



General Terms and Conditions (GTC) for shared bicycle systems operated by Granollers Transport SL

1 Jurisdiction and purpose of the General Terms and Conditions (GTC)

1) The purpose of this contract is to regulate the conditions of use of the individualised bicycle transport service, known by the brand name Ibizi, in the city of Eivissa. The Ibizi transport service consists of the use, by customers, of bicycles belonging to the service in accordance with the conditions of use described in this contract.

Granollers Transport SL (the 'provider') provides hire bicycles to customers registered for the provider's hire service (the 'customer') within the municipality of Eivissa (the 'area of operation'). These terms and conditions regulate the relationship between Granollers Transport SL and the customer, with regard to registration (framework contract) and bicycle rental. Sections 1 to 8 regulate the rights and obligations related to hiring and using bicycles. Sections 9 to 19 regulate the contractual relationship between Granollers Transport SL and the customer.

2) Bicycles may be hired and returned via the Internet or the mobile app of the service.

3) Any agreement between the parties, before or during the contractual period, which differs in whole or in part from these General Terms and Conditions, must be approved in writing between Granollers Transport SL and the customer.

4) These General Terms and Conditions and contracts are written in the Spanish language. However, both the General Terms and Conditions and contracts have been translated into other languages for foreign customers who wish to use our services. In the event of any discrepancies between the Spanish version and others versions, the Spanish version will prevail.

5) You may obtain more information on the terms and conditions of use of the bicycle hire service on the website of Granollers Transport SL: www.goibizi.com.

2 Registration and de-registration of service

1) You must be registered in order to use the bicycle hire service of Granollers Transport SL. The registration application ('application') can be completed via the mobile app or on the Internet.

Only natural persons over 18 years of age may register.

Legal entities are prohibited from registering as users of the service.

2) The application must be approved by the provider. Approval of the application will result in an activation notice being sent in writing, either by email or SMS to the mobile phone of the customer or both.

3) Once registered, the applicant will receive a personal identification number (PIN) that may be used to sign in to the mobile app and the customer area of the website, as well as for the hire and return of bicycles at the hire stations themselves. You can locate the hire stations on the website or via the mobile app.

4) Completion of the entire service registration process will entail acceptance of these General Terms and Conditions and, henceforth, the signing of the contract with Granollers Transport SL ('Framework Contract'). From that moment on, the customer may hire bicycles from Granollers Transport SL.

5) Registration is free. The customer shall only pay for the hire of bicycles, according to their use and the rates that are in force at any given time. Payment must always be made by credit or debit card. To verify the card's validity, the provider will charge a sum of one (1) euro upon registration. This amount will be compensated later on when the customer is charged for using the service for the first time. Depending on the type of rate chosen during registration, the provider may charge periodic hire fees. You can consult the types of hire rates currently in force on the service website or request them over the telephone (+34 971 31 69 08) or at the offices of Granollers Transport SL in Eivissa, located at Edificio CETIS, Torre 5, Planta 2 (c/ Canarias 31/35), 07800 Ibiza.

6) The customer must inform Granollers Transport SL of any changes to their personal information. This includes personal details and payment information (for example, bank account number or credit card information).

7) The user may voluntarily de-register by following the procedure that is set out on the service website for such purposes.

3 Duration of hire

1) The bicycle hire period starts as soon as the customer enters the PIN number provided by the provider subsequent to registration.

2) The hire period ends when the customer returns the bicycle to one of the hire stations, as specified in section 8 of these General Terms and Conditions. The hire will not be deemed completed until the customer has informed the provider of the bicycle's return. The customer must report any incident related to the bicycle and/or its return to customer service.

4 Hire restrictions

Unless otherwise agreed, each customer may hire a maximum of four bicycles at a time, with the exception of the situations outlined on the service website. Contact the provider about the possibility of entering into individual contracts for the hire of a larger number of bicycles.

5 Terms and conditions of use

1) The customer shall use the bicycles as diligently as possible and in accordance with the rules and regulations for use of the bicycle hire system. As a general rule, the bicycle should be used correctly, returning it in the same condition in which it was found, in good working order and clean.

2) Hire bicycles may NOT be used:

- a) By persons under the age of 18 (unless accompanied by an adult).
- b) For transporting other persons, in particular children under the age of 18, unless the bicycle is equipped with child seats or the customer fits one to the bicycle on an ad-hoc basis; in this case, children must be secured with a seat belt.

- c) Outside the municipality of Eivissa.
- d) For commercial purposes.
- e) By people under the influence of alcohol or drugs.

3) Using the bicycles during adverse weather conditions, e.g. strong wind, rain, storms, or any other poor weather conditions, is discouraged. Using the bicycles during adverse weather conditions shall be at the risk and expense of the customer.

2) When using the bicycles, the customer must obey traffic rules and regulations. The customer must also make use of bicycle lanes on roads on which they are provided.

3) Besides the actions outlined throughout this contract, as well as those set forth in applicable law, customers are expressly prohibited from the following:

- a) Using the bicycles on land that is not suitable for their use.
- b) Taking the bicycle onto any other means of transport.
- c) Disassembling or tampering with the bicycle either partially or fully.
- d) Using the bicycle or stations for commercial purposes.
- e) Using the brand or logo of Granollers Transport SL and/or that of Group or associated companies.
- f) Adding any accessories to the bicycle, on the customer's own initiative. Dismantling and/or partially and/or fully tampering with the bicycle, docking stations or the elements of which they are composed is prohibited.
- g) Inscribing slogans, drawings or the like on the bicycle or docking stations.
- h) Making any form of graffiti, painting, stains, scrawls, writing, inscriptions or graphics, with any type of material (ink, paint, organic matter or the like), or scratches on the bicycle or the docking station.
- i) Riding the bicycle on bus lanes.
- j) Cycling on a single wheel, holding on to other vehicles or riding with no hands.
- k) Using a mobile phone while riding on the bicycle.
- l) Transporting other people, animals or bulky items.
- m) Abandoning or giving the bicycle to anyone while using the service, except in cases of force majeure.
- n) Using the bike basket inappropriately or overloading it (maximum permitted load: 5 kg). The customer must ensure that all transported goods and items are properly insured at all times.

4) Once the bicycle has been returned, in order to use it again, the customer must start the hire process again.

5) The PIN code provided subsequent to registration is personal and non-transferable and must not be transferred to any third parties. In the event that the PIN is used by anyone other than the customer, the latter shall be personally responsible at all times for any breakage, damage, loss or damage to property or third parties.

6 Conditions for hiring bicycles

1) It is the customer's duty to acquaint themselves with the conditions for use of hire bicycles before hiring one.

2) The procedure for taking a bicycle from the corresponding station is described below:

- a) The customer must correctly enter their PIN at the corresponding station in

order to be able to take a bicycle via the app.

- b) Before taking the bicycle from the station at which it is docked, the customer must check that it is in perfect condition for use. If any technical faults are detected before or during use of the bicycle, the customer must return the bicycle, dock it at one of the hire stations and notify customer service immediately.

If the fault is detected once the bicycle has been hired, the hire will be cancelled by the provider.

- c) Once the bicycle has been removed from the corresponding station, the customer has the right to use it in accordance with the terms and conditions established on the website.

7 Parking hire bicycles

1) The customer undertakes, for the duration of the hire, to only park the bicycle in suitable areas that do not block the way or encourage dangerous situations, where it can be properly watched over. The stand of the bicycle must be used whenever the bicycle is parked, either on the street or at the hire stations.

2) In particular, parking bicycles, either permanently or temporarily, at the following places is not permitted:

- a) Traffic lights
- b) ATMs or parking meters
- c) Traffic signs
- d) Streets less than 1.5 metres wide
- e) In front of or near emergency exits and fire department service areas
- f) So that local advertisements are covered
- g) Private or public buildings
- h) Train stations and/or bus stops
- i) Public bike racks
- j) Private or public vehicles
- k) In front of mailboxes
- l) In front of doors or gates or within their swing arc
- m) On or in front of paths
- n) Parks/green spaces or on private property

3) The hire bike must be properly locked when not in use, even if the customer leaves the bike unattended for a short period of time. You can find more information on how to lock a bicycle on our website: www.goibizi.com.

(5) Failure to comply with any of the obligations listed above may result in a penalty of 20.00 euros being issued per offence committed. Granollers Transport SL expressly reserves the right to file claims for damages exceeding the contractual penalty.

8 Returning hire bicycles

1) As a general rule, hire bicycles may not be returned outside of the defined area of operation, which shall be understood as the town or city from which the bicycle was hired.

2) The bicycle must be returned to one of the docking stations and the customer must make all necessary checks in order to ensure that the bicycle has been properly docked and returned. The customer will be able to verify that the bicycle has been returned correctly via the app. It is the user's responsibility, under all circumstances, to ensure that the bicycle is properly returned to the service, in accordance with the specified procedure.

3) The customer must inform the provider, via the mobile app, as soon as the bicycle is returned, indicating the exact station at which it is docked (station number or GPS coordinates).

4) Non-compliance with the obligations outlined in the previous paragraphs shall entitle the provider to charge the customer the service fee in the form of a penalty, according to the price list currently in force at the time, published at: <https://www.goibizi.com>.

9 Responsibility of Granollers Transport SL

1) Granollers Transport SL shall not be liable for damages caused by any bicycle manufacturing faults or by the use of defective materials.

2) Granollers Transport SL shall only be liable to the customer in the event of a serious infringement of the obligations set forth in this contract. Under all circumstances, the liability of Granollers Transport SL shall be limited to duly evidenced direct damage.

3) Granollers Transport SL shall not be liable for the use made by the customer of bicycles; material damage to property or belongings of the customer; damage caused to the bicycle, public or private property and/or third parties, by irregular, improper or fraudulent use of the bicycle; or other damage or accidents caused by fraud or bad faith on the part of the customer.

10 Customer obligations

1) The customer must use the bicycles correctly, obeying, in all cases, the necessary measures for suitable operation of said bicycles. The customer shall be personally responsible for any damage, breakage or loss related to the bicycle, hire stations and terminals and other features the service, as well as their theft due to improper use attributable to the customer.

2) The customer is aware of the risks involved in riding a bicycle and shall be personally responsible for damage caused to themselves, third parties or any property, either movable or immovable, and public or private, due to correct or incorrect use of the bicycle. The provider, therefore, shall not assume any type of liability that may arise from non-regulatory cycling or accidents, and is completely exempt from any damage that the user may suffer or cause while using the bicycle. Similarly, the provider shall not be responsible for claims for accidents, injuries, knocks or damage caused to themselves and/or third parties or their property, or for a loss of belongings or any physical injury or accident they may suffer during the hire period.

3) If the bicycle is stolen during the hire period, the customer must report the theft immediately to Granollers Transport SL by calling (.....).

11 Customer obligations

Aside from those set forth in applicable law, the customer must adhere to the following specific obligations:

- a) To use the service and, in particular, the bicycle, with the utmost diligence.
- b) To properly return the bicycle to the station, in the event that any of its components do not work properly.
- c) To correctly dock the bicycle at the return station once finished with the service, and to check that the bicycle has been properly docked in the corresponding section of the app.
- d) To not grant use of the PIN or details for the private area of the app to third parties.
- e) To only use the bicycle in the urban area of the municipality of Eivissa.
- f) To supervise and take care of the bicycle from the moment it is taken from the station until it is correctly returned.
- g) To notify the provider of any incidents that may occur in relation to the service during the customer's hire period.
- h) In the event of a breakdown, the customer must dock the bicycle at the nearest station and notify the provider of the incident.
- i) To notify the provider of any changes to registration details, as well as changes to payment cards charged by the provider.
- j) To use the bicycle appropriately and only for personal transport.
- k) To be responsible for the proper use of the bicycle, as well as its loss.
- l) When returning the bicycle, to dock the bicycle correctly at one of the hire stations currently in use. If the station is full, the bicycle must be taken to the nearest station with available docking points. In such a case, the user will be given extra time, as determined on the service website, in order to make their way to the next station and dock the bicycle. So that the customer is not charged for this extra time, the procedure outlined on the service website for such circumstances must be followed.
- m) To comply with applicable traffic regulations at any given time.
- n) To inform the provider in case of accident. If the property of third parties or other persons is affected in said accident, the customer must also report the incident to the police immediately.

12 Infringements and measures to be taken

1) The following shall be considered customer infringements:

Minor infringements

- a) Causing damage to the bicycle or hire station to the value of up to €60.
- b) Causing damage to street furniture to the value of up to €60.
- c) Not informing the provider of changes to their personal details or to the payment card charged for the service, thus hindering the collection of payments.
- d) Carrying out one or more cancellation/return operations without the bicycle being correctly docked and, as a result of this action, minor damage being caused to the service due to continued use of the bicycle by other customers.
- e) Accumulating three unfulfilled reservations within an annual subscription period.
- f) Any non-compliance set forth in municipal ordinances or applicable law that is considered minor misconduct.

Serious infringements

- a) Causing damage to the bicycle or hire station to the value of over €60 and under €200.

- b) Causing damage to street furniture to the value of over €60 and under €200.
- c) Committing the actions outlined in points (f) and (g) of section 5 of this contract.
- d) Cycling recklessly.
- e) Committing actions that cause serious damage.
- f) Any non-compliance set forth in municipal ordinances or applicable law that is considered serious misconduct.
- g) Committing two minor infringements within a six-month period.

Very serious infringements

- a) Transferring registration to a third party.
- b) Abandoning the bicycle.
- c) Using the bicycle in inappropriate areas.
- d) Using the trademark or logo of Granollers Transport SL and/or Group or associated companies inappropriately.
- e) Fully or partially disassembling the bicycle.
- f) Cycling outside of the area of operation established in this contract.
- g) Returning the bicycle after a period of 24 hours.
- h) Damaging bicycles or docking stations in excess of €200.
- i) Damaging street furniture in excess of €200.
- j) Causing damage to third parties.
- k) Not reporting any incidents that occur when using the bicycle to the provider.
- l) Not returning the bicycle to the system.
- m) Using the bicycle or docking station for commercial or profit-making purposes.
- n) Taking the bicycle onto public or private transport.
- g) Carrying out one or more cancellation operations without the bicycle being correctly docked and, as a result of this action, very serious damage being caused to the service of the provider due to continued use of the bicycle by other customers or third parties.
- o) Committing actions that cause serious damage.
- p) Non-payment of the corresponding amounts, fees or penalties.
- q) Communicating false registration details to the provider.
- r) Committing any of the actions outlined in section 5 of this contract considered to be expressly prohibited.
- s) Any non-compliance set forth in municipal ordinances or applicable law that is considered very serious misconduct.
- t) Committing two serious infringements within a six-month period.

(2) In the event that any of the outlined infringements are committed, the following measures shall be taken, without prejudice to any criminal or administrative liability that may be required by virtue of the customer's conduct.

Measures to be taken in the case of minor infringements

- a) As a precautionary measure, the customer shall be suspended as a user and prohibited from using the hire system for a maximum period of one month, as well as having to cover the costs of the damages caused, if applicable.
- b) Payment of the established amounts as a penalty for overuse within the set period or for the infringements published on the website.
- c) In the case of bicycle reservations that are made and not fulfilled, as a precautionary measure the customer shall be blocked from using this function for a maximum period of one month.

Measures to be taken in the case of serious infringements

- a) As a precautionary measure, in all cases, the customer shall be suspended as a user and prohibited from using the hire system for a minimum period of one month and a maximum of six months, as well as having to cover the costs of the damages caused, if applicable.
- b) Payment of the established amounts in the event that the measures related to overuse within the set period or the infringements published on the website are adopted.

Measures to be taken in the case of very serious infringements

- a) As a precautionary measure, in all cases, the customer shall be suspended for a minimum period of six months and a maximum of nine months.
- b) Indefinite termination of service.
- c) Payment of the established amounts in the event that the measures related to overuse within the set period or the infringements published on the website are adopted.

User suspension in the specified cases does not imply any discontinuation to the period of validity of the contract.

(3) In all cases, the provider may, in addition to taking the measures referred to above, recoup themselves for any damages caused by the customer, as well as file any claims that it considers pertinent in the corresponding jurisdiction.

13 Confidentiality of user details

- 1) The customer is responsible for preventing unauthorised use of their user details by third parties. This applies in particular to the PIN code.
- 2) Granollers Transport SL expressly declares that its employees are not authorised and shall never request the customer's password.
- 3) The customer may change their personal details at any time.
- 4) If the customer has reason to believe that their user details have been compromised or misused, they must inform Granollers Transport SL immediately.

14 Service fees and rates

The rates for the service shall be those published and currently in force on the website at all times for each system. You can consult hire rates on the website of the provider: www.goibizi.com.

15 Payment

- 1) The customer must pay for the service by credit or debit card. Payment for the service must be made according to the established terms of the chosen payment method.
- 2) In the event of non-payment or late payment, the provider shall be entitled to increase the amount to be charged in the form of late payment interest, in accordance with Law 3/2004 on combating late payment in commercial

transactions. In addition, any costs incurred by the provider as a result of non-payment shall be borne by the customer.

3) Failure to pay for services shall also entitle the provider to automatically cancel the customer's service without the need for prior notice.

16 Billing

1) The provider bills its customers according to current rates and the price list available at www.goibizi.com. The customer can review completed hires, including hires periods and prices, in the user area of the website or via the service app. Information on the services to be invoiced does not include extraordinary expenses, such as penalties for non-compliance, late payment interest, etc.

2) The customer's account is automatically debited on the due dates established on the website for each payment method. In the case of non-payment, Granollers Transport SL reserves the right to claim payment through appropriate means.

3) If the customer is not satisfied with the charge made by the provider, they must contact Granollers Transport SL within 30 days of receipt of the invoice. Any corresponding returns shall be made to the customer's account.

17 Termination and deletion of customer details

1) Either party may terminate the framework contract at any time, upon two (2) weeks' notice, which must be sent in writing to the other party by any reliable means.

2) The due dates of the specific fees are binding for the customer and will be automatically renewed for periods of equal duration if the customer does not communicate in writing that they do not wish to renew within the following periods:

- Four (4) weeks in advance in the case of an annual subscription.
- Two (2) weeks in advance in the case of a monthly subscription.

18 Privacy policy

1) Granollers Transport SL collects, stores and uses the personal details of customers for the sole purpose of subscribing and maintaining the contractual relationship. You can find out more about our privacy policy by visiting www.goibizi.com.

19 Applicable law and jurisdiction

1) This contract is private.

(2) Its interpretation is subject to the application of applicable civil law.

3) Questions that may arise in relation to its application, execution or interpretation shall be submitted to the Courts of Law of the city of Eivissa.

26/08/2019