellation clause

The Municipality reserves the right to terminate the Contract, within the meaning and for the purposes of art. 1456 c.c., through simple written communication by MAIL to the User, in the following cases:

- violation by the User of the obligations laid down in articles 7.1., 7.2. e 7.3.;
 - failure in returning the bicycle within the maximum term of 48 hours (see art. 7.3).
- without prejudice of the application of the penalties provided for in art. 8.

In case of cancellation the app on the User's personal telephone will be deactivated. A previously canceled User will be able to subscribe again at the exclusive discretion of the Municipality.

10.2 Suspension of Service

Should the User not provide to the payment of any of the debited sums in any capacity according to the Contract the Service is automatically suspended till the User has settled his debts.

ARTICLE 11- COMPETENT COURT AND APPLICABLE LAW

Should any dispute arise concerning the interpretation and/or the execution of the Contract and the utilization of the Service, the only competent court will be Savona court, without prejudice for the competence of the court where the user has its residence or domicile.

The present Contract is regulated by Italian legislation.