

TERMS OF USAGE (for non-residents) in english

Article 1: Managing Body

1.1. The Rio Minho e-bike shared use bicycle system is managed by the EGTC Rio Minho in partnership with the municipalities of the Eurocities Cerveira-Tomiño, Valença-Tui and Monção-Salvaterra.

1.2. The shared use bicycle system is called: “e-bike Rio Minho”.

1.3. Contacts for the shared use bicycle system are as follows:

EGTC Rio Minho – Managing Body

Email: e-bikeriominho@aectriominho.eu

Website: aectriominho.eu/e-bikeriominho

Adress: Av. Miguel Dantas, nº 69 4930-678 Valença (Portugal)

Service Desks (local time): General Information

Eurocity Cerveira-Tomiño

Vila Nova de Cerveira Tourist Office: Monday to Saturday from 9:30 am to 1:00 pm and from 2:00 pm to 5:30 pm / Tel. +351 251 70 80 23 (PT Time)

Casa do Concello de Tomiño: Monday to Friday, from 8:00 am to 2:00 pm / Tel. +34 986 622 001 (GAL time)

Eurocity Tui-Valença

Municipal Swimming Pool (Valença): Monday to Friday 09:00-18:00 / Saturday 09:00-14:00 / Tel. +351 251 809 523 (PT Time)

Tui Tourist Office: every day from 9:30 am to 2 pm and from 4 pm to 7 pm / Tel. +34 677 418 405 (GAL time)

Eurocity Monção-Salvaterra

Interactive Tourism Store - Monção: every day from 10:00 am to 1:00 pm and from 2:00 pm to 6:00 pm / Tel. +351 251 649 013 (PT Time)

Tourist Information Office in the Riverside Zone – Monção: Monday to Friday from 9:00 am to 1:00 pm and from 2:00 pm to 5:00 pm / Tel. +351 961 146 871 (PT Time)

Casa do Concello de Salvaterra do Miño: Monday to Friday 09:00-14:00 / Tel. +34 986 658126/986 658 082 (GAL time)

Wine Science Museum (Museo da Ciência do Viño): Fridays, Saturdays, Sundays and holidays from 11:00 am to 2:00 pm and from 5:00 pm to 7:00 pm / Tel. +34 617 148 866 (GAL time)

Failure or malfunction reporting: EGTC Rio Minho, Tel.: +351 967 124 945 during the system's operating hours.

Article 2: Definitions

Within the scope of application of these terms of use, it is understood by:

- a) Shared use bicycle system: this is the set of equipment intended to allow the temporary use of shared use bicycles available at stations;
- b) Physical and/or virtual stations: these are points where users of the system can obtain bicycles for temporary use and return them after this use has ended. Physical stations include access terminals integrated into each attachment point and provide secure attachment points

- for bicycles; the virtual stations provide a physical space delimited by signage that allows the picking and delivery of bicycles;
- c) Holder: Person who registered in the Rio Minho e-bike APP. The holder is inherently responsible for the use of the bicycle. The holder is the user of the bicycles;
- d) “Rio Minho e-bike” bicycles: bicycles that are part of the shared use system and that are available at stations.

Article 3: System Structure

3.1. The shared use bicycle system “e-bike Rio Minho” consists of 9 stations located in:

- Eurocity Cerveira-Tomiño: 2 physical stations in Vila Nova de Cerveira and 1 virtual station in Tomiño;
- Eurocity Tui-Valença: 1 virtual station in Tui and 1 physical station and 1 virtual station in Valença;
- Eurocity Monção-Salvaterra: 2 physical stations in Monção and 1 virtual station in Salvaterra de Miño;

In these places the user can pick up and deliver the bicycle.

The location of the stations, the identification of the usage perimeters in the aforementioned Eurocities and the green corridor of the Minho/Miño River, are available on the Rio Minho e-bike APP, at the stations themselves and at aectriominho.eu/e-bikeriominho.

3.2. The opening hours of the “e-bike Rio Minho” shared use bicycle system are available on the e-bike Rio Minho APP, on the website aectriominho.eu/e-bikeriominho and also at the docking stations, at the discretion of the EGTC Rio Minho to change the service due to adverse weather conditions or for reasons of a technical nature that impede the functioning of the system or other duly addressed.

3.3. The Rio Minho e-bike system is closed on January 1st, December 24th, 25th and 31st.

Article 4: Users and service costs

4.1. Users of the shared use bicycle system are people, over 18 years old, enrolled on the Rio Minho e-bike platform.

4.2. To register on the platform and join the system, users must accept the disclaimer on the Rio Minho e-bike APP and the payment of a deposit of €150.00 held on a credit card;

4.3. After registration, the EGTC Rio Minho will provide free access through the Rio Minho e-bike APP, and the security deposit will be released 72 hours after the bicycle is returned in accordance with the terms of use.

4.3.1. The fees for using the service are free. However, there is a time limit for using each cycle/card: 3 hours a day, with a minimum time of 15 minutes between uses on the same day, and delivery the bicycle within the system's operating hours, with a tolerance of 15 min. Once this limit is exceeded and delivered on the same day, you will be automatically penalized with the amount of 50 euros for each hour of excess that will be mobilized from the deposit. After 24 hours without returning the bicycle, a coercive recovery process will automatically begin.

4.4. The use of the system is the full responsibility of the holder, who is responsible for complying with the terms of use defined and for any damage resulting from the use of the bicycles.

4.5. The holder is civilly and criminally liable for the use of the equipment, including damages caused to third parties resulting from road accidents.

4.6. The costs of any damage caused and of the repair of the bicycle due to incorrect use will be charged to the holder of the service through the retention of the deposit, plus the excess cost above the value of the deposit, if any.

4.7. The EGTC Rio Minho is only responsible for users registered on the Rio Minho e-bike platform.

Article 6: User obligations

6.1. The user is obliged to:

- a) Before removing the bicycle from the point of use according to the instructions at the physical and/or virtual stations, check that it is in good condition of use and maintenance and contact the services of the EGTC Rio Minho, in case of detection of any anomalous situation;
- b) Mandatory use of the protective helmet for reasons of personal safety, the user being responsible for not complying with this obligation; the EGTC Rio Minho is not responsible for personal damage caused by not using a protective helmet, as well as for any infractions that may be applied under the legal rules in Portugal and Spain;
- c) During the period of use, parking the bicycle in suitable and safe areas, always respecting the Road Traffic Code and using only public roads or other appropriate infrastructure;
- d) Return the bicycle to the physical and/or virtual stations at the end of each use and verify that it has been safely anchored, in the case of using the virtual station, the user is obliged to lock the bike manually using the mechanism present on the upper part of the rear wheel (this lock when it is on top means that the bike is unlocked, when it is down, it means that the bike is locked, the user must take into account that the locking mechanism opens automatically, however, the closing is carried out by the user himself, not automatically locking the bicycle), the user is obliged to verify in the Rio Minho e-bike APP that the system recognizes the good delivery of the bicycle through the display of the message “Obrigado/Thank you” or another form of notice;
- e) Report any faults detected as soon as possible;
- f) Use the bicycle as transport for strictly personal use;
- g) During the period of use, driving exclusively on paved roads, always respecting the rules defined by the Road Traffic Code, using public roads or other appropriate infrastructure;
- h) In case of theft or robbery of the bicycle, notify the event to the EGTC Rio Minho within a maximum period of 12 hours, and such communication must be accompanied by a copy of the complaint presented to the police authorities, under penalty of being inhibited from using the system for a period of one year and to compensate the EGTC Rio Minho in the minimum amount of € 750;
- i) Check and ensure that the bike's energy autonomy is sufficient to return it to one of the stations. Any transport requested by the user of a bicycle to one of the stations and due to the total expenditure of the energy level of the battery(ies) or any other reason, not attributable

to the EGTC Rio Minho, the user incurs the payment of these costs, at least 50 euros for the first user and 30 euros for the second and subsequent users.

6.2. The user is expressly prohibited from:

- a) Park a vehicle other than the system's bicycle, at the respective stations;
- b) Temporarily park the bike in car parks or permanently (until further unlocked) at stations. Whenever the bicycle is parked in the parking lots, it will always be under the responsibility of the holder and counting the time of use;
- c) Unjustifiably abandon the bicycle, under penalty of being inhibited from using the system for a period of 1 year and of compensating the EGTC Rio Minho in the amount of € 750;
- d) Transport passengers on the bicycle (people and/or animals);
- e) Use of the bicycle without having the necessary skills to do so;
- f) It is prohibited to use the bicycle for profit, commercial or any other type of professional use;
- g) It is prohibited to use the bicycle on terrains without adequate conditions for this purpose, such as stairs, slopes, dirt fields, skating ramps, sports fields, among others of the same nature or type;
- h) Partial or total unauthorized disassembly and/or manipulation (including painting) of the bicycle, under penalty of compensating the EGTC Rio Minho in a minimum amount of 750 euros;
- i) Leaving the perimeters of use of the system previously defined in 3.1., and in the case of using the green corridor perimeter of the Minho/Miño River beyond the limits of the municipality of origin of the bicycle picking station, the user must deliver that bicycle at the same stations of the eurocity of origin of the picking, and if it is delivered to stations in the system located in other Galician and/or Portuguese municipalities, it incurs a cost of 50 euros and a suspension period until this amount is paid.

PRIVACY POLICY AND CONSENT AUTHORIZATION

In accordance with the provisions of Regulation of the European Parliament and of the Council No. 679/2016, of 27 April (RGPD), the user, when registering in the system, authorizes and consents to the processing of his personal data for the purpose of providing the indicated rental service. The personal data indicated in this document will not be used for communication and/or marketing purposes and will be kept and accessed by the person responsible for the rental operation, only during the defined period, until further registration or by indication of the data holder, with physical and computer supports destroyed after the end of that period, except when there is no need to keep them as evidence, for legal or contractual reasons. The holder certifies that he is over 18 years of age and has the necessary legal capacity to provide unequivocal consent in relation to the processing of his personal data.

These Terms and the respective Privacy Policy may be subject to change (with prior notice to holders with valid registration), in order to accommodate different types of system management technologies that may be implemented in the future.

I declare that I have read and accepted:

- A) The rules for using the “e-bike Rio Minho” system of the EGTC Rio Minho and the
- B) Privacy Policy and Consent Authorization

_____, ____ of _____ of _____

Signature: _____

Client Code: _____