

1. PURPOSE.

The purpose of this Contract is to establish and regulate the terms and conditions of use of the **"ECOBICI"** system, for the provision of Public bikes in bike stations spread over a determined influence area.

2. DURATION.

The duration of this Contract shall serve the consent that **"THE USER"** reveals regarding one of the following periods:

- a) 24 (twenty-four) hours,
- b) 72 (seventy-two) hours
- c) 7 (seven) calendar days

Such period begins at the moment in which **"THE USER"** makes the first use of the **"ECOBICI"** system. The first use of the **"ECOBICI"** system shall mean the presentation of the user card in the reader and/or the first use of the access code, in any of the bike stations.

At the end of the period of length chosen by **"THE USER"**, this Contract shall be considered terminated.

From the moment of acceptance and registration in the **"ECOBICI"** system, **"THE USER"** will have a period of up to 48 hours (forty-eight hours) to activate the card and/or code to access the **"ECOBICI"** system, this activation shall be done at the moment in which **"THE USER"** swipes his card and/or uses his access code for the first time in a bike station.

3. CONSENT.

For purposes of this Contract and in accordance with Articles 1793, 1794 Section I, 1796, and 1803 of the Civil Code for the Mexico City, **"THE USER"** states that the duration shall be for the period indicated at the time of registration.

4. CONSIDERATION.

"THE USER" as consideration for the use of the **"ECOBICI"** system shall prepay to **"SEDEMA"** the fees or rates in force and authorized by the Ministry of Finance of Mexico City, published in the Official Gazette of Mexico City, in accordance with the applicable regulations and the Law of Value Added Tax, which shall also be displayed on the website www.ecobici.df.gob.mx

The consideration for registration shall serve the term of validity indicated by **"THE USER"** when registering in the bike station.

"SEDEMA" shall assign a registration number with which **"THE USER"** will be identified in **"ECOBICI"** during the term of this Contract. Once registration is completed, **"SEDEMA"** shall activate the TDF card of **"THE USER"** or give **"THE USER"** an access code to be able to use **"ECOBICI"**.

5. PROCEDURE FOR REGISTRATION IN THE "ECOBICI" SYSTEM.

- A. Persons that may register as users of the **"ECOBICI"** system are those individuals over 18 years old who sign this Contract and, for this purpose, register as users, following the procedure described in this Contract.
- B. **"THE USER"** to make use of the **"ECOBICI"** system, may be registered in bike stations of fourth generation, in order to do so, the user must comply with requirements required by **"SEDEMA,"** which are published on the website www.ecobici.df.gob.mx
- C. **"THE USER"** must, at the moment of registration, pay in advance the consideration with charge to the VISA or MASTERCARD credit or debit card, national or international under his name.
- D. **"SEDEMA"** shall assign a registration number to the **"THE USER"**. With this number, **"THE USER"** shall be identified in the system during the term of this Contract.
- E. Once registration is completed, **"SEDEMA"** shall give **"THE USER"** an access code to access the **"ECOBICI"** system and may use the service. If **"THE USER"** has chosen the option of a TDF card, he shall be able to use the System with it. The card and/or the access code are personal and not transferable and cannot be transferred to a third party.
- F. It is prohibited to **"THE USER"** to register a second time if he has not canceled the corresponding previous registration.

6. GUARANTEE DEPOSIT.

Upon registration, **"THE USER"** agrees that **"SEDEMA"** charges an amount as a guarantee for the amount of \$1,500.00 pesos (Fifteen hundred pesos 00/100). The deposit shall be made by a frozen amount charged to the VISA or MASTERCARD credit or debit card with which **"THE USER"** is registered.

Upon termination of this Contract and provided that the bike has been returned and there are no outstanding balances on account of additional use time or damage to the bike, the guarantee deposit shall be refunded in full to the VISA or MASTERCARD credit or debit card with which **"THE USER"** has provided the guarantee deposit.

"THE USER" authorizes **"SEDEMA"** from this moment to deduct from the guarantee deposit or charge any and all indebtedness on account of additional use time and/or damage to the bike that has not been paid to **"SEDEMA"** upon termination of this Contract.

7. CANCELATION OF SERVICE

- A. **"THE USER"** may voluntarily cancel the service at any time by following the procedure indicated on the website www.ecobici.df.gob.mx or in the Customer Support Centers.

B. **"SEDEMA"** may unsubscribe **"THE USER"** in the event of breach of **TWELFTH** clause hereof.

C. **"SEDEMA"** may permanently cancel the service to **"THE USER"** if the user exceeds three times the two continuous hours of use and/or if he does not return the bike within 24 (twenty four) hours.

In the event of any of the mentioned scenarios, **"SEDEMA"** shall not provide any reimbursement for the consideration of the service and/or for the time such service was not provided and until the end of the term of this Contract.

8. PROCEDURE FOR THE USE OF THE "ECOBICI" SYSTEM.

1. USE OF THE SYSTEM.

A. **"THE USER"** shall have access to all the bikes that are available in the **"ECOBICI"** system and can only use one at a time.

B. The procedure to take a bike from a bike station is described below:

1. **"THE USER"** shall correctly position his user card in the reader of the bike station or enter his access code to be able to take a bike.
2. At the time of removing a bike from a bike station in which it is docked and prior to use it, preventively, **"THE USER"** must check the condition of all its elements and, in particular, the condition of brakes, lights, gear shift, the correct attachment of all moving parts of the bike and the air in the tires. If after making the necessary checks, the bike does not work properly; **"THE USER"** will have put it back in the bike station for a period not exceeding two (2) minutes to be able to take another bike.
3. After taking the bike from the bike station, **"THE USER"** has the right for the consideration of the service, to use it for periods of 45 (forty-five) minutes, with intervals of 5 (five) minutes between different use periods. For periods of use exceeding this period, fees or rates shall be applied in accordance with the prices indicated on the website www.ecobici.df.gob.mx.

C. The procedure for docking a bike on a bike station is described below:

1. If the bike station is off you cannot dock the bike, since the system will not secure it.
2. If the bike station is full **"THE USER"** shall bring the user card near the reader or enter his access code so that it indicates the closest station with places available, and the user will have additional 10 minutes without charge.
3. Put the two holders of the bike in an available dock with a green light on.
4. Wait until the light stops flashing and remains entirely in red, making sure that it is not flashing (red - green).
5. Check that the bike is completely fixed and cannot be removed.
6. Swipe the user card through the reader of the bike station or enter your access code and wait for the screen to display: "The bike was returned correctly."

In the event you have a problem with any of the steps it is necessary to report it to the phone number **5005 - 2424** immediately.

2. ACCIDENT REPORT.

In case of an accident, **"THE USER"** is obliged to the following:

A. Prevention.

1. For purposes of preventing accidents, **"THE USER"** shall perform all acts that tend to prevent or minimize damage. Ask for instructions to the **"ECOBICI"** system, and you must comply with instructions given by **"ECOBICI"**.

B. Notice of Accident.

1. In case of an accident, **"THE USER"** shall immediately inform the **"SEDEMA"** through a telephone report to the Call Center (5005-2424).
2. In case of an incident, **"THE USER"** must remain in the scene and safeguard the bike until a representative of **"ECOBICI"** arrives, except for cases where urgent medical attention and transportation to a hospital is required.
3. **"THE USER"** shall not make any settlement or negotiation with parties involved without prior permission from the personnel of **"ECOBICI"**.
4. Accidents involving **"THE USER"**, shall be verified through the procedures and deadlines that are indicated by **"ECOBICI"**.
5. The deadline for reporting a notice of accident to **"ECOBICI"** by **"THE USER"** is 24 hours from the time of the accident or incident, except in events of force majeure. It must be reported as soon as possible.
6. Costs incurred by **"THE USER"** shall be covered by the insurance policies that **"ECOBICI"** has in force and in accordance with the procedures and deadlines indicated by **"ECOBICI"** and the insurance company through the procedures and deadlines established by the latter, and subject to the general conditions of the policy.
7. If **"THE USER"** does not comply with the obligations under the preceding paragraph, **"ECOBICI"** shall be entitled to limit the compensation payment or declare the accident inadmissible.
8. Given the lack of timely report or notice from **"THE USER,"** the **"SEDEMA"** shall not be responsible for the terms determined by the administrative procedure for purposes of granting the corresponding compensation.

C. Damage.

"THE USER" accepts that the valuation of damages caused by the accident shall be conducted by **"ECOBICI"** according to the elements and procedures established by **"ECOBICI"** for this purpose.

D. Exclusions.

For purposes of this Contract, the **"ECOBICI"** user insurance shall not cover accidents or damages as a result of:

1. The use by **"THE USER"** of a card or access code that is not registered under his name.
2. Negligence by **"THE USER"** when carrying out or omitting acts that due to their nature can provoke an accident, property damage, property loss or any liability.

3. Fraud or bad faith by **"THE USER"** or beneficiary or his representatives.
4. Lack of information timely provided by **"THE USER"** or beneficiary or his representatives to the corresponding Insurance Company; on the facts surrounding the incident and which are relevant to know the circumstances of the event and its consequences.
5. Lack of enforcement regarding compliance with the provisions stipulated in the existing insurance policy.
6. Breach of obligations under the Eleventh clause of this Contract.

9. TIMETABLE.

The schedule for **"THE USER"** to take bikes from **"ECOBICI"** will be from 05:00 until 00:30 hrs, which may be modified without previous notice by the **"SEDEMA,"** and will be published on the website www.ecobici.df.gob.mx. After service hours, the bikes may only be returned in accordance with the conditions and penalties provided for in this Contract and indicated on the website.

The **"SEDEMA"** may temporarily limit the schedules or availability of bike stations and bikes of **"ECOBICI,"** due to restructuring, maintenance or otherwise.

10. "THE USER" RIGHTS.

"THE USER" rights listed below are expressly acknowledge:

- A. **"THE USER"** is entitled to use one of the bikes that are available in **"ECOBICI"** according to the conditions stated in this Contract. After removing the bike from the bike station, **"THE USER"** is entitled to continued use at no extra charge for up to 45 (forty-five) minutes with intervals of 5 (five) minutes between different use periods.
- B. Request information about the operation of **"ECOBICI"** for purposes of its use, through the means indicated by the **"SEDEMA"** in this Contract.
- C. Make comments, suggestions, complaints and grievances preferably by email, regular mail or in person at the Customer Support Centers.

11. "THE USER" OBLIGATIONS.

"THE USER" obligations are established as detailed below:

- A. Make use of the **"ECOBICI"** system and, in particular, use the bike properly and strictly for personal transportation.
- B. Check the correct docking of the bike at the bike station through the procedures described in this Contract when done using it.
- C. Take care and custody of the bike from the moment of taking it from the station and until returning it to **"ECOBICI"**.
- D. Immediately notify **"SEDEMA,"** through a report to the Call Center 5005 - 2424, about a lost, stolen or damaged user card and/or the access code, taking responsibility for its use until reporting it.
- E. Immediately notify **"SEDEMA"** through a report to the Call Center 5005 - 2424, about any accident that may occur in relation to the service during the period of use. For this purpose **"THE USER"** must remain in the scene until a representative of **"ECOBICI"** arrives, except for cases where his health requires urgent medical attention and transportation to a hospital.

F. Immediately notify **"SEDEMA"** through a report to the Call Center 5005 - 2424, about any offense in relation to the use of **"ECOBICI,"** carrying out the respective report to the relevant authority. In order to be able to give timely follow up to the complaint before the Public Prosecutor, **"SEDEMA"** may request from **"THE USER,"** in addition to existing documents on his user file, other documents as deemed necessary (such as proof of address).

G. In the event of breakdown of the bike, **"THE USER"** is obliged to dock it at the nearest bike station.

H. Present the user card or access code when deemed necessary by the personnel of **"ECOBICI"** duly accredited and/or competent authority.

I. Provide personal information and certain documents under oath to **"SEDEMA"** during registration to the **"ECOBICI"** system. **"THE USER"** will incur penalties by those who give false statement to the authorities in the exercise of their duties or by reason of them, under the terms of Article 311 of the Penal Code for the Mexico City.

J. Keep up to date at all times personal data, bank cards and/or telephone bills and other personal data necessary for the provision of the service, attending Customer Support Centers to make any changes.

K. Comply with general traffic rules established in the Metropolitan Transit Regulations and other applicable regulations.

"THE USER" agrees that **"SEDEMA"** determines in some cases the temporary suspension of the service for breach of the above obligations or until the corresponding responsibilities are allocated, without this leading to modify the term of this Contract.

12. INSURANCE.

By using the **"ECOBICI"** system, **"THE USER"** that has a current membership shall have a personal accident insurance to cover accidents under the coverage and exclusions indicated in the policy in force.

For more information about the coverage of the user insurance, visit our website at www.ecobici.df.gob.mx

13. USER PROHIBITIONS.

"THE USER" is not permitted to, additionally to the behaviors detailed throughout this Contract, as well as those behaviors described in the Metropolitan Transit Regulations and the Civic Culture Law of the Mexico City, carry out the actions described below:

A. Lend, rent or assign to third parties the bike, the user card or the access code, since they are for personal use and not transferable.

B. Riding a bike under the influence of alcohol or drugs.

C. Carrying on the bike two or more persons at a time.

D. Perform any repair or modification to the bike as a whole or any of its components.

E. Use the bike in spaces or land unfit for circulation.

F. Disassemble and/or manipulate partially or totally the bikes of the bike stations or the elements that compose them.

G. Use the bikes, bike stations or any other identifiable element of **"ECOBICI"** for commercial purposes.

H. Use the graphic image of **"ECOBICI"** without prior written permission.

- I. All kind of graffiti, painting, stain, scribble, writing, inscription, with any type of material (ink, paint, organic or similar material) or scratching the surface of bikes, bike stations or any other element of "ECOBICI."
- J. Transporting animals and/or any object that impairs visibility and/or maneuverability.
- K. Leaving the bike abandoned while making use of the service.
- L. Exceed by more than 24 (twenty-four) hours the use of a bike.
- M. Providing false information or documents during registration for the "**ECOBICI**" service.
- N. Attach any accessory to the bike.

"**THE USER**" accepts that "**SEDEMA**" shall not be liable for the acts or actions arising from such failure or omission regarding "**THE USER**" obligations.

Therefore, for purposes of this Contract, "**THE USER**" acknowledges the administrative, civil and criminal penalties that could be enforce against him derived from failure or omission of his obligations.

In addition to the permanent suspension, "**SEDEMA**" reserves the right to take any legal action to require compliance with the obligations under this Contract.

Similarly, "**THE USER**" that exceeds by more than 24 hours the use of a bike shall be sanctioned with current applicable fees or rates as charges, indicated on the website www.ecobici.df.gob.mx , clarifying that payment of such amount will be a penalty for noncompliance with the provisions of this clause, thus "**THE USER**" is not exempt from returning the bike.

14. CONFIDENTIAL TREATMENT OF PERSONAL DATA AND IMAGE

- A. The "**SEDEMA**" shall protect and treat the personal data transferred by "**THE USER**" in accordance with the provisions of the Federal Law on Protection of Personal Data Held by Private Parties, the Law on Protection of Personal Data for the Mexico City, Transparency and Access to Public Information Law of the Mexico City and other applicable provisions.
- B. While "**THE USER**" is using the "**ECOBICI**" system, he accepts and authorizes the "**SEDEMA**" to, whilst respecting his integrity, use his image for promotional purposes of the "**ECOBICI**" system, through photography or video, without generating any responsibility for the "**SEDEMA**" or any obligation to make any payment to "**THE USER**"; in accordance with the provisions of the Civil Liability Act for the Protection of Right to Private Life, Honor and Reputation in the Mexico City and the Transparency and Access to Public Information Law of the Mexico City.
- C. "**THE USER**" states that he knows the content and scope of the Privacy Notice, which was made available to him at the time of completing registration in the bike station.

15. INTERPRETATION AND RESOLUTION OF DISPUTES

For interpretation and implementation of this Contract, the parties are expressly subject to the jurisdiction of the Courts of Common Jurisdiction of Mexico City, waiving any other jurisdiction that may be relevant due to their present or future addresses or due to any other reason.