

ambici

La bicicleta metropolitana



General conditions governing access to and use of the public bicycle service that complements metropolitan public transport (called the Ambici service)

Identification data of the service manager:

Projectes i Serveis de Mobilitat, SA, a trading company with publicly owned capital, with registered address at Carrer 60, 21-23 Sector A, Polígon Industrial Zona Franca, 08040, Barcelona, and NIF A63645220.

Service providers:

Barcelona Metropolitan Area, with address at Carrer 62, 16-18 A A, Polígon Industrial Zona Franca, 08040, Barcelona, and NIF P0800258F.

CLAUSES

ONE. PURPOSE OF THE CONTRACT

The purpose of this document is to regulate the general conditions of access to and use of the public bicycle service that complements metropolitan public transport, henceforth, the Ambici service.

The Ambici service consists of the use, by users, of the bicycles that belong to the service, in accordance with the conditions of use described in these terms and conditions.

TWO. TERRITORIAL SCOPE OF USE OF THE SERVICE

The territorial scope of the Ambici service covers 15 metropolitan municipalities: L' Hospitalet de Llobregat, Badalona, Cornellà de Llobregat, Santa Coloma de Gramenet, El Prat de Llobregat, Esplugues de Llobregat, Sant Feliu de Llobregat, Sant Adrià de Besòs, Sant Joan Despí, Sant Just Desvern, Molins de Rei, Sant Boi de Llobregat, Viladecans, Gavà and Castelldefels. In order to complete journeys between two of the service's stations, the use of the bicycles will be permitted in urban areas (including estates) within the 15 municipalities, and interurban connexions between the 15 municipalities, through the BiciVia network.

THREE. CONDITIONS FOR REGISTERING AS AN AMBICI SERVICE USER

In order to use the Ambici service, users must register following the procedure described in this document.

People of legal age, as well as legal persons by their legal representative, may register as users of the Ambici service following the procedure described below.

Likewise, minors under 18 and over 15 years of age may be registered as users of the Ambici service provided that they send, duly completed, the authorisation indicated on the web page or provided by the service at the User Help and Information Office, signed by a parent or legal guardian of the minor, which includes the corresponding declaration of responsibility for the minor. Together with the authorisation, the parent or legal guardian should send a photocopy of their ID card, the minor's ID card and the family book. In this case, registration will be effective when the Ambici service has reviewed and approved the documentation received.

In order to avoid duplication, it is forbidden for a user to register for the same service subscription a second time, if the corresponding cancellation has not been processed, except for company subscriptions, where a user may be registered as a legal representative of the company and as a natural person.

FOUR. REGISTRATION PROCEDURE

Natural and legal persons who, in compliance with the requirements indicated in these Conditions, wish to register with the service, must follow the procedure detailed below:

a) Registering online or through the mobile app

Anybody wishing to register should access the website (www.ambici.cat) or the mobile application of the service, and carry out the subscription process, select the desired subscription and expressly accept the conditions established in this document.

The documentation and data requested during the subscription process may differ according to the type of subscription selected.

Ticking, in the corresponding section of the website or the mobile application of the service, the box for accepting the Conditions of the service implies the express acceptance by the user of the conditions of this document, as well as a declaration of knowledge of its content.

Once the registration process has been completed and the payment is made, users will receive confirmation by email.

b) In-person registration procedure:

Any person wishing to register in person at the User Help and Information Office of the Ambici service will have to carry out the subscription process, select the desired subscription type and expressly accept the conditions established in this document, with the assistance of a customer care officer.

Both when registering online or via the mobile application and in person, users who select a subscription with an annual fee are obliged to pay the established fee in order to make the registration effective. In any event, the annual payment period will start at the time of the effective registration.

In both cases, a pre-paid Ambici card will be sent to users at their home address. Provided this is within the territorial scope of the service, and has been requested beforehand. This card must be activated following the instructions indicated.

FIVE. EFFECTIVE REGISTRATION

Once the registration procedure (including payment of the annual fee, if applicable) is completed, the registration will be considered effective.

SIX. AUTOMATIC RENEWAL

In the case of subscriptions with an annual fee, 14 days before the end of the payment period, the public bicycle service will notify users of this by email. The subscriber will have the option of carrying out the voluntary cancellation following the established procedure. If they do not process the voluntary cancellation following the procedure up to 7 days before the end of the payment period, it will be understood that the user wishes to continue with their subscription and the automatic renewal will be carried out.

SEVEN. LIMITATION OF REGISTRATIONS ACCORDING TO THE CIRCUMSTANCES OF THE SERVICE

Admission of new subscribers may be limited according to the degree of saturation of the service. If necessary, a waiting list will be established by strict order of registration and regulated by the AMB and PSM.

EIGHT. CANCELLATION OF SUBSCRIPTION TO THE SERVICE

Natural and legal persons may or will have their service subscription terminated, in any of the following cases:

a) Voluntary user cancellation

Users may cancel their subscription to the service through the online or mobile app registration procedure, or the in-person registration procedure.

i. Cancelling the subscription online or via the mobile app

Users wishing to cancel their subscription to the service should switch off the automatic renewal in the user area of the website (www.ambici.cat). Users will be able to enjoy the service until the last day of the payment date, and once this date has passed, the subscription will not be renewed.

ii. In-person cancellation procedure:

Users wishing to cancel their subscription to the service in person at the User Help and Information Office of the Ambici service will have to carry out the cancellation process with the help of a customer service agent. Users will be able to enjoy the service until the last day of the payment date, and once this date has passed, the subscription will not be renewed.

Cancellation due to non-payment:

A temporary or definitive cancellation will be applied for non-payment if a user does not pay the applicable service user fees or penalties, or if the corresponding bank payments bounce back.

This can lead to a process of non-compliance, and in all cases the manager can compensate the user for any damages suffered during this period.

b) Cancellation due to non-compliance:

The public bicycle service may temporarily or definitively cancel a user subscription, after processing the corresponding non-compliance process provided for in these Conditions.

NINE. SUBSCRIPTION CATEGORIES

Users will be active for the period corresponding to the type of subscription chosen.

In the case of the annual subscription, users will be active for a period of one year (with the payment period calculated from the moment of registration), except in the cases foreseen in these conditions, regarding the application of measures provided for in cases of non-compliance.

Users may not change their subscription mode during the current subscription period and therefore have to wait until the end of the subscription period or unsubscribe and register to change their category.

Once this period is over, the subscription is automatically renewed for the established period, according to the subscription type selected, and in accordance with the registration and cancellation procedure established in the previous point.

TEN. SERVICE HOURS AND FEES

The Ambici service is operational 19 hours/7 days a week and 365 days a year.

Bicycles may be removed or returned between 5 am and midnight. However, the AMB, together with the service manager, may establish operational restrictions on the removal of bicycles or operational extensions on return, as specified on the service website.

Service hours, fees or penalties will be those agreed to by the AMB at any time in accordance with the service manager. The fees and penalties will have the character of metropolitan public prices and will be approved annually by the AMB. Current service hours, fees and penalties will be published on the service website.

Prices:

- a) An annual fee may be established for having a subscription.
- b) Depending on the type of subscription, fees may be established according to time and free periods.
- c) Penalties may be established when the bike is not returned appropriately or on time, or in the event of theft, loss or deterioration.
- d) The fees may also include services such as the recovery of a bicycle before completing the journey in a station, sending text alerts or emails, or issuing a user card (if they are used) and duplicates of a card.

The time of use will be determined according to the data registered on the public bicycle service control platform. These data will be proof of the period of use.

Changes to times and/or fees will be shared with users through the website.

ELEVEN. GENERAL CONDITIONS OF USE

Users will have the right to a shared bicycle that they will remove from a station through the mobile application of the service or the Ambici personal identification card. This removal will mark the start of the payment per use time (if applicable) according to current rates.

When their journey is completed, users will park the shared use bicycle in a station (physical or virtual, if applicable). This parking will end the payment per use time in accordance with current rates.

A user cannot use more than one bicycle at the same time.

Every new use of the service implies acceptance of the established rules.

TWELVE. PROCEDURE FOR REMOVING A BICYCLE

The procedure for removing a bicycle from a station is the one described below, in general:

- a) Users will have to request a bicycle with their mobile application, by reading the QR code on the bike, or touching their Ambici card on the reader located on the bike.
- b) The user will remove the bicycle.
- c) Next, they will activate and check the bicycle (especially the battery charge level when the bicycle is electric) following instructions on the same bike.

In this case, if the user observes any anomaly, they will notify the User Help and Information Office and follow their instructions. In general, users will have to return the bicycle, record the journey as completed and take a new bicycle. A time period will also be set (at no cost) for returning a bicycle for technical reasons, as indicated on the service website.

If the bicycle has been activated and checked and there are no problems, the user can begin their journey.

In any event, users are obliged to follow the rules of use specified on the service website, the mobile application or at the station itself.

THIRTEEN. PROCEDURE FOR RETURNING A BICYCLE

Once the journey is completed, the bicycle needs to be parked in a free docking space in a station (physical or virtual, where applicable) following the general procedure detailed below:

a) The user will dock the bicycle in the assigned place (physical or virtual) and deactivate the bicycle following the instructions indicated.

c) Once the bicycle has been deactivated, the user will make sure it has been properly locked.

The user is responsible for ensuring the operation is completed correctly.

In any event, users are obliged to follow the rules of use specified on the service website, the mobile application or at the station itself.

If, after making the appropriate checks, users detect any anomaly, they are obliged to notify the User Help and Information Office through their 24-hour phone number, web page or the mobile app of the public bicycle service.

FOURTEEN. SPECIFIC CONDITIONS OF USE

The time of use of a bicycle begins when a bike is unlocked and activated (in a station) and ends when the bicycle is locked and deactivated (in a station), thus making the shared use bicycle available to another user.

You cannot rent or use for commercial purposes any of the elements that make up the public bicycle service, such as the user account, card, bicycles or stations.

If any incident occurs during a journey with a bicycle: a breakdown, battery runs out (in the case of an electric bicycle), vandalism or an anti-social event, an accident, theft, impossibility of finding a free place, etc., the user is obliged to communicate this urgently to the User Help and Information Office and proceed according to their instructions.

If, for any reason, a bike is left abandoned, without properly ending the journey in a station, the user involved will have to meet the cost of recovering the bicycle, possible damage to the bicycle and the penalties established in this document.

If a bike is returned outside the scheduled time, the user involved will have to meet the cost of this breach of the conditions established in this document.

These conditions of use will be supplemented by additional conditions of use that may be indicated in each station, bearing in mind their characteristics and circumstances.

FIFTEEN. LIMITS OF USE OF THE SERVICE

In the event of exceeding the time limits of use of the public bicycle service established for each subscription, users will be obliged to pay the current fees or penalties.

For justified reasons, the public bicycle service reserves the right to change the hours of use of the service, the opening times and the position of the stations, without prior notice, although reasonable efforts will be made to communicate this appropriately.

A station may be widely used and will not always be able to guarantee the availability of a bike or a place to return it to without this situation generating any right for users to receive a refund or compensation. Likewise, neither the AMB nor the service manager assume any responsibility if, owing to other circumstances, the bicycle cannot be returned at a specific station or if the service is not available at a certain time.

A maximum time to remove a bike may be established (before midnight). This time (which may vary due to technical issues) will be published on the service website. A minimum waiting time between two uses may also be established to avoid abuse of the service, which will also be published on the service website.

A journey with a bike should start and end on the same day. A journey can therefore last a maximum of 19 hours, applying the fees indicated on the service website.

If a bike has not been returned at the specified time, the service manager will start the recovery process and will inform the user involved (by phone, email or SMS). In these cases, users will have to meet possible location and transfer expenses, in accordance with the rates approved and published on the service website, as well as the payment of the amount corresponding to the use of the service.

SIXTEEN. PERSONAL AND NON-TRANSFERABLE NATURE OF THE ACCOUNT OR THE AMBICI CARD

The use of the public bicycle service, the user account and the Ambici access card (if applicable) are personal and non-transferable, cannot be assigned to third parties and will be valid for the type of subscription contracted.

A user account (or card) associated with a subscription has the following characteristics:

- It will be valid until the user's subscription to the service is cancelled.
- It gives the right to use a shared bicycle from the public bicycle service to make journeys in accordance with the limitations of the subscription.

Users may not transfer their acquired rights when registering for the public bicycle service.

The user undertakes to maintain and use their own account or Ambici card.

In the event of loss, breakage and/or requesting a duplicate of the card, the cost of issuing the new card must be borne by the user in accordance with the current fees published on the service website.

SEVENTEEN. PAYMENT OF THE SERVICE

Payments generated according to the use of the service will be made through a credit or debit card.

Users undertake not to cancel their credit or debit card, and to report any change in their operation. In relation to the card provided, the user accepts that the service manager has permanent authorisation to ensure the pertinent payments for the services are made (indicated in the fees section on the website) during the lifetime of their subscription to the Ambici service.

In the case of the minors mentioned in these Conditions, it is necessary to provide permission to collect amounts/charges for the service from the bank card designated for this purpose.

EIGHTEEN. SERVICE SUPERVISORS

Service supervisors or officers will be members of staff authorised or assigned by the service manager for this purpose, and will be responsible for providing assistance to users, as well as ensuring the smooth running of the service.

These supervisors or officers will travel to different stations, and throughout the area covered by service.

Users will be able to address any queries they may have to supervisors, so they can be advised and helped in all the processes required to use the service correctly (securing and releasing bicycles at stations, how shared use bicycles work, etc.).

With the acceptance of these Conditions, users declare that they know and accept the position of the service supervisor, who will collaborate with them and that they will allow service supervisors, in the undertaking of their duties, to take photos in relation to the proper use of the public bicycle service.

Public bicycle service staff (supervisors, officers, staff from the User Help and Information Office, etc.) have no authority to make individual exceptions or modify the terms and conditions of the service.

In addition, supervisors or staff of the public bicycle service will be able to remove bicycles that are poorly parked or that cause incidents during a journey.

At the request of a supervisor or member of staff of the public bicycle service, users should provide their name and surname(s), address and details of their account, subscription, as well as the use of shared bicycles.

NINETEEN. GENERAL OBLIGATIONS OF THE USER

Any user, whatever type of subscription they have, commits to:

- a) Make use of the service and all its components with utmost care and in accordance with the established Conditions.
- b) Make all payments arising from the use of the service in accordance with current rates.
- c) Not transfer the use of the account or user card to third parties or family members under any circumstances.
- d) Keeping the keys and codes of access (credentials) to the service secure. Any damage that may be caused through failure to keep the keys or access codes secure will be the responsibility of the user.
- e) Keep the user cards for the contracted service in good condition.

- f) Communicate any incident with the user account or card to the public bicycle service: usurpation of identity, fraudulent use of the account, computer viruses, loss, theft or deterioration of the user card, etc. Users will assume responsibility for the use of the account or card until the incident is reported to the service.
- g) Show the user account or present the user card to supervisors, authorised staff or personnel assigned for this purpose or any authorities who so require it. Provide their name and surname(s), address or details of the user account, payment or use of the service.
- h) Communicate any changes in personal data (for example, changes of address) that may occur, as well as any change to the bank card from which service charges are taken.
- i) Ensure that all information provided to the service is true.

TWENTY. SPECIFIC OBLIGATIONS OF THE USER

Any user subscribed to the service undertakes, on each occasion that they use the service, to:

- a) Use the service, especially the bicycle, with utmost care.
- b) Ensure the bicycle is correctly docked at a station at the end of their journey, and before the closing time of the service on the day the journey started.

If the chosen station is full, you should go to the nearest station, or inform the User Help and Information Office and follow their instructions.
- c) To inform and duly return the bicycle to the service, in the event that any of its elements do not work correctly.
- d) Use the bike appropriately and only use it for your personal transport.
- e) Assume responsibility for the safekeeping and custody of the bicycle from the moment it is removed from the docking station to the moment it is correctly returned to the service.
- f) To give the bike to supervisors, authorised staff or authorities, if they require it in the course of their duties.
- g) Respect current traffic regulations.
- h) Use bike lanes on any roads on which they are available.
- i) Take responsibility for the proper use of the bicycle, as well as its loss.
- j) All users with a subscription to the service expressly undertake to comply with, in the use of the bicycles, the traffic bylaws of the municipalities in which they travel.
- k) At the time of registration, users declare that they are in perfect health to travel by bike and assume responsibility for themselves if they suffer from any disease relating to the heart, sight or hearing impairments, or problems with the circulatory, musculoskeletal and digestive systems.
- l) Users are obliged to make good use of shared use bicycles and take responsibility for any damages that may arise from improper use of them.

- m) Users are obliged to take precautions regarding possible damage, loss or theft. Specifically, if the bicycle has an electronic chain or any immobilisation system, it must be used whenever the bicycle is parked during a journey.

When parking outside a station, the bicycle must be anchored to a fixed physical support, preferably in an inverted U bike rack or in a place that is not explicitly prohibited under the corresponding municipal bylaw. However, users will not be exonerated from the safekeeping and custody of the bicycle.

TWENTY-ONE. EXPRESS PROHIBITIONS FOR USERS

The following types of behaviour are expressly prohibited for users subscribed to the service:

- a) Using bicycles outside the territorial scope of the Barcelona Metropolitan Area (AMB).
- b) Using the bicycle on unpaved areas or paths, or on land that is not suitable for travelling on.
- c) Travelling in a bus lane, unless expressly authorised.
- d) Taking the bike on any other means of transport.
- e) The dismantling and/or partial or total manipulation of bicycles, stations or elements of which they are comprised.
- f) Using bicycles or stations for commercial purposes.
- g) Painting slogans, drawings or similar on the bicycle.
- h) Doing wheelies, holding onto other moving vehicles or using headphones connected to sound receivers or devices.
- i) Using mobile devices while riding the bike.
- j) Transporting other people, animals or bulky objects.
- k) Abandoning or transferring bicycles during a journey, except in cases of extreme necessity. In this case, it will be necessary to inform Ambici at the earliest opportunity, and within no more than 30 minutes, of the events that have led to the force majeure situation.

If the service has to remove an abandoned shared use bicycle from the public highway during a journey, the user will be liable for any costs or penalties arising from this.

TWENTY-TWO. USERS' RIGHTS

Users have the right to expect stations and bicycles to be in the right conditions for their use as indicated in the conditions in this document.

Users have the right to request and receive information about the service and to make and receive answers in relation to suggestions, claims and complaints, by email, regular mail or in person at the User Help and Information Office.

The service manager will reply to the query and/or claim as soon as possible and, in any event, within 20 calendar days following this communication.

Users have the right to be informed, through the website or by any other means, of any incidents relating to the service, fees and any measures that may be taken and, in the latter case, to make any objections or suggestions they consider relevant.

In the event that, by mistake, the public bicycle service has taken an undue payment, users will have the right to a refund of said amounts, within a period of one month, if the service decides that the payment was undue.

For any claims regarding the conditions and circumstances that affect the provision of the service, users may contact the service provider through the user telephone helpline, in person at the User Help and Information Office or through the service website.

TWENTY-THREE. CONFIDENTIAL DATA PROCESSING

The public bicycle service that complements the metropolitan public transport system, the Ambici service, involves the processing of users' personal data, and includes data on minors. The data controller responsible for the processing is the AMB and the service manager is the person responsible for processing the data, unless the AMB decides otherwise.

The service will be carried out in compliance with current data protection legislation and, specifically, the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General regulations on data protection - GDPR) and Law 3/2018, of 5 December, on the protection of personal data and the guarantee of digital rights (LOPD-GDD), thus adopting the technical and organisational measures necessary to avoid the loss, improper use, alteration, unauthorised access and theft of personal data provided by service users.

Any user registering to use the Ambici service gives their express and unequivocal consent and, therefore, authorises the processing of these data by AMB, and in their name, the service manager, for the purposes of managing the Ambici service and sending them communications on news and incidents related to the service.

The use of personal data will be confidential and will only be used to provide the services that users request through the Ambici service.

In accordance with Article 13 of the General Data Protection Regulation, during the collection of user data and the regulation of different agents, information will be given on the processing of personal data to be carried out, the legal basis for processing, the possible transfer of data to third parties, as well as where to obtain more information about processing and where to exercise your data protection rights.

In the event that users provide data from third parties, they will be solely responsible for the veracity and accuracy of these data and for having the authorisation of these third parties to apply to join the service. The service user must communicate any modification or error in these.

The user may revoke the consent given at any time, along with exercising their rights of access, rectification, erasure, objection, limitation of processing and portability of data, under the terms established in current legislation, by writing, together with a photocopy of their ID or official document proving their identity, to the office of the AMB Data Protection Officer, located at Carrer Número 62, 16-18, building A - Zona Franca (08040 Barcelona). Users can also send this letter attaching the documents

indicated above by email to the address: dpd@amb.cat, clearly indicating in the subject of the email address 'Exercise of GDPR rights.'

Users will have access to full information on data processing in the privacy policy on the AMB or Ambici service website.

All entities and third parties that participate in the system must comply with the principles of confidentiality and the duty of confidentiality of information and personal data, applying the security measures defined by AMB, which will regulate the processing of personal data with these third parties by means of a confidentiality agreement that commits them to establishing, complying with and respecting the obligations of confidentiality and applying the defined safety measures.

TWENTY-FOUR. NON-COMPLIANCE AND PENALTIES

In the event that the service manager detects, by any means, non-compliance with the user's obligations, or any applicable legislation, it will be agreed to start a penalty process owing to improper use of the service.

The undertaking of this process will be communicated to the user, who will be given 10 days to make any submissions they consider relevant.

The service manager, bearing in mind the submissions presented, will adopt the appropriate measures and communicate them in a reliable way to user once the AMB has validated them.

Non-compliance on the part of users will be penalised in accordance with the content of these Conditions.

TWENTY-FIVE. CONDUCT CONSIDERED TO BE BREACHES OF THE SERVICE CONDITIONS

The following will be considered **minor breaches**:

- Causing damage to a station or bicycle up to a value of €60.
- Exceeding the return time of the bicycle by more than two hours and less than five hours.
- Failing to notify the public bicycle service of any incident with the account or user card.
- Failing to notify the public bicycle service of any changes to personal data or those corresponding to the bank card from which payments are taken, in such a way that it makes it difficult to collect current fees or penalties.
- Any other breach, penalty or non-compliance that is considered to be minor in accordance with the applicable civil regulations, as well as municipal bylaws for the circulation of pedestrians and vehicles, measures to promote and guarantee peaceful coexistence in public spaces, on the use of public roads and spaces, or any other applicable legislation that corresponds to the territorial scope of each metropolitan municipality.

The following will be considered **serious breaches**:

- Causing damage to a station or bicycle for an amount of over €60 and less than €200.
- Failing to return a bike correctly before the maximum return time.
- Exceeding the return time of the bicycle by more than five hours and less than twenty-four hours.
- Committing two minor breaches within a period of six months.

- Failing to notify the User Help and Information Office of any incidents that occurred during the course of the use of a shared bicycle or any damage detected at any station or on any bicycle.
- Any other breach, penalty or non-compliance that is considered to be serious in accordance with the applicable civil regulations, as well as municipal bylaws for the circulation of pedestrians and vehicles, measures to promote and guarantee peaceful coexistence in public spaces, on the use of public roads and spaces, or any other applicable legislation that corresponds to the territorial scope of each metropolitan municipality.

The following will be considered **very serious breaches**:

- Causing damage to a station or bicycle for a value of more than €200.
 - Abandoning a bike.
 - Exceeding the return time of the bicycle by more than twenty-four hours.
 - Travelling outside the territorial area established in this contract.
 - Transferring a user account or card or a bicycle to a third party.
 - Using the service brand or logos without authorisation.
 - Totally or partially disassembling a station or bicycle belonging to the service.
 - Refusing to provide information on the use of the service or subscription, bicycle or card to service supervisors or officers, the service manager or authorities, when the user is required to do so.
 - Failing to pay fees or penalties.
 - Communicating false data to the public bicycle service regarding the use or conditions of the service.
 - Carrying out any of the forms of conduct stipulated as expressly prohibited in this document.
 - Committing two serious breaches within a period of six months.
 - Using any element of the public bicycle service for commercial purposes or profit.
- Any other breach, penalty or non-compliance that is considered to be very serious in accordance with the applicable civil regulations, as well as municipal bylaws for the circulation of pedestrians and vehicles, measures to promote and guarantee peaceful coexistence in public spaces, on the use of public roads and spaces, or any other applicable legislation that corresponds to the territorial scope of each metropolitan municipality.

TWENTY-SIX. MEASURES TO BE ADOPTED IN THE EVENT OF A BREACH OF SERVICE CONDITIONS

Adoption of measures in the case of a **minor breach**:

- As a precautionary measure, the user account and/or card will be blocked for a maximum period of one week, which implies the suspension of the user status and prohibition from using the service.
- Payment of the corresponding amounts established as fees or penalties, which are effective at that time.
- Payment of damages caused to elements of the public bicycle service.

Adoption of measures in the case of a **serious breach**:

- As a precautionary measure, the user account and/or card will be blocked for a period of one month, which implies the suspension of the user status and prohibition from using the service.
- Payment of the corresponding amounts established as fees or penalties, which are effective at that time.
- Payment of damages caused to elements of the public bicycle service.

Adoption of measures in the case of a **very serious breach**:

- The user account and/or card will be permanently blocked, meaning the suspension of the user status and prohibition from using the service.
- Indefinite cancellation of service subscription.
- Payment of the corresponding amounts established as fees or penalties, which are effective at that time.
- Payment of damages caused to elements of the public bicycle service.

The suspension of the condition of user or temporary suspension in the cases indicated does not imply the end of the relationship between the user and the public bicycle service.

In all cases, the public bicycle service, in addition to adopting the indicated measures, may demand payment for any damages caused by the user, as well as file any claims it considers relevant before the corresponding jurisdiction.

In the event that a criminal or administrative procedure is filed, at the request of an authority, the public bicycle service manager will have to inform the AMB so that it can appear as an injured party. For as long as the ruling in this procedure is provisional, the service manager will suspend the penalty process, if this has been initiated, until notified of the definitive ruling. In any event, the user's account and/or card may be blocked as a precautionary measure.

TWENTY-SEVEN. APPLICABLE LEGAL REGIME AND ARBITRATION

1. These Conditions are private in nature.
2. Their interpretation is subject to the application of current civil regulations, such as municipal bylaws on the circulation of pedestrians and vehicles, measures to foster and guarantee peaceful coexistence in public space, on the use of public roads and spaces, or other similar regulations that correspond to each metropolitan municipality.
3. Questions that may arise regarding their application, execution or interpretation must be submitted to the arbitration procedure established by the Barcelona Consumer Arbitration Board, the Catalan Arbitration Board, the Transport Arbitration Board or the Barcelona Arbitration Tribunal.