

GENERAL CONDITIONS OF ACCESS & USE OF THE LI BIA VELO SERVICE

The subscription is renewed automatically at the end of the first year except express notice addressed to the provider by post no later than one month before its anniversary date. The customer's attention is drawn to the fact that the subscription will be automatically renewed on the prices terms applicable at the time of renewal. conditions in force at the time of the renewal. After the automatic renewal, the customer may nevertheless terminate the subscription at any time without charge on giving two months' notice. Termination results in the closing of the Client's account and the "pro rata temporis" refund of the subscription deducing two months' notice.

ARTICLE 1 – PURPOSE OF THE LI BIA VELO SERVICE

- 1.1** Li bia velo is a public service ("the service") offered by the City of Namur ("the city") and operated under concession by JCDecaux Belgium Publicité ("the provider") to provide access to self-service hire bicycles ("the bike(s)").
- 1.2** CONTACT DETAILS FOR Li bia velo:
 - Postal address: JCDecaux Belgium Publicité, 56 Allée Verte, 1000 Bruxelles
 - Telephone (call centre): 078/05.11.12 (cost of a local call)
 - Website: www.libiavelo.be

ARTICLE 2 - STRUCTURE OF THE LI BIA VELO SERVICE

- 2.1** The service consists of a network of stations ("the station(s)"), each composed of a terminal ("the terminal") and locking stands for the bikes providing the service ("the stand(s)").
- 2.2** Each terminal provides a number of functions:
 - for non-subscribers to the service:
 - issuing a temporary ticket for use of the service by means of an automated electronic payment screen and keyboard ("the card reader"),
 - providing information about the service.
 - for long-term subscribers to the service:
 - logging in,
 - selecting a bike using a screen, keyboard and contactless pass reader ("the Li bia velo reader"),
 - accessing their customer account information,
 - on returning a bike, to obtain an extra ¼ hour of free use if the station is fully occupied,
 - consulting the occupancy status of nearby stations.
- 2.3** Each stand accommodates one bike; stands are numbered for the purposes of identifying and choosing a bike. Some stands are fitted with a contactless pass reader enabling users to hire a bike without using the terminal.

ARTICLE 3 – AVAILABILITY OF THE LI BIA VELO SERVICE

- 3.1** In order to access the service, the user must be in possession of a short-term ticket (1 Day or 7 Day) or an annual subscription card. Rates are set out in article 6.
- 3.2** The 1 Day ticket:
 - 3.2.1** The 1 Day ticket is valid for a maximum of 24 hours from the moment the operation is accepted by the bank cardholder's bank.
 - 3.2.2** During this validity period, the customer may only use the service for a maximum of 24 consecutive hours ("the maximum authorised continuous period of use"). In the event of any dispute relative to the period of use of the bike by the customer, the data issued by the service's computer server will prevail. Note that each first half-hour of use is free of charge.
 - 3.2.3** Subject to the number of bikes available at each station, the service is accessible twelve months a year, seven days a week, without interruption, except in the event of force majeure or any restriction, whether total or partial, temporary or definitive, imposed by the legitimate authorities on the use of one or more stations or on bike traffic in the City of Namur.
- 3.3** The 7 Day ticket:
 - 3.3.1.** The 7 Day ticket is valid for a maximum of 7 days, running from the moment the operation is accepted by the bank cardholder's bank.
 - 3.3.2.** During this validity period, the customer may only use the service for a maximum of 24 consecutive hours ("the maximum authorised continuous period of use"). In the event of any dispute relative to the period of use of the bike by the customer, the data issued by the service's computer server will prevail. Note that each first half-hour of use is free of charge.
 - 3.3.3.** Subject to the number of bikes available at each station, the service is accessible twelve months a year, seven days a week, without interruption, except in the event of force majeure or any restriction, whether total or partial, temporary or definitive,

imposed by the legitimate authorities on the use of one or more stations or on bike traffic in the City of Namur.

3.4 The long-term subscription (1 year):

3.4.1. The long-term subscription is valid for a period of one year and is renewed automatically each year.

3.4.2. During this validity period, the customer may only use the service for a maximum of 24 consecutive hours ("the maximum authorised continuous period of use"). In the event of any dispute relative to the period of use of the bike by the customer, the data issued by the service's computer server will prevail. Note that each first half-hour of use is free of charge.

3.4.3. Subject to the number of bikes available at each station, the service is accessible twelve months a year, seven days a week, without interruption, except in the event of force majeure or any restriction, whether total or partial, temporary or definitive, imposed by the legitimate authorities on the use of one or more stations or on bike traffic in the City of Namur.

ARTICLE 4 – HOW TO ACCESS THE SERVICE

4.1 MEANS OF ACCESS

4.1.1 ACCESS TO SHORT-TERM LI BIA VELO TICKETS (1 DAY OR 7 DAYS):

- (1) To purchase a short-term ticket, the new user chooses the "Buy ticket" option on the terminal screen, then selects "Li bia velo ticket";
- (2) The new user ("the customer") chooses the duration of the ticket: 1 day or 7 days;
- (3) The customer reads and confirms the direct debit details;
- (4) A prompt on the screen terminal invites the customer to read and accept the General Conditions of Access and Use (GCAU) of the service by pressing "V" on the keyboard (GCAU also available on request from Li bia velo and on the website). If the GCAU are not accepted, the customer cannot pursue the transaction;
- (5) The customer inserts a bank card into the reader and keys in the corresponding PIN, thereby giving the provider, subject to the bank's authorisation, pre-authorisation to debit a maximum amount of €150 for a maximum duration of 13 days. This period may be extended in the case of foreign-issued bank cards.
- (6) The customer chooses a 4-digit PIN ("the Li bia velo PIN"), which is strictly personal and confidential and may be used throughout the period of validity of the Li bia velo ticket;
- (7) A Li bia velo ticket is issued (an approved Visa, Mastercard or Maestro bank card receipt) showing the date and time of the transaction, the amount pre-authorised for debit, the ticket expiry date and a subscriber number.

4.1.2 ACCESS TO THE LONG-TERM SUBSCRIPTION (1 YEAR) AUTOMATICALLY RENEWED:

- (1) A preliminary application form is available on request from Li bia velo and at a number of distribution points. The form may also be completed online on the website, then printed out by the customer.
- (2) If the customer chooses the Li bia velo 1 Year card, this is issued after confirmation of the registration and authorisation of the direct debit by the customer's bank. The accompanying subscription is valid for one year, running from the day after the subscriber card and letter of confirmation are mailed to the customer.
- (3) The subscription is renewed automatically unless the customer gives express notice of termination by post no later than one month prior to the anniversary date. The customer's attention is drawn to the fact that the subscription will be automatically renewed on the price terms applicable at the time of renewal. Following automatic renewal, the customer may nevertheless terminate the subscription at any time without charge on giving two months' notice.
- (3) An amount corresponding to the use made of the service is debited once the customer's debit balance exceeds €10 (annual subscription renewal, charge for use in excess of €10, etc.).

4.2 HIRING A BIKE:

4.2.1 HIRING A BIKE FOR HOLDERS OF A Li bia velo 1 DAY OR 7 DAY TICKET

- (1) The customer enters his subscriber number (shown on the Li bia velo ticket) on the terminal keyboard.
- (2) The customer enters his Li bia velo PIN on the terminal keyboard; a prompt asks him to choose the bike he wishes to use by means of the stand number to which the bike is attached, within the limit of the stock of bikes available at that moment.
- (3) The customer then has 60 seconds to push the button on the chosen stand and a further 5 seconds after pushing the button to remove the bike from its stand (the green light turns amber when the button is pushed, then flashes green during the removal operation; 2 beeps indicate when the lock is released); failing which, the stand locks again automatically and the customer must repeat the process from step 1 above.

4.2.2 HIRING A BIKE FOR HOLDERS OF A Li bia velo SUBSCRIBER CARD (1 YEAR):

The customer swipes his card over the Li bia velo reader on the terminal (1) or on a stand fitted with a contactless pass (2).

- (1) The customer enters his Li bia velo PIN on the terminal keyboard; a prompt asks him to choose the bike he wishes to use by means of the stand number to which the bike is attached, within the limit of the stock of bikes available at that moment.

The customer then has 60 seconds to push the button on the chosen stand and a further 5 seconds after pushing the button to remove the bike from its stand (the green light turns amber when the button is pushed, then flashes green during the removal operation; 2 beeps indicate when the lock is released); failing which, the stand locks again

automatically and the customer must repeat the process from step 1 above.

- (2) The customer swipes his card over the Li bia velo reader on the stand selected.
The customer then has 60 seconds to push the button on the chosen stand and a further 5 seconds after pushing the button to remove the bike from its stand (the green light turns amber when the button is pushed, then flashes green during the removal operation; 2 beeps indicate when the lock is released); failing which, the stand locks again automatically and the customer must repeat the process from step 1 above

4.3 TO RETURN THE BIKE:

- (1) The customer must attach the bike in a station to a stand showing a green light. A beep is emitted and the light on the stand turns amber and then green again, confirming that the bike has been replaced properly. If the bike is not properly in position, the light turns red and a long beep is heard. This means that the bike return operation has not been properly registered by the service. In this event the customer should contact the call centre.
- (2) If the station chosen does not have a free stand available, the customer can obtain a free extra time credit of 15 minutes by using the terminal keyboard to enter the subscription number and PIN associated with his Li bia velo ticket.
- (3) After the bike is returned, the customer has 5 minutes to log into the terminal and ask for a printed time- and date-stamped receipt for the return of the bike, should he so wish.

4.4 SUBSEQUENT USE:

- (1) If the bike is returned within the first half-hour of use, the service cannot be used again for another 5 minutes.
- (2) The bike hire and return procedures are then identical to those set out in articles 4.2 and 4.3 respectively.

ARTICLE 5 - Li bia velo SERVICE CUSTOMERS

- 5.1** Li bia velo subscriber cards and short-term tickets and the associated PINs are strictly personal and entitle the customer to hire, use and return a bike under the terms and conditions set out in this document.
- 5.2** The service is accessible, subject to the provisions of article 4.1 above and articles 8 and 9 below, to holders of the following cards:
 - (1) bank card issued by a banking establishment affiliated to the Visa, Mastercard or Maestro network, with a microchip that meets EMV standards,
 - (2) a Li bia velo ticket issued by the provider.

ARTICLE 6 - COST & MEANS OF PAYMENT

- 6.1** SHORT TERM TICKET:
 - (1) The cost of the 1 Day ticket is 1 €, debited in addition to the cost of use of the service as set out in article 6.2.
 - (2) The cost of the 7 Day ticket is 3 €, debited in addition to the cost of use of the service as set out in article 6.2.
 - (3) Payment of the amount due by the customer is made on expiry of the maximum validity period, by direct debit to the bank account associated with the customer bank card used to take out the subscription, under the conditions set out in article 4. If the service is used on multiple occasions over the validity period, the total amount due by the customer will be debited in a single operation in the five days following the end of the subscription.

6.2 HOURLY RATE FOR USE OF THE SERVICE (EXCLUDING SUBSCRIPTION CHARGE)

Rate	Holder of a short-term 1 Day or 7 Day ticket	Holder of a long-term subscription card (1 year)
First half-hour	Free	Free
Second half-hour	0.5 €	0.5 €
Third half-hour	1 €	1 €
Fourth half-hour and over	2 €	2 €

- 6.3** The customer pays for the service proportionally to the period of use of the service ("the period of use"). Any hour of use of the service begun, after the initial free period, is charged in full.

6.4 Long-term subscription card:

- (1) The long-term subscription card costs €30.
- (2) The subscriber may access the Li bia velo service as long as the direct debit authorisation is valid.

- 6.5** The rates and prices set out in this article are valid as from 1st April 2012 and may be subject to revision at any moment, on the basis of Belgium's Health Index in accordance with the following formula:

Basic rate or price x $\frac{\text{New Health Index at 1st April}}{\text{Health Index at 1st April 2012}}$ = new rate or price

ARTICLE 7 - CUSTOMER'S OBLIGATIONS

- 7.1** The customer undertakes to use the Li bia velo ticket for the sole purpose of identification at the station or to the provider, in order to hire a bike.
- 7.2** The customer undertakes to use the service as would any reasonably prudent, responsible and informed individual, and in accordance with these GCAU.
- 7.3** The customer is responsible for the bike hired and must make every effort to avoid damage to the bike, or its destruction or disappearance.
- 7.4** The customer undertakes to hire and return the bike within the maximum authorised continuous period of use. The customer accepts in advance that any failure to abide by this obligation will entitle JCDecaux Belgium Publicité to debit a flat rate penalty of a maximum of €150, the final amount being determined in accordance with the terms of article 10 below.
- 7.5** If any use of the bike in contravention of the provisions of article 7.2 above is observed, the customer undertakes to return the bike immediately at the request of the provider or provider's representatives.
- 7.6** The customer undertakes to inform the provider without delay of the loss, theft or any other problem relative to the use of the Li bia velo ticket associated with a Li bia velo subscription and/or to the use of a bike, no later than 24 hours following the occurrence of said event, on the following telephone number: 078/05.11.12. In any event, the bike remains the customer's responsibility under the terms of articles 7.3 and 9.1.

ARTICLE 8 - RESTRICTIONS ON THE USE OF THE Li bia velo SERVICE

- 8.1** It is forbidden for customers to lend, hire or transfer a Li bia velo ticket, which remains the property of JCDecaux, and/or to use it in any manner other than that set out in these GCAU.
No Li bia velo ticket lost or rendered unusable through the fault of the customer will be refunded or replaced.
The 7 Day tickets are automatically suspended as soon as the outstanding amount on the Li bia velo account (subscription, bike use and/or penalties) reaches €150.
- 8.2** It is strictly forbidden for customers to allow a third party to make any use of any kind, with or without charge, of the bike, which remains the property of JCDecaux Belgium Publicité.
- 8.3** The service is also open to minors aged between 14 and 18; their subscription is taken out by or on the responsibility of their legal guardian in accordance with article 8.5.
- 8.4** The customer is authorised to use the bike under the terms of these GCAU, provided that such use is reasonable. This particularly excludes the following:
 - any use contrary to the provisions of road traffic regulation, in particular those of the Highway Code;
 - any use on land or under conditions that are likely to damage the bike;
 - the carrying of any passenger in any form;
 - any use of the bike capable of endangering the customer or third parties;
 - any dismantling or attempt at dismantling all or part of the bike
 - more generally, any abnormal use of a bike.
- 8.5** Children under the age of 14 are forbidden from using the service even if accompanied. As with any user of the service, a minor over the age of 14 must hold a personal card.
- 8.6** The maximum total load a bike can carry is 120 kg. The maximum weight the basket can carry is 8 kg.

ARTICLE 9 – CUSTOMER LIABILITY & DECLARATIONS

- 9.1** The customer is fully and solely liable for any damage caused by the use made of the bike during the period of use, including when this period exceeds the maximum authorised continuous period of use in the event of late return by the customer.
- 9.2** The parents or legal guardians of any minor with a subscription to the service will be held liable for any damage caused directly or indirectly by the minor as a result of using the service.
- 9.3** Any hire period in excess of 24 hours (running from the time of the bike's removal) will be considered as a case of disappearance until the bike is found.
- 9.4** In the event of the disappearance of the bike for which he is liable, the customer is under obligation (see article 7.6) to inform the provider of its disappearance on 078/05.11.12 within 24 hours of hiring the bike, and to report its theft to the police within 48 hours. The customer remains fully and solely liable for the bike until a copy of the police report is received by the provider.

9.5 In the event of an accident and/or incident involving the bike, the customer is under obligation (see article 7.6) to inform the provider of the facts within the period stipulated above, on the telephone number quoted above. The customer remains liable for the bike until such time as it is locked to a stand or handed over in person to a representative of the provider. Failing which, the customer should secure the bike by means of the built-in anti-theft device.

9.6 The customer declares himself capable of using a bike and physically fit to do so.

9.7 Since the customer is liable for the bike (see articles 7.3 and 9.1), it is strongly recommended that, prior to using the bike, the customer carry out a basic check of the main visible working parts, in particular (but not exhaustively):

- that the saddle, pedals and basket are properly fixed;
- that the bell, brakes and lights function properly; ▪ that the frame and the tyres are in good condition.

9.8 The customer is also advised to:

- adapt braking distance to weather conditions; ▪ adjust the height of the saddle correctly;
- wear an approved cycle safety helmet and suitable clothing;
- generally speaking, respect the Highway Code and traffic regulations in force at the time of using the service (e.g. respecting traffic lights, not riding on pavements, etc.)

9.9 The customer hereby declares that he holds third party liability insurance.

ARTICLE 10 - PENALTIES

10.1 At the start of each period of validity, the customer authorises the provider to request the debit of a maximum flat rate amount of €150 as a deposit, to be used in the following cases and under the conditions set out and exhaustively listed here: damage, fraudulent use and/or disappearance of the bike for which the customer is liable. This authorisation is confirmed by the customer entering his bank card PIN (see article 4.2).

10.2 The corresponding penalties (see article 10.3) are payable on the provider's first request, if it is found that the customer has failed to abide by his obligations under the terms of these GCAU.

10.3 The nature and/or amount of the penalties payable to the provider by the customer in the event of a contractual failing on the part of the customer, are as follows:

- (1) disappearance of the bike in contravention of article 7.4: €150,
- (2) theft of the bike with damage to the anti-theft device or theft with violence: €50 (supported by a copy of the police report),
- (3) repair of damage to the bike attributable to the customer: flat rate penalty according to the degree of damage,
- (4) loss or damage to the anti-theft device and/or the associated key: €10.

ARTICLE 11 – CONFIDENTIALITY AND USE OF PERSONAL DATA

Any customer may obtain access to information concerning them and, where appropriate, request the correction or removal of any such information.

Information concerning you is processed for the following purposes:

- the manufacture and management of long-term (1 year) subscription cards;
- circulation of a newsletter for long-term (1 year) subscribers.

Under no circumstances will the information gathered be divulged to third parties.

In accordance with the Belgian Data Protection Act of 8th December 1992, you have a right of access to information concerning you and a right of correction. If you wish to exercise these rights, please contact us at the postal address shown in article 1.2.

ARTICLE 12 - DISPUTES

These GCAU are subject to Belgian law. Any dispute arising from the performance and consequences thereof will be brought before the courts of the judicial district of Namur.

ARTICLE 13 - MODIFICATION OF THE GCAU

Customers will be systematically informed of any modification to these GCAU by display on Li bia velo terminal screens and on the website.