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### **1. BICIBOX Service**

“BICIBOX Aveiro – Long Term Parking for Bicycles”, hereinafter referred to as BICIBOX, allows the parking of 24 bicycles, in an enclosed space inside the building of Aveiro Train Station, equipped with infrastructures that allow the individual lock of bicycles, which can be accessed through a mobile app.

### **2. Conditions of Accession**

1. Access can be activated by adherent users, over 18 years old, although it can be accessed by children under 18 years, as long as they are accompanied by adults.
2. User registration requires:
  - i) The download of Movatic app;
  - ii) Entry of personal data: name, phone number and e-mail;
  - iii) Acceptance of the conditions and terms of use.
3. The subscription to these Terms and Conditions does not exclude the civil, criminal or administrative liability of the user, being the user exclusively responsible for the damages caused to the Municipality of Aveiro (CMA) or to third parties, in particular regarding unlawful, culpable, negligent or willful conduct.
4. The Municipality of Aveiro (CMA) can suspend, block, interrupt or cancel BICIBOX Service in situations that these are considered to be the appropriate measures, such as:
  - i) Public Safety reasons;
  - ii) When BICIBOX Service is being used in a fraudulent or abusive manner by the user or by a third party;
  - iii) For violation of the present Terms and Conditions by the user;
  - iv) For repair, maintenance, management and modernization purposes;
  - v) When BICIBOX Service may imply the violation of legal standards;
  - vi) By determination of a competent judicial or administrative authority.
5. The Municipality of Aveiro (CMA) can, at all times, change the present Terms and Conditions, for instance to accommodate any changes to the functioning of BICIBOX during its implementation and monitoring phase, communicating the respective changes to the users through the email address indicated in the registration phase, requesting the users acceptance.

### **3. Opening Hours**

1. BICIBOX is available all year round, closing between 2:30am and 4:30am.
2. The schedule established is coincident with Aveiro Train Station schedule, therefore can be changed every time that the management of the Station demands so.

### **4. Rules of Use**

1. Access Control is accomplished exclusively by smartphone, by previously registered users in the Movatic app;
2. BICIBOX has double level parking facilities that are only available for use after activation in the app by the user;

3. It's only allowed to enter and remain inside BICIBOX facilities for purposes of parking, collecting or providing maintenance to the bicycles;
4. The use of BICIBOX facilities is entirely responsibility and risk of the user;
5. The use of an own padlock is required;
6. An indoor air pump and small workshop are available inside the facilities for maintenance purposes;
7. It's not allowed to leave personal belongings or accessories inside BICIBOX facilities;
8. The user shall ensure that the door is closed at all times;
9. The user must terminate the activation of the spot before leaving;
10. Whenever the parking exceeds the maximum parking period (72h), the owner of the bicycle will be contacted to proceed to its removal;
11. After attempt or effective contact, if the bicycle is not removed within one month is considered abandoned and can be removed by the Municipality of Aveiro (CMA). If not claimed within three months, the Municipality can proceed to its reuse;
12. Reservations are not allowed;
13. In case of non-compliance with the obligations contained in these terms, the user may be prevented from using the platform for a period of one year;
14. The Municipality of Aveiro (CMA) does not hold any responsibility for:
  - i. Theft, vandalism or any other type of damage or loss;
  - ii. Illicit or illegitimate actions by third parties that directly or indirectly harm the operation of BICIBOX or the electronic, computer, server, network or telecommunications system that directly or indirectly support this service;
  - iii. Access and use of BICIBOX facilities by unauthorized third parties.

## **5. Modality of Use**

1. BICIBOX facilities only purpose is to park bicycles and perform maintenance operations to these bicycles;
2. Parking can't exceed the maximum period of 72h at a time;
3. The use of BICIBOX facilities is free of charge.

## **6. Security and Confidentiality in the Processing of Personal Data**

1. The Municipality of Aveiro, as responsible for processing the data necessary for the BICIBOX application and service, commits to fully comply with the obligations arising from the General Data Protection Regulation and national legislation in the field of data processing;
2. The Municipality of Aveiro guarantees that the data undergoing processing are minimal, necessary, relevant, and appropriate for the provided service, with the processing being limited to the purpose of collection;
3. The Municipality of Aveiro ensures that all individuals involved in data processing assume responsibility for such processing, including subcontractors whenever applicable;



4. The Municipality of Aveiro assumes full responsibility for the collected data and the exercise of the rights of data subjects in accordance with the Privacy Policy.

#### **7. Emergency Contacts**

If necessary, the Municipality of Aveiro should be contacted, through the Mobility and Transport Division, according to the contacts displayed in the Bicibox.

#### **8. Omissions**

Any situation which is not foreseen in these Terms and Conditions of Use, as well as any doubt or problem that may arise, should be communicated through the e-mail: [buga@cm-aveiro.pt](mailto:buga@cm-aveiro.pt) , reaching the organization that will act accordingly.