

General Terms of Hire for "Lundahoj" bike hire in Lund.

Section II - GENERAL TERMS

1. The purpose of the "Lundahoj" service

1.1. General information about the "Lundahoj" service

"Lundahoj" is a service provided in a partnership between the City of Lund and JCDecaux Sverige AB ("JCDecaux"). The service involves hire bikes belonging to JCDecaux ("Hire Bikes") being placed in a number of bike stands at a number of bike stations in the centre of Lund. To hire a Hire Bike, the hirer must conclude a hire agreement. To obtain a hire agreement, the hirer must be an adult and must pay a subscription charge with a valid credit card or in some cases a debit card. When taking out a subscription, the hirer receives a ticket or a receipt representing the subscription.

The subscription can be bought for a season ("Season Ticket") or for a period of three days ("Three-day Pass"). The Season Ticket is valid for a year, regardless of when during the season the subscription is taken out. The Three-day Pass is valid from the day on which it is bought and for the three following days (24-hour periods). The Hire Bike system is open to users during the season every day, 24 hours a day.

1.2. Owner's Contact Information

Address

JCDecaux Sverige AB
Box 13138
103 03 Stockholm, Sweden
556551-2661

Contact information

Customer Centre: JCDecaux Sverige AB, Callcenter, Box 13138, 103 03 Stockholm

Hours of business: 08:00-17:00, weekdays except public holidays. If the Customer Centre is closed, the Customer Centre can be contacted to report damage or theft on tel. +46 (0) 31 227 227.

Website: www.lundahoj.se

Email address: Lundahoj@jcdecaux.se

2. Scope of the JCDecaux Hire Bike service

2.1. Stations and Terminals

The service consists of a network of stations in the centre of Lund ("the Stations"), each consisting of a terminal ("The Terminal") with associated individual, numbered bike stands adapted for Hire Bikes.

3. Access to the "Lundahoj" service

To access the service, a hirer must have access to a subscription in the form of a Three-day Pass or a Season Ticket.

3.1. Three-day Pass

3.1.1. A Three-day Pass can be bought from the payment machine by the Terminal. Payment may only be made by credit card. When payment is made for a Three-day pass, the credit card is charged with a subscription charge as described in section 4.1. below.

3.1.2. A Three-day Pass is valid for a maximum of three (3) days (consecutive 24-hour periods) in succession, starting from when the card payment and security reservation have been authorised. The pass expires automatically at the end of the subscription period. Once the purchase has been authorised, a receipt is printed and a subscription code is issued by the payment machine. The hirer is obliged to store these details safely during the hire period. Details or documents that have been lost are not replaced.

3.2. Season Ticket

3.2.1. Season Tickets can only be bought at the JCDecaux Hycykel website, www.lundahoj.se. Payment can be made by credit card or debit card. When you buy a Season Ticket, your credit card or debit card is charged with the subscription charge as described in section 4.1 below.

3.2.2. The Season Ticket is valid for the period from 1 January until 31 December inclusive every year, regardless of when during the season the ticket was bought, and the Season Ticket expires automatically at the end of the subscription period.

3.2.3. When buying a Season Ticket, the Hirer must provide personal details and account information to JCDecaux by filling in the application form on the website lundahoj.se. Once the purchase has been authorised, a Season Ticket will be sent by post to the postal address specified by the hirer and a subscription code will be sent by email to the email

address specified by the hirer. The hirer must keep these details and a personal, four-digit PIN code chosen by the hirer in a safe place and apart from one another.

3.3. Common terms of subscription

3.3.1. On the condition that Hire Bikes are available at a Station, the service is available for 12 months a year (1 January - 30 December), seven days a week, 24 hours a day, without interruption, with the exception of when force majeure, operational reasons or changes in the prevailing legislation prevent or limit the use of the service or parts thereof.

3.3.2. If the hirer limits his/her use of one single bike to a maximum of 30 minutes from the bike being taken until being returned to the Hire Bike system, this use is free of charge. It is possible to take out once more a Hire Bike that has been returned, or a different Hire Bike, once a returned Hire Bike has been registered as received in the Hire Bike System. The processing time is approximately five minutes. In this way the hirer can use the Hire Bike System for a longer period, even throughout the entire subscription period, free of charge on the condition that each Hire Bike is used for a maximum of 30 minutes at a time. When one single Hire Bike is used for a period of more than 30 minutes, a hire charge is paid in accordance with section 4.2 below.

3.3.3. If the extent of a period of use is the subject of a dispute, the data from the service's IT system shall take precedence when estimating the time when the period of use started and ended.

3.3.4. The Season Ticket or Three-day Pass with associated subscription code and the hirer's personal, four-digit PIN code are strictly non-transferable and must be kept in a safe place and apart from one another in order to avoid misuse.

3.3.5. The "Lundahoj" service is available to hirers with the credit cards and debit cards that are shown on the Terminal display and on the website www.lundahoj.se.

3.3.6. To renew a Season Ticket subscription using the same Season Ticket, the hirer must log on to the website www.lundahoj.se and follow the instructions.

3.4. Lost proof of subscription

3.4.1. A hirer who loses his/her Season Ticket must report this immediately to JCDecaux, after which he/she may order a new ticket for an administrative fee of SEK 150 including VAT. The subscription code and personal, four-digit PIN code remain unchanged for the new Season Ticket. JCDecaux supplies a new ticket by post within fourteen (14) working days to the postal address provided by the hirer to JCDecaux.

3.4.2. A lost receipt for a Three-day Pass is not replaced by JCDecaux.
In the event of a loss, the hirer must buy a new Three-day Pass.

4. Charges for the "Lundahoj" service

Through the Hire Bike system, JCDecaux provides the general public with environment-friendly, comfortable, practical and cheap transport in the City of Gothenburg. To make it possible for as many people as possible to use Hire Bikes, it is important and desirable that at any time there is high availability of Hire Bikes in the Hire Bike System. To increase the turnover in the number of available Hire Bikes, for the benefit of all users, shorter bike rides are therefore encouraged. Hire Bike rides of no more than 30 minutes are even free of charge.

4.1. Subscription charges

SEASON TICKET SEK 75*	THREE-DAY PASS SEK 25

4.2. Hire charges, etc.

4.2.1 The hirer can without cost integrate his/her Jojo-kort card to the season ticket.

It is possible for the hirer to buy a Lundahoj plastic card together with the season ticket. Cost 150 SEK (plus Season ticket 75 SEK).

4.2.2. In addition to the subscription fee we also reserve a Safe Amount of 140 SEK (15EUR). Also a hire charge is charged for the use of every bike for each new initiated period, in excess of 30 minutes at a time as follows:

0-30 mins	>30 mins- 60 mins	>60-90 mins	>90 mins, for each new initiated 30-min period
FREE OF CHARGE	SEK 10	SEK 20	SEK 40

4.2.3. The hirer is charged with the price for the service in accordance with the above table for all new periods of use until the time when the Hire Bike is returned correctly to a Terminal. Each new initiated period of use in addition to the initial half hour is charged at full price, even if you have only used the Hire Bike for part of the period of use.

4.2.4. The prices of subscription charges and rental charges, as well as the reserved security amount, are valid as from 1 January 2014 and may be changed by JCDecaux by announcing this on the website lundshoj.se. The hirer is responsible for keeping himself/herself informed of the prices that are valid at any given time.

4.3. Sanctions and damages

4.3.1. The hirer is always personally responsible for the Hire Bike once it has been taken from the Hire Bike System until it is returned correctly to the Hire Bike System, i.e. while it is being used. As the Three-day Pass and Season Ticket are strictly non-transferable, the hirer is also liable if anyone else uses and damages the Hire Bike during the same period.

4.3.2. In the event of any damage occurring while the Hire Bike is being used, the hirer is liable and responsible for payment of reasonable repair costs to JCDecaux.

4.3.3. If the Hire Bike is stolen or lost between it being taken from the Hire Bike System and returned, the hirer is liable as follows:

(A) If the hirer, immediately upon becoming aware of the theft or loss, reports the matter to the police, passes the police report on to the JCDecaux Customer Centre and, if possible, returns the relevant bike key, the liability for compensation is limited to SEK 2 500 per Hire Bike.

(B) If the hirer, immediately upon becoming aware of the theft or loss, fails to report the matter to the police, to pass the police report on to the JCDecaux Customer Centre and, if possible, to return the relevant bike key, the hirer is liable to compensate JCDecaux for an amount of up to SEK 8 000 for a replacement bike.

4.3.4. The hirer may use one single Hire Bike for a maximum of 24 hours at a time ("Maximum Continuous Period of Use"). If the Maximum Continuous Period of Use is exceeded, compensation is due for one full day's hire of the Hire Bike.

If the Hirer returns the Hire Bike too late or in a damaged condition, the hirer is liable to pay not only a full day's hire charge, but also for damage as described in 4.3.1-4.3.2. If the Hire Bike is not returned at all, the provisions of sections 4.3.3 (A) and (B) above shall apply.

4.4. JCDecaux is entitled to charge payment in accordance with sections 4.3.1-4.3.4 by means of using the reserved security amount, and in addition to this to lodge additional claims for compensation by means of debt collection action or referring the matter to a general court of law.

4.5. For blocking of subscriptions, see section 8.6 below.

5. Practical information about the use of Hire Bikes

5.1. User Manual

JCDecaux provides a User Manual containing practical information about how the hirer can purchase subscriptions, how to handle the Hire Bike when collecting it, returning it, etc. The User Manual also constitutes a part of these General Terms. In the event of any discrepancy, these General Terms shall take precedence over the User Manual.

6. Right of withdrawal

A hirer who has bought a subscription over the Internet or via a payment machine at a Terminal is, on the condition that the hirer is a consumer and has not started to use the service, entitled to withdraw from the agreement by notifying JCDecaux of this no later than fourteen (14) days after the subscriber has received JCDecaux's confirmation of the order ("Cooling-off Period"). Such notification must be sent to JCDecaux, at the address stated above, or handed to staff at the Customer Centre. If the pass or ticket starts to be used during the Cooling-off Period, the right of withdrawal no longer applies; this is also the case if the pass or ticket starts to be used thereafter.

If the right of withdrawal is exercised, within thirty (30) days JCDecaux shall repay the payment made in respect of the subscription. This period is calculated from the day on which JCDecaux received notification that the right of withdrawal had been exercised and that the agreement had been cancelled. Season Tickets must be returned to JCDecaux at the address stated above before repayment can be made.

7. Handling of personal data

JCDecaux will process registered personal data about how the service is used. Such processing takes place in accordance applicable Data Protection Control, including but not limited to Personal Data Act (1998:204) and from May 25 2018 the new Data Protection Regulation (EU) 2016/769, Act (2018:218) with supplementary regulations to the EU Data Protection Regulation. When you enter into this agreement with us you provide us with certain of your personal data, such as contact information, birth date and payment information.

Personal data will be processed for the following purposes:

- a) for the provision of Hire Bikes and JCDecaux's administration of these and of subscriptions taken out;
- b) for quality work, analysis and development of JCDecaux and of the Hire Bike service,

c) Address data is used exclusively for sending information from JCDecaux' existing bike system.

d) to ensure payment for hire bike subscriptions.

Banking and personal information is saved by JCDecaux during the subscription period and is erased after completion of the subscription period. Some of your personal data may be shared with our partners and other companies in the JCDecaux Company Group within the EU for the purpose of performing payments, internal administration and statistical purposes.

Read more about how we handle your personal data and which rights you have in our integrity policy. For example you can object to direct marketing activities.

You find our integrity policy here

[<http://lundahoj.se/om-lundacykeln/faq/>]

8. The hirer's obligations when using a Hire Bike

In addition to the general terms set out in these General Terms, a hirer who takes out a hire subscription and uses a Hire Bike accepts the following obligations:

8.1. The Hirer shall observe all current traffic regulations.

8.2. The hirer is liable in connection with traffic accidents for injury to himself/herself or to other persons and for damage to property while the hirer is using a Hire Bike.

8.3. The hirer may not use a Hire Bike under the influence of alcohol or drugs or any other substance that impairs the ability to handle a Hire Bike in traffic.

8.4. The hirer is personally responsible for Passes, Season Tickets, subscription receipts, subscription codes, personal PIN codes and for any Hire Bike taken into use. Passes, Season Tickets, subscription receipts, subscription codes, personal PIN codes and Hire Bikes may not be handed to anyone else, hired out or transferred by the hirer.

Any lost or stolen pass/ticket/ subscription receipt must be reported immediately to the JCDecaux Customer Centre on tel.:

+46 (0)31 227 227, or to callcenter@jcdecaux.se. In the event of breach of this provision, the hirer is liable for any misuse of the pass/ticket/subscription receipt and/or the Hire Bike until such notification takes place. A lost or stolen subscription receipt may be replaced under the conditions described in section 3.4 above.

8.5. A Hire Bike must always be collected from and returned to any bike stand at a Terminal. The bikes are in good condition when JCDecaux places them in a bike stand and JCDecaux ensures that they are maintained and repaired on a regular basis. The hirer must contact JCDecaux Customer Centre without delay if he/she discovers any major damage to or defect in a Hire Bike.

8.6. The Hirer may use a Hire Bike for a maximum of one day at time, which means that the Hire Bike must be returned to a bike stand belonging to the Hire Bike System within 24 hours of the Hire Bike being taken out. Failure to return the Hire Bike on time or any other misuse of the Hire Bike in breach of the terms of hire has the effect that the pass/season ticket shall be blocked for the rest of the subscription period.

8.7. It is not permitted to use or transport the Hire Bike outside the City of Lund.

8.8. If the Hire Bike is parked outside the system's bike stands, this is entirely at the responsibility of the hirer.

8.9. The "Lundahoj" service is only available to people who have reached the age of 18 or for people aged 14-17 with the permission of their parent or guardian. People under the age of 14 may not use Hire Bikes from the "Lundahoj" system.

8.10. When a Hire Bike is returned, it must be placed in any bike stand that is operational and is a part of the system. The hirer must ensure that the Hire Bike is returned correctly and on time.

9. Disputes

These General Terms shall be implemented and interpreted according to Swedish law. Any disputes arising from the creation, the application of these General Terms or any subscription agreements concluded, as well as

those in respect of the use of the "Lundahoj" service shall be tried by a competent general court of law in Sweden.

For an alternative dispute resolution we refer to the European online dispute-resolution platform

<https://webgate.ec.europa.eu/odr/main/?event=main.home.show>.

Use callcenter@jcdecaux.com to contact JCDecaux Sverige AB.

10. Changes to the General Terms

Hirers are informed on an ongoing basis of any changes or supplements to these General Terms on JCDecaux Hyrcyklar's terminal screens and at the website www.lundahoj.se. It is the responsibility of the hirer to keep himself/herself informed of the hire terms in force at any time. These General Terms are valid as from 2018-05-22.