

# **TERMS AND CONDITIONS OF THE MUNICIPAL BICYCLE RENTAL SERVICE OF CASTELLÓN - BICICAS**

## **1. THE BICICAS SERVICE**

Bicicas is a municipal bicycle rental service located in the city of Castellón de la Plana. The bicycle rental service is a way to ride around the city while it also promotes the use of this vehicle to facilitate getting around town.

Please see the following link to check the location of the available rental points:  
<https://bicicas.es/#mapa>

Taking a bicycle is subject to its availability at the rental points.

## **2. ACCESS TO THE BICICAS SERVICE**

The service is available to any natural person over 18 years of age or to any legal entity that assumes the contractual obligations of the service.

The City Council of Castellón de la Plana shall authorize the use of the Bicicas service for minors over 16 years of age under the following conditions:

- Signing of a statement by the guardian or legal representative of the minor in which he or she declares himself or herself liable for all damages caused directly or indirectly by the minor as a consequence of using the service. The guardian or legal representative shall assume the minor's contractual obligations. Said statement will be signed at the Bicicas offices, which address is Polígono Estadio, nave 18.
- Completion of the Road Safety Course. To register to the course will be requested at the Bicicas office.
- If the law requires it, minors must wear the mandatory helmet, exempting the Castellón City Council and the service management company from any responsibility.

The company Maquiver S.L.U., with VAT Number B12007720 and located in Polígono Estadio 18, concessionaire of the bicycle rental service in Castellón, is not responsible for the deceit of the data provided by the users.

All instructions for accessing the service may be modified without prior notice.

### 3. BICICAS SERVICE REGISTRATION

Service registration is available through the Bicicas website ([www.bicicas.es](http://www.bicicas.es)), or through the Bicicas mobile APP, which can be downloaded from the Play Store for Android devices or the Apple Store for iOS operating systems.

If you do not have Spanish ID or NIE. To get the service you shall send us a copy of your passport or your ID card to [altas@bicicas.es](mailto:altas@bicicas.es) or [bicicas@bicicas.es](mailto:bicicas@bicicas.es). Then we will send you an ID code to fill in the place DNI box of the register form.

#### Registration through the website

- Enter the **bicicas.es** website, you can change language into English, on the “User Panel” option click on the “*Sign up for a Bicicas.es account*” button.
- Then fill out the form, where you will have to create a password with at least eight characters, containing capital letters, small letters and numbers.
- Now login the User Panel. There you shall purchase a subscription and, if you wish, the Móbilis card. Payment shall be made by bank card only.

The Móbilis card is an approved card for public transport.

You can purchase a new one from the User Panel: enter the “*My Card*” section and select the “Purchase a new User Card” or “*Lost Card*” option. It costs €3 and payment shall be made by bank card only.

Then, you can pick it up at the Bicicas Customer Care Office or any other authorized point (see section 4, Bicicas Service Offices). The User's ID will be required.

**The card is personal and non-transferable.**

#### Registration through the mobile app

The **Bicicas** mobile application shall be downloaded from the Play Store or the App Store.

Fill in the registration form, where you will create a password. This password is needed along with your ID to access the application. Once inside, enter the Subscription section, where you will be able to purchase any of the available subscriptions using a bank card.

The password allowing access to both the mobile APP and the User Panel is the one entered in the registration form.

#### 4. BICICAS SERVICE OFFICES

Central Office:

Address: Polígono Estadio, nave 18  
Opening Hours: 9:00 a.m. to 7:00 p.m., Monday to Friday  
Email Address: [bicicas@bicicas.es](mailto:bicicas@bicicas.es)  
Phone Number: 677 41 24 18

Authorized Offices:

- Tourist Info Castellón. Address: Plaça Major.
- Tinència d'Alcaldia Nord. Address: Plaça Primer Molí s/n.
- Tinència d'Alcaldia Sud. Address: C/Ricardo Català cantó J. Marqués.
- Tinència d'Alcaldia Oest. Address: Avda. Alcora, 50 (Mas Blau).
- Tinència d'Alcaldia Est. Address: Av. Germans Bou, núm. 27.
- Tinència d'Alcaldia del Grao. Address: Passeig de Bonavista, núm. 28.

#### 5. SYSTEM USE

Using the system is strictly reserved for holders of service contracts. The User is expressly prohibited from lending, renting, selling or assigning the bicycle to third parties, as well as the user's card or codes to access the service.

One bicycle per user is allowed. Bicicas reserves the right to authorize the use of a second bicycle as long as there is a justified cause.

Bicicas may permanently cancel the service of those users who fail to comply with the above.

##### **Use of the service with the user card**

Identify yourself by approaching your card to the reader located under the screen of the computerized column. Enter your PIN. Then select the "Take Bike" option. And Finally select the bicycle you want to use that previously you have verified that it is in perfect condition of use.

##### **Use of the service with the mobile APP**

Click on the "Login with APP" option located on the screen of the computerized column. Insert the two codes generated by the mobile APP in the "Code" section. There is one user code and one PIN code which is generated every 30 seconds. Select the "Take Bike" option. Finally select the bicycle you want to use that previously you have verified that it is in perfect condition of use.

You can use a user card and still use the mobile APP, and vice versa.

### **Returning the bicycle**

Simply return the bicycle at any service bench. There is no obligation to return the bicycle to the same rental point where it was taken. The bicycle's security lock must be inserted in any of the free anchors of the bench. The interior lock will close automatically and a message will appear on the screen indicating the bicycle's number and the anchor where it has been returned. Then it will be checked:

- that the bicycle has been properly anchored, giving it a pull.
- the appearance of the confirmation message of bike returned on the screen.

Once the return of the bicycle has been registered by the server, the User can rent another bicycle.

The screen of the computerized column will show information regarding the closest rental points to take or return the bicycle if the service is not available at that point.

The use of the bicycle is limited to two hours and the bicycle must be returned before this period expires. This time limit may be modified with prior notice.

The computer data collected by the server which records the starting and ending rental times will serve as proof of the periods of time it has been in use.

### **Issues**

The User must indicate any failure, whether on the bicycle or on the elements of the bench, using the option “**Register Issue**” located in the computerized column.

Additionally, the User can communicate the incident by:

- Email: [bicicas@bicicas.es](mailto:bicicas@bicicas.es)
- Incident Phone Number: 677 412 418
- The computerized column of the bench.
- The Bicicas APP (issues option)
- The website [bicicas.es](http://bicicas.es) (contact form)

### **Website / APP Functionnalities**

The User will be informed of any news or breakdowns of the system through the website and the APP. Among many others, the User will also be able to: check the map and the status of the rental points, check availability of bicycles in real time, read the frequently asked questions, and make inquiries regarding his or her data and subscriptions.

## **6. BICICAS SERVICE OPENING HOURS**

From January 2nd, 2015, the service will be operational 24 hours a day, 7 days a week, except for force majeure, maintenance of the system, a decision of the municipal authorities or other public bodies, or any another cause that precludes its total or partial use.

During the week of the Magdalena festivities the service will be closed from Magdalena eve (Friday afternoon) until the Monday after Magdalena festivities.

During the previous days at the festivities, the service may experience partial closures in the face of impossibility to access the rental points due to installation of tents or stages, closed streets, etc. These closures will be notified with the necessary advance notice.

Under no circumstances the days indicated above, in which the service is not available, are refundable.

## **7. PRICES AND PAYMENT METHODS**

Prices for the available subscriptions are as follows:

- Annual subscription: €24
- Quarterly subscription: €20
- Monthly subscription: €10
- Weekly subscription: €6
- Daily subscription: €2

Prices will be increased by VAT according to the rate at the time of accrual.

Payments and renewal of the subscriptions will be made by bank card through the User Panel or the APP. Any changes will be notified well in advance.

By default, annual subscriptions are renewed automatically so users can enjoy the service uninterruptedly.

The auto-renewal will charge the subscription 48 hours before the expiration of the active subscription (if not successfully, 24 hours before makes the last chance). If charging the new subscription is not possible, the service will become unavailable at the end of the active subscription.

Therefore according to the above, the auto-renewal option can be deactivated in the "*Subscriptions*" section up to 48 hours prior to the expiration date of the active subscription. If the User does not deactivate it sufficiently in advance the subscription will be renewed automatically and a refund of the new subscription will not be possible.

For security reasons and to comply with the PCI certificate the bank card data only will be saved for a maximum period of 3 years.

## **8. USER OBLIGATIONS**

The User must use this service as diligently as possible and in accordance with the Terms and Conditions provided in this document.

The User must make proper use of the bicycle, returning it clean and in good working order.

The User has the obligation to communicate any changes on the data contained in the registration form. This breach may result in the cancellation of the service.

The User must provide a bank card which validity dates cover the period of the subscription. If the bank card expires during the contract term, the right to use the service will be lost. The service will automatically be restored as soon as the card is updated. Days that go by while the service is unavailable will not be reimbursed.

During the duration of the rental, the User undertakes not to park the bicycle in areas blocking the pathway or causing unsafe situations.

The User must take and return the bicycle within the authorized times and periods.

The User is obliged to return the bicycle at any of the rental points correctly anchored. Otherwise, the bicycle will be considered as abandoned and the corresponding ban will be applied. The screen of the computerized column shows information regarding the closest rental points to take or return the bicycle if the service is not available at that rental point.

The User must return the bicycle by inserting its security lock in any of the free anchors of the bench and making sure that it has been firmly fixed pulling from it. Then, it will be checked on the screen the appearance of the confirming message that the rental has been correctly finalized. If this message does not appear, the User must notify it to Bicicas: reporting an Incident through the terminal, sending an email, phoning or using the mobile APP or the website contact option, so that it can be solved as soon as possible. The breach of this point will be considered as an abandonment of the bicycle and will entail the corresponding ban.

The User assumes safekeeping of the bicycle that he or she is taking. The User shall also act diligently to prevent theft during its use with the own means that he or she considers appropriate.

The User shall be responsible at all times for the obligations that any Authority or Organization, whether State, Autonomous or Local, might resolve for riding the bike. Exempting the Castellón City Council and the service management company from any responsibility.

## **9. USER RIGHTS**

The User may request the temporary blocking of his or her card to prevent unauthorized use.

The User may notify any type of incident, problem or suggestion, which will be answered as quickly as possible after studying the case.

The User may file any type of claim regarding the bans applied. Claims should be filed via email to the address intended for such use, [bicicas@bicicas.es](mailto:bicicas@bicicas.es).

## **10. SOCIAL DISCOUNTS**

The service offers a 10% discount for large families or for job seekers registered in the SERVEF.

Discounts shall be requested within a maximum period of one month after purchasing the subscription. The corresponding refund will be made to the bank card with which the payment was made.

Documentation needed for the unemployed:

- DARDE certificate. Issue date shall not be older than a week.
- Identity card.

Documentation needed for large families:

- Large family book or Large family card.
- Identity card.

## **11. USER RESTRICTIONS**

Simultaneous use of two or more bicycles is prohibited.

Any use of the bicycle contrary to that provided in the traffic regulations is prohibited.

The User is expressly prohibited from lending, renting, selling or assigning the bicycle to third parties, as well as the user's card or codes to access the service.

Using the service for commercial purposes, transport of goods or any other professional use is prohibited.

Using the bicycle outside the Municipality of Castellón de la Plana is prohibited.

Using the bicycle over inappropriate areas or in inappropriate conditions for bicycles, such as stairs, slopes and speed bumps, dirt fields, skating ramps or places conditioned for other vehicles, is prohibited.

The transport of passengers, other than the bicycle user, is prohibited.

The User, on his or her own initiative, shall not integrate any element to the bicycle.

Dismantling and tampering of the bicycle is prohibited.

## **12. USER RESPONSIBILITY AND DECLARATION**

The User is the sole party responsible for any damages caused to himself or herself, to third parties or to any movable or immovable property, due to normal or abnormal use of the bicycle rental service.

Before taking the bicycle from any rental point, the User will check that the bicycle to be used is in normal use and working conditions.

Likewise, in the event of an accident or incident that affects the mechanical conditions of the bicycle, the responsibility will fall solely and exclusively on the User, who must inform the service staff immediately. Nevertheless, the bicycle will remain under the responsibility of the User until it is replaced at one of the anchors of the rental points or until it is duly returned to the authorized personnel.

Not communicating any accident or incident affecting the mechanical conditions of the bicycle to the service staff may be considered as a serious infraction, resulting in a 1-month service suspension.

The service has a civil liability insurance covering only the structural damage of the benches and bicycles that are not in use at the time of detecting the damage. The User may have a personal insurance covering accidents, damage or theft of the bicycle.

The bicycle will be under the responsibility of the User during the period of use. The User will assume the consequences from temporary bans due to not returning the bicycle, as well as the economic consequences from abandonment, theft and/or non-returning of the bicycle.

In case of bicycle theft, the User must immediately inform the service staff through the contact telephone number, by email or through the website.

The User must communicate any anomaly detected either on the bicycles or on the rental points to the Service Control Center. The anomaly can be declared at any of these ways:

- Email: [bicicas@bicicas.es](mailto:bicicas@bicicas.es)
- Incident Phone Number: 677 412 418
- The computerized column of the bench.
- The Bicicas APP (issues option)
- The website [bicicas.es](http://bicicas.es) (contact form)

The User declares to have the physical and mental capacity to use a bicycle in accordance with applicable regulations.

The User declares that all data provided for the activation of the service is true.

### **13. SERVICE SUSPENSIONS**

Riding over inappropriate areas such as stairs, speed bumps, dirt fields, etc. will be banned with a 1-month service suspension.

Damages caused to the bicycle due to its incorrect use will be attributable to the User of the service. Depending on the case, the User could lose his or her right to enjoy the service, irrespective to assuming the expenses due to the repair of the bicycle.

In case of late return of the bicycle, access to the service will be deactivated according to the following delay times:

- If the delay is less than 1 hour, the suspension will be of 3 hours.
- If the delay is between 1 and 12 hours, the suspension will be of 24 hours.
- If the delay is between 12 and 24 hours, the suspension will be of 2 days.
- If the delay exceeds 24 hours, the suspension will be of 3 days.

If the User anchors the bicycle in the wrong way, facilitating its theft, the suspension will be of 7 calendar days.

Not communicating any accident or incident affecting the mechanical conditions of the bicycles to the service staff may be considered as a serious infraction, resulting in a 1-month service suspension.

Simultaneous use of two or more bicycles, as well as the inadequate or fraudulent use of the service, will result in a 20-day service suspension. If such behavior is reiterated, indefinite suspension of the service will proceed.

Traveling with the bicycle outside the Municipality of Castellón de la Plana will result in a 1-month service suspension.

Transportation of more than one person on the bicycle is considered as a very serious infraction entailing a 6-month service suspension.

The user is expressly prohibited from lending, renting, selling or assigning the bicycle, as well as the User's card or APP codes to access the rental service, to a third party. This is considered as a very serious infraction entailing a 6-month service suspension.

In case of recidivism, the following action shall be taken:

- 3 bans, a warning to the User and a 15-day service suspension is applied.
- 6 bans, a warning to the User and a 1-month service suspension is applied.
- 9 bans, a warning to the User and a 3-month service suspension is applied.
- 12 bans, a warning to the User and an indefinite service suspension is applied.

Bans will be calculated during the last 12 months of using the service.

The theft of the bicycle while its use will entail a €300 financial penalty, and if it was parked on the street without any type of anti-theft measure, a service suspension of 15 calendar days. The financial penalty will be requested 3 days after the bicycle is missing. If the User refuses to pay the penalty, he or she will be unsubscribed from the service.

#### **14. END OF SERVICE**

The service will end when the subscription expires or when the User wishes to terminate it.

Temporary subscription cancellation: it is defined as the one in which the period of validity of the subscription ends. In case of annual subscriptions, the User shall cancel the automatic renewal option.

Definitive subscription cancellation: it is defined as the complete contract cancellation. For this, the User shall visit the Bicas office, located in Polígono Estadio, Nave 18. The office is open Monday to Friday, from 9:00 a.m. to 7:00 p.m., uninterruptedly. The User's ID will be required. The User may request that his or her data is deleted from the system.

Bicas reserves the right to disable the service, without prior notification to the User, in the following cases:

- If the User did not declare a theft or an accident, as stated in the User Responsibility and Declaration section of this document.
- If the declarations and commitments assumed by the User according to the sections included in the User Responsibility and Declaration section turn out to be false or incorrect.

- If the User repeatedly breaches the periods of use or the terms mentioned in the User Obligations section. To this effect, it is considered that the User repeatedly breaches these terms after three times.
- If the User refuses to pay for the damage caused to the bicycle when he or she is responsible for it.
- If the User takes two or more bicycles simultaneously.
- If the User makes improper or fraudulent use of the service.

## **15. TERMS AND CONDITIONS ACCEPTANCE**

These Terms and Conditions prevail over any previous Terms and Conditions. Generally, in the case of non-compliance with any of the clauses of this document, the pertinent legal actions will be exercised.

In case of modification of the Terms and Conditions, the User will be notified by email and the Terms and Conditions will be published on the website and on the APP. In case of disagreement, the User shall choose to terminate the contract in advance without any cost. In this case, the proportional part of the unused subscription will be reimbursed.

The use of the service by the User entails the acceptance and commitment to complying with its Terms and Conditions.

## **16. DATA PROTECTION AND PRIVACY POLITY**

This privacy policy establishes the way in which personal data will be managed on this website. It is essential that you read and accept it before browsing our website.

Bicicas is a public bicycle rental service of the City Council of Castellón, managed by MAQUIVER, S.L.U, with Company Registration/VAT Number B12007720. This privacy policy was last updated on May 21, 2018.

Service payments are secured by the security and confidence of the PCI certification. For more information, please visit <https://www.pcisecuritystandards.org/>

The website [www.bicicas.es](http://www.bicicas.es) assumes a permanent commitment to the data privacy of the subscribers, contacts and customers, and it guarantees the best practices regarding the use of personal data.

MAQUIVER, S.L.U. opposes the sending of unsolicited emails (spam), and puts all efforts to prevent the improper use of email.

Users of this website are also informed that under no circumstances will user data obtained through this portal be shared, nor will it be transferred to third parties unless they have been previously informed and they have expressly authorized it.

In order to facilitate the collection management the platform may contain links to third-party websites. If this is the case, we will not be responsible for the data protection practices or the content of said websites. Therefore, it is advisable that you carefully read the privacy policies of each website before accepting the conditions and proceeding with their use.

MAQUIVER, S.L.U., with Company Registration/VAT Number B12007720, is the owner of a personal data file registered with the G.D.P.G. (General Data Protection Registry) under the name "Users", in which the data of the users is incorporated and is processed in order to answer queries, provide the services requested through the contact form, execute the service contracted by the user and proceed to billing and collection, as well as manage the process of users registration in the portal.

For the purposes of the provisions of the Spanish Organic Law 15/1999, of December 13, on Personal Data Protection, Information Society and E-commerce, users are clearly and transparently informed of the data regarding the entity responsible for this website:

- Its web project is [www.bicicas.es](http://www.bicicas.es).
- Its trade name is Bicicas.
- Its corporate name is MAQUIVER, S.L.U.
- Its Company Registration/VAT Number is B12007720.
- Its registered office is located at Polígono Estadio Nave 18, Castellón.
- Its corporate purpose is: Rent and transport of bicycles.
- It is registered with the G.D.P.G. (General Data Protection Registry).

#### Sending and registration of personal data

The sending of personal data is mandatory to contact the Bicicas service and subscribe to it. Likewise, failure to provide the requested personal data or not accepting this data protection policy means that it is impossible to subscribe to the service and to process the requests made through this portal.

The cases in which this website requires personal data are the following:

- To subscribe to the Bicicas service.
- To request any of the services and/or products we offer.

Personal information will be used as follows:

- 1 To ensure compliance with the terms of use and the applicable law. This may include the development of tools and algorithms that help this website to ensure the confidentiality of the personal data it collects.

- 2 For customer service and to provide follow-up services.
- 3 To communicate with users.
- 4 In each of the cases, as a user you will have full rights over your personal data and its use. You can exercise these rights at any time.
- 5 In no case will we give your data to third parties without previously informing you and asking for your consent.

#### Personal data capture systems in this website

This website uses different systems for capturing personal data, always requiring the prior consent of users to process their personal data for the purposes indicated. As a user, you have the right to revoke your prior consent at any time.

#### Personal data capture systems used

Subscription forms to subscribe to contents: The website contains several forms to activate the subscription. If you use spam filters, please add the email service to the address of your Safe Senders list. In all the cases in which you send your information through any of the subscription forms in the website, we will verify your email address through a verification system. Check your email inbox. You will receive a message sent from the address [bicicas@bicicas.es](mailto:bicicas@bicicas.es) with the subject "Confirm your subscription". You must confirm your subscription so that you can validate your email address. Bicicas does not store email addresses that have not been verified.

Contact form: A contact form for inquiries, suggestions or professional contact is also available. In this case, the email address will be used to respond to them and send the information that the user requires through the website.

Cookies: "Cookies" are stored when the user registers on this website or browses it. The user can consult the cookie policy at any time to obtain more information regarding the use of cookies and how to deactivate them.

Third-party cookies:

- Analytics from Google Analytics: Number of visits, webpages or sections visited, browsing time, websites visited before viewing this page, details about the browsers used.

Statistical reports on the traffic of the website, its total audience and the audience for a specific advertising campaign.

The data obtained through these cookies cannot be identified by the user.

- Facebook Pixel: The Facebook Pixel is an analysis tool that helps us measure the effectiveness of our advertising by creating reports about the activity of the USERS on THE WEBSITE.

**The data collected is shared with Facebook.**

Please see the link below for more information about how Facebook uses this data: <https://www.facebook.com/policies/cookies/>

When activating a subscription, the user understands that from the moment their subscription takes place, Bicas has access to the user name and email. This information is included in a file named "Users" and duly registered with the General Registry of the Spanish Data Protection Agency.

The user guarantees that the personal data provided through the different forms is true. The user shall be obliged to communicate any modifications regarding the data. Likewise, the user guarantees that all the data provided corresponds to their real situation, is up to date and accurate. In addition, the user undertakes to maintain their data updated at all times, being solely responsible for the inaccuracy or falsity of the data provided and for the damages that may be caused thereby to MAQUIVER, S.L.U. as manager of Bicas, or to third parties, due to the use of said data.

Exercising the rights to access, rectify, cancel, oppose and be forgotten

The user can address their communications and exercise their ARCO rights following the formalities imposed by the Spanish Organic Law 15/1999, of December 13, on Personal Data Protection and its Development Regulation.

You can exercise your rights to access, rectify, cancel, oppose and/or be forgotten by a written and signed request containing the following information: name(s) and surname(s), address for notification purposes, along with legally valid proof, such as a photocopy of an ID card or equivalent, and the request stating the inquiry. The document shall be sent to MAQUIVER, S.L.U, Polígono Estadio Nave 18, Castellón de la Plana, or to the email address [bicas@bicas.es](mailto:bicas@bicas.es).

Acceptance and consent

The user declares to have been informed of the conditions on Personal Data Protection, accepting and expressly consenting to the processing thereof by MAQUIVER, S.L.U., in the manner and for the purposes indicated in this privacy policy.

### Modifications in this privacy policy

MAQUIVER, S.L.U. reserves the right to modify this policy in order to adapt it to legislative or jurisprudential developments, as well as to industry practices. In these cases, the provider shall announce on this page the modifications made with reasonable notice before they are implemented.

### Commercial mailing

According to the Law of Information Society Services and Electronic Commerce (LSSICE), MAQUIVER, S.L.U. does not perform SPAM practices. Therefore, it does not send commercial emails that have not been previously requested or authorized by the user.