

RULES FOR THE MUNICIPAL BICYCLE LOAN SERVICE OF CASTELLÓN – BICICAS

1. OBJECT

The purpose of this document is to establish the general regulations for the 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 loan service located in the area of Castelló de la Plana. The bicycle loan service is designed as a healthy and sustainable alternative for urban transportation, which aims to improve daily mobility within the municipality while promoting the use of this vehicle.

The use of BICICAS is exclusively limited to the urban area of the municipality of Castelló de la Plana, and it is expressly prohibited to use the vehicles belonging to the BICICAS service outside of the specified area.

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

The availability of bicycles at the loan points will depend on their status and condition.

3. ACCESS TO THE BICICAS SERVICE

A) Conventional Bicycle.

The service may be used by any individual over 18 years old who accepts the contractual obligations of the service.

The use of the BICICAS service may be authorized for minors, who are in all cases over 16 years old, under the following conditions:

- The minor's guardian or legal representative must sign a declaration by which they assume responsibility for all damages caused directly or indirectly by the minor, as a consequence of the use of the service, and accept the contractual obligations of the service. This declaration must be signed at the BICICAS office, located in Polígono Estadio, nave 18.
- The minor must have completed the Road Safety course provided by the Local Police. Registration for this course must be requested at the BICICAS office (bicicas@bicicas.es).
- If required by law, minors must wear a mandatory helmet. The Castelló City Council and the service management company are exempt from any liability.

B) Electric Bicycle.

The use of the electric bicycles available in the service may be authorized for:

- Individuals aged 55 years or older.
- Individuals with a minimum reduced mobility score of 7 points.

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

- **ID** to verify the required age.

Users already registered and wishing to access electric bicycles must also provide their **ID**.

- Disability certificate, in the case of users with reduced mobility.

The company **Maquiver, SLU**, with tax ID **CIF B12007720**, located in Polígono Estadio, nave 18, and the concessionaire of the BICICAS bicycle loan service, is not responsible for any 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 done through the **BICICAS website** (www.bicicas.es) or through the **BICICAS mobile app**, which can be downloaded from the **Play Store** or **App Store**, designed for **Android** and **iOS** operating systems, respectively.

Registration via the website

By accessing the website www.bicicas.es, in the "User Panel" section, you must complete the registration form, where you will create a password that, along with your **ID**, will allow you to access the user panel. Once inside the panel, you must purchase a subscription. Payment can only be made by credit card.

Registration via the app

You must download the app named **BICICAS** from the **Play Store** or **App Store**.

To register, you must complete the registration form, where you will create a password that, along with your **ID**, will allow you to access the app. In the "Subscription" section, you can purchase any of the available subscriptions using a credit card.

The password that allows access to both the mobile app and the user panel is the one you 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. To do this, you must have an active card at the time of purchase. This will be the only valid payment method for subscribing to the service.

Temporary service deactivation

This refers to when the subscription period has expired. For annual subscriptions, users must cancel the auto-renewal option if it is activated in their profile.

Definitive service deactivation

This refers to the total termination of the contract. To do this, the user can delete their account directly from the service app or contact the **BICICAS office** (located in Polígono Estadio, nave

18) using any of the previously mentioned methods. If the user also wishes to request the deletion of their data from the system, they may do so.

5. SYSTEM OPERATION

The use of the system is strictly reserved for the holders of service contracts. It is expressly forbidden for users to lend, rent, sell, or transfer the bicycle or user codes to third parties for access to the service.

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

Obtaining a bicycle loan

Users must access the service app from their mobile device and approach the docking point containing the desired bicycle (the green docking point confirms the vehicle's availability).

Using the QR code reader embedded in the BICICAS app itself (and not any other application that the device may have), users will scan the code located at the docking point of the desired bicycle. After the system verifies the user (registered user, active subscription, and valid payment method), the vehicle will be released, and the docking point will change color (white).

Loans will have a maximum duration of **60 minutes**. After this time, users who have not returned their bicycle to a station will be automatically penalized by the app.

The maximum usage time for each loan is subject to variations if deemed appropriate by the service management. These modifications will be notified to users in advance through the mobile app, the provided email address, or through BICICAS' social media accounts.

Returning bicycles

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

The app's map will show the stations, their occupancy rates, and their locations.

Users must insert the pin located at the front of the bicycle into the hole of any available docking point at the chosen station. Similarly, the front wheel must be placed between the metal forks at the base designed to hold the bicycle in its resting position.

The system will immobilize the bicycle, notify via the app that the loan has been closed, and change the docking point's color (from white to green), confirming the bicycle's return as expected.

Once the bicycle return is registered, users will be able to initiate another loan.

Use of electric bicycles

Their use is strictly limited to those users who have been accredited and authorized by the BICICAS office.

The system's operation for electric bicycles is exactly the same as for conventional bicycles, and the same rules of use apply.

To check where electric bicycles are available, users can visit the BICICAS website (<https://bicicas.es/#mapa>) or check the map in the BICICAS app. These vehicles will be shown in black at the loan points where they are located.

Incidents

Users must report any perceived incidents regarding the service, including bicycle malfunctions

or issues with the docking stations, through the “Report Incidents” option in the app or directly to the service management:

- **Email:** bicicas@bicicas.es
- **Phone:** 677 412 418
- **BICICAS website** (www.bicicas.es > [contact form](#))

Website/app functionalities

Through the website and the app, users will be informed of service updates or system malfunctions. They can also check the map to view the status of loan points and real-time bicycle availability, review frequently asked questions and best practice tips, or consult their personal data and subscriptions, among other functionalities.

6. BICICAS SERVICE HOURS

The service will be operational **24 hours a day, 7 days a week**, except in cases of force majeure, system maintenance, or any other circumstance that renders total or partial service usage impossible.

During the week of the **Magdalena festival**, the service will remain closed from the Friday afternoon before the start of the festival until the Monday following its conclusion. In the weeks leading up to the festival, partial service closures may occur if access to stations is blocked by tents, stages, street closures, etc. These closures will be announced in advance.

The service will not be refundable for the aforementioned days when it is not operational. Telephone support for the service (**677 41 24 18**) will be available from **6:00 AM to 11:00 PM** from Monday to Friday, and from **10:00 AM to 2:00 PM** and **3:00 PM to 8:00 PM** on weekends.

For any personalized management, users will be attended in person at the BICICAS office during the following hours:

Address: Polígono Estadio, nave 18, 12004 Castelló

Hours: **9:00 AM to 7:00 PM**, Monday to Friday

Email: bicicas@bicicas.es

Phone: 677 41 24 18

7. FEES AND PAYMENT METHOD

The prices of the available subscriptions are as follows:

These fees will be increased with VAT, at the rate in effect at the time of accrual.

Payments and subscription renewals will be made through the user panel or the app via credit card. Changes made to subscriptions will be notified in advance.

Users with an annual subscription will have automatic renewal activated by default to ensure uninterrupted service. This feature can be disabled through the user panel.

Automatic renewal will attempt to process the subscription charge between **48 hours and 24 hours** before the expiration of the active subscription. If the charge cannot be processed, the user will lose access to the service once the subscription expires.

If the card's bank requires a confirmation process by the user, automatic renewal will not occur

unless the user completes the **3DS** charge verification process. This situation depends entirely on the conditions of each banking entity.

This option can be disabled in the "Subscriptions" section up to **48 hours** before the active subscription expires. If users do not disable the automatic renewal in time, the subscription will be automatically renewed with no option to refund the new subscription fee.

For security reasons and to comply with **PCI** certification, credit card data will be stored for a maximum of **3 years**.

8. USER OBLIGATIONS

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

The specific obligations of users of the BICICAS service are as follows:

1. Use the service with the utmost diligence and in accordance with the rules of use outlined in this document, without prejudice to what is dictated by the municipal mobility ordinance.
2. Ensure, prior to borrowing a bicycle, that it is in proper working condition. Before using the bicycle, it is recommended to check the following elements, among others: brakes, steering, seat, wheels, lights, and reflector, to ensure safety.
3. In case of detecting any anomaly, whether in a bicycle or in the system's infrastructure, it must be reported to the service management company for correction (677 41 24 18).
4. Do not park the bicycle in areas that obstruct passage or create risk or unsafe conditions during the loan period.
5. Return the bicycle within the maximum loan period. If unable to return the bicycle within this period due to force majeure, the user must notify the service control center (677 41 24 18) to avoid penalties.
6. Notify any change to the information provided in the registration form. Failure to do so may result in termination of the service.
7. Report the loss or breach of the credentials used to access the service, assuming responsibility for any consequences until the notification is made. The transfer of service access credentials to third parties is expressly prohibited.
8. Return the bicycle properly anchored at any loan point. Failure to do so will be considered abandonment of the bicycle and will result in the corresponding penalty.
9. Return the bicycle by inserting its locking pin into any available docking hole and ensure that it is securely fastened, verifying that it cannot be removed.
In case the system does not confirm the return, users must notify the service provider via email, the mobile app, website, or by phone, so the issue can be resolved as quickly as possible. Failure to comply with this will be considered abandonment of the bicycle and will result in the corresponding penalty.

10. Assume custody of the borrowed bicycle and act diligently to prevent theft during use, using any appropriate means.
11. In the event of theft, users must file a police report with the relevant authorities and notify the service management within a maximum of 12 hours of the incident.
12. In the event of an accident, users must notify the service management as soon as possible (677 41 24 18) so that the necessary measures can be taken.
13. Use the cycling infrastructure provided by Castelló de la Plana whenever possible while riding.
14. Hand over the bicycle to service operators, authorities, or authorized supervisors who, in the course of their duties, request the vehicle.
15. At all times, ensure the use of the bicycle complies with traffic laws, signage, and instructions provided by traffic authorities. Users will be responsible for any damages or harm caused by negligence while using the bicycles, whether to the bicycles themselves, the infrastructure, or to third parties.

Users must at all times be responsible for complying with any obligations set by any authority or organization, whether state, regional, or local, regarding bicycle use, and the management company and the City Council will be exempt from all liability.

9. USER RIGHTS

The following rights are recognized for users of the system, without prejudice to any other rights they may be entitled to as users:

1. To use the service under the conditions detailed in these rules of use.
2. To request and receive information about changes and incidents affecting the BICICAS bicycle loan system.
3. To submit suggestions, complaints, and claims to the service operator by sending an email to bicicas@bicicas.es. These will be addressed after studying each proposed case.
4. To request the temporary blocking of their credentials to prevent unauthorized use.

10. SOCIAL DISCOUNTS

The service offers a **10% discount** for large families, single-parent families, or job seekers registered with the **SERVEF**.

The discount request must be made within **1 month** after purchasing the subscription, by presenting the **ID** and the corresponding documentation for each case. The corresponding refund will be made to the credit card used for payment.

Required documentation for unemployed individuals:

- **DARDE certificate**, issued no more than a week prior.

Required documentation for large families:

- Family book or large family card.

Required documentation for single-parent families:

- Family book or single-parent family card.
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11. USER RESTRICTIONS

Any use of the bicycle contrary to what is stipulated in traffic regulations, the municipal ordinance, or the BICICAS service rules is prohibited.

It is expressly forbidden for users to lend, rent, sell, or transfer the bicycle or user credentials to third parties for access to the service.

Parking the bicycle in public areas or inside any private property is prohibited.

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

Using the bicycle outside the municipal limits of Castelló de la Plana is prohibited.

Using the bicycle on inappropriate terrains or in conditions unsuitable for the bicycles, such as stairs, slopes, ramps, dirt fields, or areas not designed for the service bicycles, is prohibited.

Transporting passengers other than the user, as well as transporting animals, is prohibited. It is also prohibited to ride with a pet attached to the user or the bicycle with a leash or similar.

Users may not add any element to the bicycle on their own initiative.

The dismantling and/or tampering with any part of the bicycle or any element of the BICICAS system infrastructure is prohibited.

12. USER LIABILITY DECLARATION

Users are solely responsible for any damages they cause to themselves by using or misusing the BICICAS bicycle loan service, and they will be responsible for any damages they may cause to third parties due to negligence while using the bicycle.

Users will be solely responsible for any traffic violations resulting from the operation or possession of the vehicle and for any legal and/or regulatory violations they may commit.

Before removing the bicycle from the loan points, users must check that the bicycle they intend to use is in normal operating condition.

Additionally, in the event of an accident or incident affecting the mechanical condition of the bicycles, responsibility will fall solely on the user who had the bicycle on loan at the time. The user is obligated to immediately notify the service staff. Nevertheless, the bicycle will remain under the user's responsibility until it is either returned to a docking station or handed over to authorized personnel.

Failure to notify service staff of any accident or incident affecting the mechanical condition of the bicycles may be considered a serious offense.

The service includes a civil liability insurance policy covering structural damage to the bases and bicycles when not in use at the time the damage is detected. Users will have third-party insurance that covers damages they may cause while using the service legitimately and diligently.

The bicycle will be under the user's responsibility during the loan period, and they will assume the consequences of any temporary and financial penalties for abandonment, damage, theft, and/or non-return.

In case of theft, users must notify the service within **12 hours** by phone or email if the former is not possible.

Any anomaly detected in the bicycles or loan bases must be reported by the user to the service control center via any of the following methods, as an "incident":

- **Email:** bicicas@bicicas.es
- **Phone:** 677 412 418
- **Mobile app** (incident section).
- **BICICAS website** (www.bicicas.es > [contact form](#))

Users declare that they have the physical and mental capacity to use a bicycle according to applicable regulations.

Users declare that all data provided during registration is truthful. Otherwise, they will assume any consequences and/or liability arising from this negligence.

Users acknowledge and accept that, in order to rent a bicycle, it will be necessary to provide their geolocation data during the loan process. This data sharing is essential to ensure the correct use and operation of the service, as well as to improve its quality.

Additionally, users may choose to share their geolocation data during bicycle use for the strictly defined purposes below.

BICICAS commits to handling geolocation data with the utmost confidentiality and in compliance with applicable data protection legislation, particularly **Organic Law 3/2018** of December 5, on the Protection of Personal Data and Guarantee of Digital Rights, and **Regulation (EU) 2016/679** of the European Parliament and Council of April 27, 2016, on the protection of individuals regarding the processing of personal data and the free movement of such data.

This data will be used solely to obtain statistics and metrics on service use, such as the average length of trips made by users, the frequency of use of certain routes, and other relevant indicators to improve user experience and optimize service operations.

Users expressly authorize **BICICAS** to collect, store, process, and use their geolocation data exclusively for the activities described above.

Acceptance of this clause implies the user's express consent to the exclusive processing of their geolocation data, as stipulated above.

13. DISQUALIFICATION CASES

The actions listed in the following table will be considered as grounds for service disqualification, leading to the penalties outlined below based on the severity of each case.

DESCRIPTION OF VIOLATIONS

Minor Violations:

- **Exceeding the loan time:** Delaying the return of the bicycle to the system by up to 60 minutes beyond the permitted usage time without justified cause will result in a **24-hour disqualification** from the service.
- **Causing damage up to €60:** Deliberately and/or negligently causing damage valued up to €60 to BICICAS service elements will result in a **7-day disqualification** from the service.
- **Negligent use of the service:** Engaging in any action involving a bicycle that is considered a minor offense under the Traffic and Road Safety Law or the corresponding Municipal Ordinance will result in a **7-day disqualification**.
- **Improperly anchoring a bicycle,** which could make it vulnerable to theft, will result in a **7-day disqualification** from the service.
- **Parking the bicycle in public areas or inside private property** will result in a **15-day disqualification** from the service.
- **Riding with a pet tethered to the user or the BICICAS bicycle** will result in a **15-day disqualification** from the service.

Serious Violations:

- **Exceeding the loan time:** Delaying the return of the bicycle by more than 60 minutes but less than 24 hours beyond the permitted usage time will result in a **1-month disqualification**.
- **Causing damage between €60 and €200:** Deliberately and/or negligently causing damage within this range will result in a **1-month disqualification** from the service.
- **Negligent use of the service:** Committing any action considered a serious offense under the Traffic and Road Safety Law or the corresponding Municipal Ordinance will result in a **1-month disqualification**.
- **Riding on inappropriate terrain,** such as stairs, slopes, dirt fields, etc., will result in a **1-month disqualification**.
- **Failure to report accidents or incidents affecting the mechanical condition of the bicycles** will result in a **1-month disqualification**.
- **Riding the bicycle outside the municipal boundaries of Castelló de la Plana** will result in a **4-month disqualification** from the service.

Very Serious Violations:

- **Failure to return a bicycle after 24 hours from the moment of the loan** will result in **indefinite disqualification** from the service for private use of the bicycle.

- The following actions will also lead to **indefinite disqualification**:
 - Providing false information
 - Dismantling bicycle components
 - Failure to file a theft report in the event of vehicle theft
 - Deliberately or negligently causing harm to third parties as a result of service use.
- **Causing damage valued over €200**: Deliberately and/or negligently causing damage exceeding this amount will result in a **6-month disqualification** from the service.
- **Negligent use of the service**: Engaging in any action considered a very serious offense under the Traffic and Road Safety Law or the corresponding Municipal Ordinance will result in a **6-month disqualification**.
- **Lending, renting, selling, or transferring the bicycle and/or BICICAS app credentials to third parties** will result in a **6-month disqualification** from the service.
- **Using BICICAS for commercial purposes**, transporting goods, or any other professional use will result in a **6-month disqualification** from the service.
- **Riding with more than one person on the bicycle** will result in a **6-month disqualification** from the service.
- **Abandonment or theft of a conventional bicycle due to user negligence** will result in a **€300 fine**.
- **Abandonment or theft of an electric bicycle due to user negligence** will result in a **€1,500 fine**.

In the event of repeated violations, the following measures will be applied:

- Accumulating **3 minor violations** within **6 months**: The user will receive a warning and a **1-month disqualification**.
- Accumulating **3 serious violations** within **1 year**: The user will receive a warning and a **6-month disqualification**.
- Accumulating **3 very serious violations** within **1 year**: The user will receive a warning and **indefinite disqualification** from the service.

14. TERMINATION OF SERVICE

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

BICICAS reserves the right to disable the service, without prior notice, for users when:

- They fail to report a theft, loss, or accident, as outlined in the user responsibility section.
- They make false or inaccurate statements and do not fulfill the commitments outlined in the user responsibility section.

- They repeatedly violate the terms of service or the restrictions outlined in the user obligations section. Repeated violations are defined as those occurring on more than three occasions.
- They refuse to pay for damages caused to the bicycle when they are responsible.
- They use the service in an inappropriate or fraudulent manner.

15. ACCEPTANCE OF THE RULES

These rules of use take precedence over any previous rules. In general, in the event of a breach of any clause in this document, the appropriate legal actions will be taken.

If the rules of use are modified, the user will be notified via email and through the app. If the user disagrees with the changes, they may opt to terminate their contract early at no cost, and the unused portion of their subscription will be refunded proportionally.

By using the service, the user accepts and agrees to comply with these rules of use.

16. DATA PROTECTION AND PRIVACY POLICY

This privacy policy outlines how personal data will be handled on this website. It is essential to read and accept it before continuing to browse.

BICICAS is a public bicycle loan service provided by the **Castellón City Council**, managed by **MAQUIVER, SLU**, with **CIF B12007720**. This privacy policy was updated in **May 2024**.

Service payments are secured by the safety and trust of **PCI certification**. For more information, please visit: <https://www.pcisecuritystandards.org>.

This website, www.bicicas.es, is committed to protecting the privacy of subscribers, contacts, and customers, ensuring best practices in the use of personal data.

MAQUIVER, SLU opposes the sending of unsolicited emails (spam) and makes every effort to prevent the misuse of email addresses.

Users of this site are also informed that their data will never be shared or transferred to third parties unless they have been informed in advance and have given their express authorization.

The platform may contain links to third-party websites to facilitate payment processing. In such cases, we are not responsible for the data protection practices or content of these websites. Therefore, it is advisable to carefully read the privacy policies of each website before accepting their terms and using them.

MAQUIVER, SLU, with **CIF B12007720**, owns a personal data file registered with the **General Data Protection Register (RGPD)** under the name **"Users"**, where user data is incorporated and processed to respond to inquiries, provide requested services through contact forms, execute the services contracted by the user, proceed with billing and collection, and manage the user registration process on the portal.

In compliance with **Organic Law 15/1999** of December 13, on the Protection of Personal Data, the following clear and transparent information is provided about the data controller for this website:

- Website: www.bicicas.es
- Commercial name: **BICICAS**
- Legal name: **MAQUIVER, SLU**
- CIF: **B12007720**
- Corporate address: Polígono Estadi, nave 18, Castellón de la Plana
- Corporate purpose: Bicycle rental and transportation, among others
- Registered with the **General Data Protection Register (RGPD)**.

Submission and Registration of Personal Data

Providing personal data is mandatory to contact and subscribe to the BICICAS service. Failure to provide the requested personal data or to accept this data protection policy will make it impossible to subscribe and process any requests made on this portal.

The scenarios in which this website requires personal data are as follows:

- 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 the terms of use and applicable law. This may include developing tools and algorithms to help this website ensure the confidentiality of the personal data it collects.
2. To provide customer support and deliver follow-up services.
3. To establish communication with users.
4. In each case, users will have full rights over their personal data and its use and may exercise these rights at any time.
5. User data will never be transferred to third parties without their consent.

Data Collection Systems Used by This Website

This website uses various systems to capture personal information and always requires the user's prior 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.

Data Collection Systems Used:

- **Subscription Forms:** Several forms within the website are used to activate subscriptions. If you use spam filters, please add the website's email address to your allowed