

# GENERAL CONDITIONS OF USE FOR THE METROPOLITAN BIKE SHARING PASS

## 1. DEFINITIONS

Definition of terms in these conditions of use:

**BSM:** Barcelona de Serveis Municipals, SA, with registered address at C. Calàbria 66, 08015 Barcelona, CIF: A-08765919; the company that manages the Bicing service.

**PSM:** Projectes i Servies de Mobilitat, SA, registered address in Barcelona: C. 60 no. 21-12, Sector A de la Zona Franca, CIF A63645220; the company that manages the Ambici service.

**BARCELONA CITY COUNCIL:** The owner of the Bicing service in the city of Barcelona.

**AMB:** ÀREA METROPOLITANA DE BARCELONA, the owner of the Barcelona metropolitan public bicycle service.

**SMOU:** App that provides information and different mobility-related services, including the possibility of registering for the Bicing service, which offers different types of travel passes, including a metropolitan one.

**TMB Tickets:** e-commerce platform that offers different services, including the possibility of signing up for the Ambici service, with different types of travel passes, including a metropolitan one.

**Bicing:** bike-sharing service within the city of Barcelona.

**Ambici:** bike-sharing service in the Barcelona metropolitan area.

**Conditions of use:** The terms and conditions governing the legal relationship established with users through the contracting and use of bike-share services through the metropolitan pass, with both PSM and BSM.

**Contractual conditions:** The terms and conditions governing electronic contracts for bike-share products and services, by which users who choose to contract such products via the metropolitan pass are bound.

**Where to sign up for metropolitan pass services:** The [www.bicing.barcelona](http://www.bicing.barcelona) website, the SMOU app and tickets.tmb.cat (accessible via: the Ambici app, [www.ambici.cat](http://www.ambici.cat) and [www.tmb.cat](http://www.tmb.cat))

**Products:** The goods and services provided via the metropolitan pass that are available for users to purchase.

**User:** The natural person who contracts the services via the metropolitan pass.

**Metropolitan pass:** Application of a discount on the joint purchase of passes for each bike-share system that allow the Bicing and Ambici services to be used interchangeably in exchange for payment for a period of 12 months from the sign-up date.

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## 2. SERVICE PROVIDED

The general conditions governing the service contracted and provided via the metropolitan pass are regulated in the following documents, which the user confirms that they have read and accept in full:

### BICING SERVICE

[https://www.bicing.barcelona/sites/default/files/inline-files/ContracteCAT\\_0.pdf](https://www.bicing.barcelona/sites/default/files/inline-files/ContracteCAT_0.pdf)

### AMBICI SERVICE

[https://nextbike-live.pluspol-networks.de/ambici/wp-content/uploads/sites/36/2023/01/ca\\_ca\\_CAT\\_Contracte-acces-i-us-ambici\\_v5.0.pdf](https://nextbike-live.pluspol-networks.de/ambici/wp-content/uploads/sites/36/2023/01/ca_ca_CAT_Contracte-acces-i-us-ambici_v5.0.pdf)

The user is subject to the specific conditions established for each service or product described above. Those detailed in this document are the specific conditions for the metropolitan pass.

In all cases, each bike-sharing service, for the city of Barcelona or for the Barcelona Metropolitan Area, operates independently, both technically and operationally, and these conditions are limited solely to providing the user with the contractual model and the economic conditions established between the two operators for the sale and operation of the metropolitan pass. In this sense, users are obliged to comply with the conditions of the service previously specified, and these are the regulatory documents that are in force while the user is making effective use of each of the services.

Each system has its own bicycles and docking stations, which are clearly identified.

Users are responsible for docking the bicycle that they have hired correctly at the corresponding Ambici or Bicing stations.

Therefore, it is made explicit that with regard to the uses, operation and responsibilities that are inherent in the service, the way it can be accessed, and civil liability coverage, each system will continue to operate within its corresponding territorial scope, in the manner established by each, and in line with the conditions set out above.

In the event of disputes regarding the service, users should contact the relevant service manager. The same procedure should be followed with complaints, claims, suggestions for possible improvements and/or suggestions regarding the service.

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## 3. CONDITIONS OF ACCESS

### 3.1 Sign-up

To access the services provided by the metropolitan pass, users may not have any existing active subscription with either Ambici or Bicing.

Registration on both platforms is required—the Barcelona Metropolitan Area and the city of Barcelona—through the different Ambici and BICING points of sale. It is essential to register the same data in both services in order to access the metropolitan pass.

Once registered and identified on each platform, the user can select the service subscription or “Metropolitan Pass”, which involves purchase of and subscription to both types of passes, Ambici and BICING, at a price that is lower than the individual subscription price.

The user is responsible for maintaining the confidentiality of their account and for each and every one of the transactions it is used for. The user undertakes not to reveal the password to anyone else, and to take all reasonable measures to keep it secret. Users bear sole and exclusive responsibility for custody and use, whether authorised or not, by third parties.

Users should check that their data is correct.

Users must be aware that accessing the web page/app by using the identity or password of another user, and also the obtaining, use or dissemination of the personal data of other users may constitute a legal, and possibly criminal, offence.

The user undertakes to provide current, complete and accurate information, and to update and keep that information updated at all times throughout use.

### **3.2 Deregistration**

Requests to deregister the metropolitan pass subscription must be made on the same platform it was contracted through. There will be no right to any refund from either of the two services, as payment is per full year.

Similarly, deregistering the metropolitan pass subscription implies deregistration from both the Ambici and Bicing services.

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## **4. CONDITIONS GOVERNING THE METROPOLITAN PASS**

### **4.1 Metropolitan pass**

The metropolitan pass consists of the application of a discount on the joint purchase of each system’s own travel cards, which enables you to use the Bicing and Ambici services in exchange for payment per use for a period of 12 months from the date of registration. The simultaneous purchase of BICING and Ambici travel cards does not imply any change or disruption to the operation of either of the services, which are used independently, under the applicable conditions of service and using the specific travel card for that specific service.

## 4.2 Renewal

Renewal for the metropolitan pass is automatic. The renewal procedure involves renewing both of the services, Ambici and Bicing, under the conditions approved and published at the time of the renewal. Users have the option of automatically deactivating renewal before the expiry date, in the user area of the platform where they contracted the pass.

## 4.3 Payment

Users must enter their credit/debit card details to pay their travel card. Users declare that the data entered in both the Ambici and Bicing systems are true and accurate, up to date, and valid when payment is made.

## 4.4 Refund

The user declares that they know and accept that, in order to obtain a refund, they must fulfil these two conditions:

- Request a refund within 14 calendar days of the purchase of the travel card, via the same marketing platform.
- They have not used either the Bicing or the Ambici services

Partial refunds cannot be made. In other words, a refund can only be given on the full amount paid for the BICING and AMBICI travel cards.

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## 5. INFORMATION ON THE PROCESSING OF PERSONAL DATA

### Who is the data controller for your personal data?

#### Bicing service:

The data controller for your personal data is the Barcelona City Council, with registered office at Plaça de Sant Jaume, 1, 08002, Barcelona.

Data subjects are also hereby informed that the Barcelona City Council has appointed a Data Protection Officer who you can contact via the link [https://seuelectronica:tament.barcelona.cat/ca/proteccio-de-dades/contacteu-amb-delegat-proteccio-dades](https://seuelectronica.tament.barcelona.cat/ca/proteccio-de-dades/contacteu-amb-delegat-proteccio-dades) , or by post, by contacting you at Av. Diagonal, 220, planta 4, 08018 Barcelona.

#### Commercial communications and communication of data for BSM services commercial purposes:

The data controller for your personal data is Barcelona de Serveis Municipals, SA. (hereinafter 'BSM.SA'), with registered office at C. Calàbria 66, 08015, Barcelona, Tel. +34 938 875 034, email [protecciodades@bsmsa.cat](mailto:protecciodades@bsmsa.cat).

Likewise, data subjects are hereby informed that BSM.SA has appointed a data protection officer who you can contact by phone on +34 938 875 034, or by emailing [dpo@bsmsa.cat](mailto:dpo@bsmsa.cat).

#### Ambici Service:

The data controller for your personal data is Àrea Metropolitana de Barcelona (hereinafter 'AMB'), with NIF: P-0800258-F and registered office at C.62, No. 16-18, Zona Franca (08040) Barcelona.

Data subjects are also hereby informed that AMB has appointed a data protection officer who you can contact by email at [dpd@amb.cat](mailto:dpd@amb.cat).

## **For what purpose will we process your data and what is the basis for this processing?**

### **Barcelona City Council:**

#### **1. Management of the service contracted**

The Barcelona City Council will process your personal data to manage the Bicing service contracted.

The lawful basis for this processing is that it is necessary for the execution of the contract to which the data subject is a party, or the implementation, at the request of the data subject, of pre-contractual measures, pursuant to Article 6.1.b) of the GDPR.

#### **2. Sharing of data between AMB and the Barcelona City Council for the effective provision of the service contracted**

The Barcelona City Council will notify AMB of your personal data, for the purpose of validation, for the effective contracting of the bike-share service, so that customers can benefit from the discount associated with the purchase of the Bicing card.

The lawful basis for this processing is that it is necessary for the execution of the contract to which the data subject is a party, or the implementation, at the request of the data subject, of pre-contractual measures, pursuant to Article 6.1.b) of the GDPR.

### **BSM.SA:**

#### **1. Sending of commercial communications by BSM**

If you give your consent, BSM.SA will process your personal data in order to send you communications and promotional material from BSM.SA businesses.

The legitimate basis for this processing is the consent of the data subject, pursuant to article 6.1.a) of the GDPR.

#### **2. Sharing of data between BSM Group companies for the sending of commercial communications**

If you give your consent, BSM.SA can share your personal data with companies within the BSM Group so that they can send you communications and promotional materials.

The legitimate basis for this processing is the consent of the data subject, pursuant to article 6.1.a) of the GDPR.

### **AMB:**

#### **1. Management of the service contracted**

AMB, acting as data controller, will process your personal data to manage the contracted AMBici service. The following activities are understood to be included:

- Manage access and use of the AMBici bike-share service.
- To deal with enquiries, requests, suggestions, complaints, claims and incident resolution.
- Selling and invoicing the AMBici passes.
- Manage, market and distribute the AMBici pass.
- Report on the history of journeys made, as well as travel in progress.
- Communicate and notify transactional messages (purchases, travel, invoices).
- Communications related to the service.

## **2. Sending of Ambici commercial communications**

If you give your consent, AMB will process your personal data in order to send you commercial notifications and the latest news about the service.

The legitimate basis for this processing is the consent of the data subject, pursuant to article 6.1.a) of the GDPR.

## **3. Sharing of data between AMB and the City Council for the effective provision of the contracted service**

AMB will transfer your personal data to the Barcelona City Council for validation purposes and for the effective contracting of the bike-share service, so that the customer can benefit from the discount associated with the purchase of the metropolitan pass.

The lawful basis for this processing is that it is necessary for the execution of the contract to which the data subject is a party, or the implementation, at the request of the data subject, of pre-contractual measures, pursuant to Article 6.1.b) of the GDPR.

## **How long is your personal data kept?**

The Barcelona City Council, BSM.SA and AMB will store your personal data for the time necessary to fulfil the purpose for which that data has been collected, or until you request their deletion.

Once the purpose for which the personal data have been collected has been fulfilled, or you have requested the deletion of that data, in accordance with article 32 of Organic Law 3/2018, of 5 December, on the protection of personal data and guarantee of digital rights, your personal data will be duly blocked for the time necessary to comply with the legal obligations that apply in each case.

## **Who may we share your data with?**

The Barcelona City Council, BSM.SA and AMB may share your data with public or private third parties when there is a legal obligation or authorisation to do so. In particular, data will be shared between the Barcelona City Council and AMB in order to validate the subscription for each service, and to be able to apply the discount. Data or information regarding the use of each service will not be shared.

To provide you with services, service providers who act for and on behalf of the Barcelona City Council and/or BSM.SA and/or AMB, in accordance with your instructions, may be given access to your data, but under no circumstances will they use that data for their own purposes.

### **Is there any international transfer of personal data?**

No international data transfer is foreseen. However, should this occur in the future, the provisions of the applicable data protection legislation will apply.

### **Are automated decisions made or performance analyses carried out based on your personal data?**

There are no automated decisions or performance analyses.

### **What are your rights as a data subject?**

- **Withdrawal of consent**: You have the right to withdraw your consent at any time. However, withdrawal of consent does not affect the lawfulness of processing carried out previously.
- **Access**: You can obtain information about the personal data that we hold about you, as well as consult how it is processed, for what purpose, and what specific uses it is put to.
- **Rectification**: You can modify your personal data when it are incorrect, and complete any that is incomplete.
- **Deletion**: You can request the deletion of personal data when it are inadequate, excessive or unnecessary.
- **Opposition**: You may request that your personal data not be processed, except for legitimate, compelling reasons, or for the exercise or defence of possible claims.
- **Limitation of processing**: You can request the limitation to the processing of your data in the following cases:
  - Pending a challenge to the accuracy of the data;
  - Where the processing is unlawful, you object to the deletion of the data and request the restriction of its use;
  - When you do not need to process the data, but need it for the exercise or defence of claims;
  - When you have opposed the processing of data to fulfil a mission of public interest or to the satisfaction of a legitimate interest, while verifying whether the legitimate grounds for processing prevail over your own.
- **Portability**: This is the right to receive the personal data you have provided us with in a structured, commonly used and machine-readable format and to transmit it to another data processor, if the processing is based on consent or a contract or if undertaken by authorised means.
- **The right not to be subject to automated decisions**: The right not to be subject to a decision based solely on the automated processing of data, including profiling, which produces legal effects on you or significantly affects you.

In the case of processing operations where the Barcelona City Council is the data controller, you can exercise these rights by following the link:

<https://seuelectronica.ajuntament.barcelona.cat/ca/proteccio-de-dades/quins-drets-tinc-sobre-meves-dades>.

In the case of processing operations where BSM.SA is the controller, you may exercise these rights by sending a written request to Barcelona de Serveis Municipals, SA, C. Calàbria, 66, 08015, for the attention of the Data Protection Officer, or an email to the following address: [protecciodades@bsmsa.cat](mailto:protecciodades@bsmsa.cat). We inform you that, in order to exercise your rights, you must provide clear identification, and indicate the right you wish to exercise.

In the case of processing where the AMB is responsible, you can exercise these rights by contacting Serveis Jurídics, Exercici de Drets, Àrea Metropolitana de Barcelona, C. 62, no. 16-18, edifici A - Zona Franca 08040 Barcelona, attaching a copy of your national ID card, or by a generic application via the [www.amb.cat](http://www.amb.cat) web portal indicating 'Exercise of Rights'.

Finally, data subjects have the right to submit a claim to the Catalan Data Protection Authority (<https://apdcat.gencat.cat>) if they consider that the Barcelona City Council and/or BSM.SA and/or the AMB have not processed their personal data in accordance with the applicable legislation.

## **6. APPLICABLE LAW AND RELEVANT JURISDICTION**

The website and the conditions of use are governed and interpreted by the laws currently in force in Spain.