

TERMS AND CONDITIONS FOR THE MUNICIPAL BICYCLE LENDING SERVICE OF CASTELLÓN – BICICAS

1. PURPOSE

The purpose of this document is the general regulation of the conditions of use of the public bicycle rental system of Castelló de la Plana, BICICAS.

This document defines the nature of the relationship between the public bicycle service and its users, explaining how the BICICAS infrastructure should be used, in accordance with the different rules and conditions of use, as described in this document.

2. THE BICICAS SERVICE

BICICAS is a municipal bicycle lending service located in the municipality of Castelló de la Plana. The bicycle lending service is designed as an alternative urban transport option, healthy and sustainable, which aims to improve daily mobility throughout the municipality while promoting the use of this vehicle.

The scope of use of BICICAS is exclusively limited to the urban area of the municipality of Castelló de la Plana, with circulation with vehicles belonging to the BICICAS service outside the indicated area being expressly prohibited.

To check the location and status of the different lending points, you can consult the following link: <https://bicicas.es/#mapa> or access the BICICAS APP map.

The availability of bicycles at lending points will depend on their condition and situation.

3. ACCESS TO THE BICICAS SERVICE

A) Conventional bicycle

Any natural person over 18 years of age who assumes the contractual obligations of the service may use the service.

The use of the BICICAS service may be authorized for minors, in all cases over 15 years of age, under the following conditions:

- The guardian or legal representative of the minor must sign a declaration declaring themselves responsible for all damages caused directly or indirectly by the minor, as a consequence of using the service, assuming the contractual obligations thereof.

Said declaration will be signed at the BICICAS offices, located at Polígono Estadio nave 18.

- Having completed the Road Safety course taught by Local Police. Registration for the same will be requested from the BICICAS office (bicicas@bicicas.es)
- In case the law requires it, minors must use mandatory helmets, exempting the Castellón City Council and the service management company from any responsibility.

B) Electric bicycle

The use of electric bicycles available in the service may be authorized for those users with the following conditions:

- Persons aged 55 years or older.
- Persons with reduced mobility of at least 7 points.

To request access to electric bicycles, users must send an email to bicicas@bicicas.es or appear in person at the BICICAS Office (located at Polígono Estadio, nave 18) with the following documentation:

- ID to verify the required age.

Users who are already registered and wish to have access to electric bicycles must also provide their ID.

- Certificate of degree of disability in the case of users with reduced mobility.

The company Maquiver S.L.U. with CIF B12007720, located at Polígono Estadio nave 18 and concessionaire of the BICICAS bicycle lending service, is not responsible for false documentation provided by users.

All service access instructions may be modified without prior notice.

4. USER REGISTRATION FOR THE BICICAS SERVICE

Registration for the BICICAS service can be carried out through the BICICAS website (www.bicicas.es), or through the BICICAS mobile application, which can be downloaded from Play Store or App Store, designed for Android and iOS operating systems, respectively.

Registration via the web

By entering the website www.bicicas.es, in the "user panel" section you must complete the registration form, where you will create a password that together with your ID will allow you access to the user panel. Once in the panel you must purchase a subscription. Payment can only be made with a bank card.

Registration via the APP

You must download the application called BICICAS from Play Store or App Store.

To register you must complete the registration form, where you will create a password that together with your ID will allow you access to the application and in the "subscription" section you can purchase any of the available subscriptions using a bank card.

The password that allows access to both the mobile APP and the user panel is the one created in the registration form.

Obtaining a subscription

From the service APP or user panel, you can purchase any of the subscriptions described in section 7. For this, it will be necessary to have an active card at the time of purchase. This will be the only valid payment method to subscribe to the service.

Temporary service cancellation

This is defined as when the subscription validity period ends. In case of annual subscriptions, cancellation of auto-renewal by the user is required if this modality is activated in their profile.

Definitive service cancellation

This is defined as the total resolution of the contract. For this, the user can delete their account directly from the service application itself or contact the BICICAS office (located at Polígono Estadio nave 18) through any of the means mentioned previously; if in addition to unsubscribing, this person wishes to request the deletion of their data from the system.

5. SYSTEM OPERATION

The use of the system is strictly reserved for the holders of service registration contracts. Users are expressly prohibited from lending, renting, selling or transferring the bicycle or user codes to access the service to third parties.

To access the use of the service, the user must necessarily have a valid subscription and a valid payment method at the time of use. This will be carried out through the BICICAS mobile APP, available for Android and iOS for free.

Obtaining a loan (bicycle)

The user must access the service APP from their mobile terminal and approach the docking point that contains the desired bicycle (the green docking point confirms the availability of the vehicle).

With the QR reader implemented in the BICICAS APP itself and not from another application that the terminal might have, read the code arranged at the docking point with the desired

bicycle. After the appropriate verification carried out by the system (registered user, valid subscription and active payment method), the vehicle will be released and the pertinent color change of the docking point (white).

Loans will have a maximum temporal validity of 60 minutes. After this time, the user who has not closed their loan at a service station will be automatically sanctioned by the APP.

The maximum usage time per loan is subject to variations if the service management deems it appropriate, these modifications will be notified to users in advance through the mobile application, the email address provided or the social networks that BICICAS uses.

Return of bicycles

To return the bicycle, the vehicle must be docked at any service station to close the loan.

In the app map you will have a list of stations, their occupancy density and their location.

The user must insert the pin installed in the front part of the bicycle into the hole of any free docking point, at the chosen destination station. Similarly, the front wheel must be positioned between the metal forks of the base arranged for its resting state.

The system will proceed to immobilize the bicycle, notify via APP of the closure of the previously opened loan and change the color of the chosen docking point (from white to green), thus confirming that the return has gone as expected.

Once the bicycle return is registered, the user can make another loan.

Use of electric bicycles

Its use is strictly restricted to those users who have been accredited and authorized by the BICICAS Office.

The operation of the system for its use is exactly the same as that of conventional bicycles, with these same usage rules being applicable.

To find out at which bike-parking points they are available, you can consult by accessing the BICICAS website (<https://bicas.es/#mapa>) or by entering the BICICAS APP map. These vehicles will show in black color the landing point where they are parked.

Incidents

The user must record perceived incidents regarding the use of the service, bicycle breakdowns or about the bench elements, either through the "Register Incidents" option of the app or by reporting them directly to the service managers:

– Email: bicas@bicas.es – Phone: 677 412 418 – BICICAS website (www.bicas.es > contact form).

WEB / APP functionalities

Through the web and APP, users will be informed of news or system breakdowns, likewise you can consult the map with the status of points, real-time bicycle availability, review frequently asked questions and good practice tips or make inquiries about your data and subscriptions among other functionalities.

6. BICICAS SERVICE HOURS

The service will be operational 24 hours a day, 7 days a week, except for reasons of force majeure, system maintenance or any other cause that makes total or partial use impossible.

During the week of Magdalena festivities, the service will remain closed, from Friday afternoon before the start of the festivities until the Monday following their end. During the previous weeks, partial closures of the service may occur if impossibility of access to points is observed due to installation of tents, stages, closed streets, etc. Such closures will be announced with the necessary advance notice.

The days indicated above when no service is provided will not be refundable under any circumstances.

The telephone service attention (677 41 24 18) will be from 6:00 to 23:00h from Monday to Friday and weekends between 10:00 and 14:00 and from 15:00 to 20:00.

For any personalized management, users will be attended in person at the Bicicas offices at the location and schedule detailed:

Address: Polígono estadio, nave 18, 12004 Castellón. Hours: 09:00 to 19:00 Monday to Friday. Email: bicicas@bicicas.es Phone: 677 41 24 18

7. TARIFF AND PAYMENT METHOD

The prices of available subscriptions are as follows:

SUBSCRIPTION TYPE	AMOUNT
ANNUAL	24 €
QUARTERLY	20 €
MONTHLY	10 €
WEEKLY	6 €
DAILY	2 €

Said tariffs will be increased with VAT, at the rate in force at the time of accrual.

Payments and renewal of subscriptions will be made through the user panel or APP by means of bank card. Changes made will be notified with sufficient advance notice.

Users with an annual subscription have auto-renewal of said subscription activated by default to guarantee uninterrupted service. This feature can be deactivated from the user panel.

Auto-renewal will attempt to charge the subscription between 48 hours and 24 hours before the expiration of the active subscription. If it is not possible to make the charge, the user will no longer have the service at the end of their subscription.

In case the bank card entity claims a confirmation process by the user, auto-renewal will not take place unless they perform the 3DS charge verification process. This eventuality depends entirely on the conditions of each entity.

Said option may be deactivated in the "Subscriptions" section up to 48 hours before the expiration of the active subscription. If the user does not deactivate said renewal with the necessary advance notice, the subscription will be renewed automatically without the option of refunding the amount of the new subscription.

For security reasons and to comply with the PCI certificate, bank card data will be stored for a maximum period of 3 years.

8. USER OBLIGATIONS

The use of this public service is intended to improve and facilitate people's mobility within the municipality of Castelló de la Plana, so its purpose is transportation between stations and not recreational.

The specific obligations of the Bicicas service user are detailed below:

1. Use this service with the greatest possible diligence and in accordance with the usage rules provided in this document, without prejudice to what the Municipal Ordinance on Mobility refers to.
2. Make sure before borrowing a bicycle of the condition it is in for its operation. Before using it, it is advisable to check, among others, the following elements: brakes, steering, saddle, wheels, lights and reflector, in order to guarantee your own safety.
3. In case any anomaly is detected, whether in a bicycle or in the system infrastructure itself, notify the service management company to proceed with its correction (677 41 24 18).
4. Users commit not to park the bicycle in areas that interfere with traffic, nor cause risk or insecurity situations during the loan period. They must also not abandon it on public roads, nor lock it to urban infrastructure elements other than the service's own stations.
5. Return the bicycle within the maximum time period established for the loan. In case of impediment to return the bicycle within said period due to force majeure, the user must communicate this circumstance to the service control center (677 41 24 18), in

order to avoid the imposed sanction.

6. Users have the obligation to provide correct personal data in the service registration form, in deliberate cases of providing false data, the account and possible subscription associated with it will be canceled, without the right to claim the subscription. Similarly, any change to any of the data contained in the registration form must be communicated. This breach may result in service cancellation.
7. Communicate to the management company, the loss or violation of their access credentials for using the service, assuming responsibility derived from this fact until its communication. The transfer of service use credentials to third parties is expressly prohibited.
8. Users have the obligation to return the bicycle to the system at any of the lending points correctly anchored, otherwise it will be considered abandonment of the bicycle and the corresponding sanction will be applied.
9. Proceed to return the bicycle by inserting its hooking pin into any of the free holes in the anchoring bench, and must ensure that it has been properly fixed, checking that it cannot be removed.

In case you do not obtain confirmation of return from the system, you must notify said circumstance to the service manager, whether by email, mobile APP, website or phone call, so that it is resolved as quickly as possible. Non-compliance with this point will be considered abandonment of the bicycle and will result in the corresponding sanction.

10. Assume custody of the borrowed bicycle, in addition to acting diligently to avoid theft during its use.
11. In the event of theft, they commit to file a complaint about the facts with the competent law enforcement forces and notify the service management company within a maximum period of 12 hours from the occurrence of the facts.
12. In case of accident they must communicate it to the service management company as soon as possible (677 41 24 18) so that it can attend to the different needs arising from the fact.
13. Use the cycling infrastructure available in Castelló de la Plana whenever possible, during circulation.
14. Hand over the bicycle to people operating the service, authorities or supervisors authorized by the operator who, in fulfilling their functions, require the vehicle from them.
15. They must at all times adapt the use of the bicycle to road and traffic rules, signage and instructions that may be offered or given by authorities in charge of traffic regulation, with users being responsible for damages or harm they may cause by

fault or negligence in using the bicycle, both to themselves and the facilities as well as to third parties.

Users must be responsible at all times for obligations determined by any Authority or Organization, whether State, Regional or Local for conducting the bicycle, with the management company and City Council being exempt from all responsibility.

9. USER RIGHTS

The following rights are recognized for system users, regardless of any others that may correspond to them in their condition as users.

1. Use the available bicycles of the system, under the conditions indicated in this regulation, provided they have a valid subscription.
2. Right for system bicycles to be in condition for use.
3. Request and receive information about changes and incidents that affect the service.
4. Make suggestions, complaints and claims to the service operator through email, regular mail or in person, at places enabled by the City Council.
5. Receive response to suggestions, complaints and claims within fifteen calendar days.
6. Be informed of service incidents or changes by convenient means. In case of improper charges, have the right to return such amounts within one month.
7. Request temporary blocking of their credentials to avoid unauthorized use.

10. SOCIAL DISCOUNTS

The service has a 10% discount for large families, single-parent families or job seekers registered with Servef.

The discount request must be made within a maximum period of 1 month after having purchased the subscription, presenting the ID and corresponding documentation according to each case. The corresponding refund will be made to the bank card with which the payment was made.

Documentation needed for unemployed:

- DARDE certificate, with issue date less than one week.

Documentation needed for large families:

- Large family book or card.

Documentation needed for single-parent families:

- Single-parent family book or card.

11. USER RESTRICTIONS

Any use of the bicycle contrary to that provided for in circulation rules, Municipal Ordinance or Bicicas Service Rules is prohibited.

Users are expressly prohibited from lending, renting, selling or transferring the bicycle to third parties, as well as user credentials to access the service.

It is prohibited to park the bicycle on public roads or inside any property, such conduct will be considered abandonment of the bicycle. Likewise, the action of loading the bicycle onto any other means of transport, whether public or private, is prohibited.

The use of the service for commercial purposes, merchandise transport or any other professional use is prohibited.

The use of the bicycle outside the Municipal Territory of Castelló de la Plana is prohibited.

The use of the bicycle on terrain or in conditions inappropriate for bicycles is prohibited, such as stairs, slopes and speed bumps, dirt fields, skating ramps or those not conditioned for service bicycles.

The transport of passengers other than the user is prohibited, as well as the transport of animals. Likewise, it is prohibited to circulate with a pet attached to the user or bicycle with a leash or similar.

The user, on their own initiative, may not integrate any element into the bicycle.

The disassembly and/or partial or total manipulation of the bicycle or any element belonging to the BICICAS system infrastructure is prohibited.

12. USER RESPONSIBILITY DECLARATION

The user is solely responsible for damages caused to themselves with the use, whether normal or abnormal, of the BICICAS bicycle lending service and will be responsible for damages and harm that may be caused to third parties by fault or negligence in using the service and/or bicycle.

The user will be solely responsible for violations of Traffic rules, as a consequence of driving or possessing the vehicle and any legal and/or regulatory infraction they might commit.

Before removing the bicycle from lending points, users will check that the bicycle to be used is in normal conditions of use and operation.

Likewise, in case of accident or incident affecting the mechanical conditions of bicycles, responsibility will fall solely and exclusively on the user who had been granted their loan, who will have the obligation to communicate it immediately to service personnel. Even so, the bicycle will remain under the user's responsibility until they either proceed to return it to one of the docking points of the lending points or until they leave it at the disposal of authorized personnel.

Failure to communicate to service personnel regarding any accident or incident affecting the mechanical conditions of bicycles may be considered a serious infraction.

The service has liability insurance whose coverage refers to structural damages to bases and bicycles, which are not in use at the time the damages are detected. The user will have third-party insurance that will cover damages they might cause during legitimate and diligent use of the service.

The bicycle will be under the user's responsibility during the loan period, assuming the consequences derived from sanctions, for abandonment, damages, theft and/or non-return of bicycles, as well as damages caused to third parties.

In case of bicycle theft, the user must communicate it within a maximum period of 12 hours to service personnel through a phone call, or email if this first route was not possible.

Any anomaly detected both in bicycles and in lending bases, must be communicated by the user to the service control center through any of the following ways, as an "incident":

- Email: bicicas@bicicas.es
- Phone: 677 412 418
- Mobile APP (incidents section).
- BICICAS website (www.bicicas.es > contact form)

The user declares having physical and mental capacity to use a bicycle in accordance with applicable regulations.

The user declares that all data provided for service registration are truthful. Otherwise, they must assume any consequence and/or responsibility that could derive from such negligence. The absence of data in the user's profile or their inaccuracy in the system registration process, may result in indefinite interruption of the same.

The user recognizes and accepts that, to obtain a bicycle rental, it will be necessary to provide their geolocalization data during the loan process. This data transfer is essential to guarantee correct use and operation of the service, also useful for improving its quality.

Similarly, they may transfer if they wish, data corresponding to their geolocalization during bicycle use with the purposes strictly defined below.

BICICAS commits to treat geolocalization data with maximum confidentiality and in accordance with applicable legislation on personal data protection, particularly Organic Law 3/2018, of December 5, on Personal Data Protection and guarantee of digital rights, and Regulation (EU) 2016/679 of the European Parliament and Council, of April 27, 2016,

regarding protection of natural persons with regard to processing of personal data and free movement of such data.

Said data will be used solely for the purpose of obtaining statistics and metrics on service use, such as average length of trips made by users, frequency of use of certain routes, among other relevant indicators to improve user experience and optimize service operability.

The user expressly authorizes BICICAS to collect, store, process and use their geolocalization data with the exclusive purpose of carrying out the activities described above.

Acceptance of this clause implies the user's express consent for exclusive processing of their geolocalization data, in accordance with what is stipulated above.

13. DISQUALIFICATION CASES

Actions included in the following table will be considered as service disqualification cases, resulting in the sanctions contemplated therein according to the severity considered for each case.

DESCRIPTION OF INFRACTIONS	SANCTIONS	MEASURES TO BE ADOPTED
Loan exceeded (\leq 60min.)	Minor	24 HOURS
Negligent use of service and/or damage valued up to €60	Minor	7 DAYS
Loading the bicycle onto any other means of transport	Minor	7 DAYS
Bicycle poorly docked	Minor	7 DAYS
Leaving the bicycle parked on public roads or within private property	Minor	15 DAYS
Riding with a pet attached to the bicycle or user	Minor	15 DAYS
Loan exceeded ($>$ 60min. and $<$ 24h.)	Serious	1 MONTH
Negligent use of service and/or damage valued between €60 and €200	Serious	1 MONTH
Riding on inappropriate terrain	Serious	1 MONTH
Failure to communicate any incident to service personnel	Serious	1 MONTH
Riding the bicycle outside the municipality of Castellón	Serious	4 MONTHS
Loan exceeded ($>$ 24hours) / Providing false data / Dismantling the bicycle	Very Serious	INDEFINITE SUSPENSION
Negligent use of service and/or damage valued at more than €200	Very Serious	6 MONTHS
Lending the service or bicycle to third parties	Very Serious	6 MONTHS
Using the service for commercial purposes, goods transport or professional use	Very Serious	6 MONTHS
More than one person riding on the bicycle	Very Serious	6 MONTHS
Bicycle abandonment / Theft	Very Serious	ECONOMIC PENALTY

DESCRIPTION OF INFRACTIONS

Minor infractions:

- **Exceeded loan time.** Delaying bicycle return to system by up to 60 minutes, after the use time allowed by Bicicas without justified cause, will result in a 24-hour sanction without being able to use the service.
- Causing damages worth up to €60 deliberately and/or negligently on elements comprising the Bicicas service will result in 7-day service disqualification.
- Negligent use of service, performing any action to/on/with a bicycle that is considered a minor fault or infraction in the Traffic and Road Safety Law or corresponding Municipal Ordinance, will be sanctioned with 7 days of service disqualification.
- **Bicycle poorly anchored.** In case the bicycle is poorly anchored by the user leaving it susceptible to theft, disqualification will be 7 calendar days.

- Leaving bicycle parked on public road or within a property will result in 15-day service disqualification.
- Circulating with a pet tied to the service user or the Bicicas bicycle itself, will result in 15-day service disqualification.
- Loading bicycle onto any other means of transport will be sanctioned with 7 days of service disqualification.

Serious infractions:

- **Exceeded loan time.** If delay in returning the borrowed bicycle results in a time interval greater than 60 minutes and less than 24 hours, after the use allowed by Bicicas, it will result in 1 month service disqualification sanction.
- Causing damages valued between €60 and €200 deliberately and/or negligently on elements comprising the Bicicas service, will result in 1 month service disqualification.
- Negligent use of service performing any action to/on/with a bicycle that is considered a serious fault or infraction in the Traffic and Road Safety Law or corresponding Municipal Ordinance, will result in 1 month service disqualification.
- Circulating on inappropriate terrain such as stairs, speed bumps, dirt fields, etc. will be sanctioned with service disqualification for 1 month.
- Lack of communication to service personnel regarding any accident or incident affecting bicycle mechanical conditions, may be considered a serious infraction, resulting in service use disqualification for 1 month.
- Circulating with bicycle outside the Municipal Territory of Castellón de la Plana will be considered a serious sanction and will result in service disqualification for 4 months.

Very serious infractions:

- Non-return of a bicycle to service, after 24 hours have passed since its loan, will result in indefinite service disqualification for private use thereof.
- Likewise, the following acts will be sanctioned with indefinite service use:
 - providing false data
 - dismantling bicycle components
 - not processing pertinent complaint in case of vehicle theft
 - causing damages to third parties deliberately or negligently derived from service use.
- Causing damages worth more than €200 deliberately and/or negligently on elements comprising the Bicicas service, will result in 6-month service disqualification.
- Negligent use of service performing any action to/on/with a bicycle that is considered a very serious fault or infraction in the Traffic and Road Safety Law or corresponding Municipal Ordinance
- Lending, renting, selling or transferring bicycle and/or BICICAS APP access credentials to third parties, is considered a very serious fault with 6-month service disqualification.
- Using Bicicas for commercial purposes, merchandise transport or any other professional use is considered a very serious fault with 6 months of service disqualification.

- Circulation of more than one person on the bicycle will result in a 6-month service disqualification sanction.
- **Abandonment/Theft** of a conventional bicycle due to user negligence, will result in an economic sanction of €300.
- **Abandonment/Theft** of an electric bicycle due to user negligence, will result in an economic sanction of €1,500

In case of recurrence, action will be taken as follows:

ACCUMULATION OF SANCTIONS	MEASURES TO BE ADOPTED
3 minor sanctions within a 6-month period	SERIOUS SANCTION (1 MONTH)
3 serious sanctions within a 12-month period	VERY SERIOUS SANCTION (6 MONTHS)

- 3 minor sanctions accumulated in a 6-month period, warning to the user and 1 month of service disqualification.
- 3 serious sanctions accumulated in a 1-year period, warning to the user and 6 months of service disqualification.
- 3 very serious sanctions accumulated in a 1-year period, warning to the user and indefinite service disqualification.

14. SERVICE TERMINATION

The service will end when the subscription expires or the user wishes to terminate it.

BICICAS reserves the right to disable the service, without prior notification, to users in the following cases:

- Absence of communication of theft or robbery declaration, or accident declaration provided in the user responsibility section
- That declarations and commitments assumed by the user according to sections mentioned in user responsibility turn out to be false or incorrect
- Repeated non-compliance with service use terms or restrictions provided in the user obligations section. For such purpose, repeated non-compliance will be considered that which is repeated on more than three occasions
- Refusing to pay damages caused to the bicycle when it is the user's responsibility
- Inadequate or fraudulent use of the service

15. ACCEPTANCE OF RULES

These usage rules prevail over any previous rule. Generally, in case of non-compliance with any of the clauses of this document, corresponding pertinent legal actions will be exercised.

In case of modification of usage rules, the user will be notified by email and notified through the APP. In case of disagreement, the user may choose to resolve their contract early at no cost, proceeding to return the proportional part of unused subscription.

Use of the service by the user entails acceptance and commitment to compliance with its usage rules.

16. DATA PROTECTION AND PRIVACY POLICY

This privacy policy establishes how personal data will be managed on this website. It is essential that you read and accept it before continuing to browse.

BICICAS is a public bicycle lending service of the Excellent Castellón City Council, managed by MAQUIVER, S.L.U, with CIF B12007720. This privacy policy was updated in May 2024.

Service payments are guaranteed by the security and trust of PCI certification. For more information see: <https://www.pcisecuritystandards.org/>

On this website www.BICICAS.es a permanent commitment to subscriber, contact, and client data privacy is assumed and the best practices in the use of personal data are guaranteed.

MAQUIVER, S.L.U. opposes sending unsolicited emails (spam), making every effort to prevent improper use of email.

Users of this site are also informed that never and under no circumstances will user data obtained through this portal be shared nor will user data be transferred to third parties unless they have been previously informed and their express authorization is obtained.

The platform could contain links to third-party websites to facilitate payment management. If so, we will under no circumstances be responsible for data protection practices or content of said websites. Therefore, it is advisable to carefully read the privacy policies of each website before accepting conditions and proceeding to use them.

MAQUIVER, S.L.U. with CIF B12007720 is owner of a personal data file registered with the R.G.P.D. (General Data Protection Register) under the name "Users", in which user data is incorporated and treated for the purpose of responding to inquiries, providing services requested through contact form, executing the service contracted by the user and proceeding to its billing and collection as well as managing the user registration process on the portal.

For purposes of what is provided in Organic Law 15/1999, of December 13, on Personal Data Protection, information society and electronic commerce, the data of the person responsible for this website is informed in a clear and transparent manner:

- Your web project is www.bicicas.es
- Your commercial name is BICICAS.
- Your company name is MAQUIVER, S.L.U.
- Your CIF B12007720.
- Your registered address is at Polígono Estadio Nave 18, Castellón de la Plana.

- Your corporate purpose is: Bicycle rental and transport, among others.
- Registered with the R.G.P.D. (General Data Protection Register).

Sending and Registration of Personal Data

Sending personal data is mandatory to contact and subscribe to the BICICAS service. Likewise, not providing requested personal data or not accepting this data protection policy means the impossibility of subscribing and processing requests made on this portal.

Cases in which this website requires personal data are:

- To subscribe to the BICICAS service.
- To request any of the services and/or products we offer.

Personal information will be used as follows:

1. To ensure compliance with conditions of use and applicable law. This may include development of tools and algorithms that help this website ensure confidentiality of personal data it collects.
2. For customer service and providing follow-up services.
3. To establish communication with users.
4. In each case, as a user you will have full rights over your personal data and their use and may exercise them at any time.
5. Under no circumstances will your data be transferred to third parties without requiring your consent.

Personal data capture systems that this website collects

This website uses different personal information capture systems, always requiring prior user consent to process their personal data for the indicated purposes. As a user you have the right to revoke your prior consent at any time.

Personal information capture systems used:

Content subscription forms: within the website there are several forms to activate subscription. If you use spam filters, please add my email service to your allowed senders list address. In all cases where your data is sent to us through any of the website subscription forms, we will verify your email address through a verification system. Look in your email inbox. You will receive a message sent from the address bicicas@bicicas.es with the subject "Confirm your subscription". You must confirm your subscription so that your email address can be validated. BICICAS does not store email addresses that have not been verified.

Contact form: there is also a contact form for inquiries, suggestions or personal contact. In this case the email address will be used to respond to them and send the information that the user requires through the website.

Cookies: when the user registers or navigates on this website, "cookies" are stored. The user can consult the cookies policy at any time to expand information about cookie use and how to deactivate them.

Third Party Cookies:

- **Google Analytics Analytics:** Number of visits, pages or sections visited, browsing time, sites visited before entering this page, details about browsers used. Statistical reports on website traffic, its total audience and audience in a specific advertising campaign. Information obtained through these cookies cannot be identified by user.
- **Facebook pixel tool:** Facebook pixel is an analysis tool that helps us measure the effectiveness of our advertising, preparing reports on actions that USERS perform when visiting THE WEBSITE. The collected information is shared with the BICICAS Website. For more information about Facebook's use of this information you can consult here: <https://www.bicicas.es>

By activating a subscription, the user understands that from the moment the subscription is made, BICICAS has access to the user's name and email address, forming a file duly registered in the General Register of the Spanish Data Protection Agency under the name "Users".

The user guarantees that the personal data provided through the different forms are truthful and undertakes to communicate any changes to them. Likewise, the user guarantees that all the information provided corresponds to their real situation, is up to date and accurate. The user also undertakes to keep their data updated at all times, being solely responsible for the inaccuracy or falsity of the data provided and for any damage that this may cause to MAQUIVER, S.L.U., as the owner of BICICAS, or to third parties as a result of the use of such data.

Exercise of rights of access, rectification, cancellation, objection and erasure

Users may address their communications and exercise their **ARCO** rights in accordance with the formalities laid down by **Organic Law 15/1999, of 13 December, on the Protection of Personal Data**, and its implementing regulations.

You may exercise your rights of access, rectification, cancellation, objection and/or erasure by means of a written and signed request containing the following data: full name, address for notification purposes, valid proof in law (such as a photocopy of the National Identity Document – **DNI** – or equivalent), and the request specifying what you are asking for. The letter must be sent to **MAQUIVER, S.L.U., Polígono Estadio, Nave 18, Castellón de la Plana**, or to the email address **bicicas@bicicas.es**.

Acceptance and consent

The user declares that they have been informed of the conditions regarding the protection of personal data, expressly accepting and consenting to their processing by MAQUIVER, S.L.U., in the manner and for the purposes indicated in this Privacy Policy.

Changes to this privacy policy

MAQUIVER, S.L.U. reserves the right to modify this policy to adapt it to legislative or case-law developments, as well as to industry practices. In such cases, the provider will announce on this page the changes introduced sufficiently in advance of their implementation.

Commercial emails

In accordance with the **LSSICE**, MAQUIVER, S.L.U. does not engage in SPAM practices and therefore does not send commercial emails by electronic means that have not been previously requested or authorised by the user.