

Terms and Conditions

Bærum Kommune owns the bikes and racks together with companies at Fornebu. The bikes are provided by Urban Infrastructure Partner AS (UIP), daily maintenance and logistic are operated by Bærum arbeidstrening. To start using the bikes, you must buy a subscription and register with a valid phone number. Doing this, you must comit the following terms and conditions with Bærum Kommune which is for purchase, use and privacy:

1. Purchase

1.1 You must be at least 18 years old to get a subscription.

1.2 Your subscription is personal, and cannot be transferred to other users.

1.3 A subscription cannot be returned or cancelled after purchase, and you agree that this agreement is fulfilled by both parts so that the rules about withdrawal after remote sales of financial services are not applicable. For more information, see Law on Information and Withdrawal after remote sales and sales outside of fixed business premises (Consumer Law) (implementing EU Directive 2011/83/EU on consumer rights) (Chapter 1, Section 2, paragraph g): [Lov om opplysningsplikt og angrerett ved fjernsalg og salg utenom faste forretningslokaler \(angrerettloven\) \(gjennomføring av direktiv 2011/83/EU om forbrukerrettigheter\) \(kapittel 1, §2, punkt g\)](#). *(Only in Norwegian)*

2. Use

2.1 You are responsible to update the information linked to your user account.

2.2 You are responsible for biking carefully and for complying to current traffic rules. You are also personally responsible for injuries on yourself or others while using the city bikes.

2.3 You are personally responsible for the city bike. You should therefore not lend your bike to others, or entrust them with our subscription, user account or personal code. If you loose or get your phone stolen, or punch the wrong telephone number when using the code to unlock a bike, let us know immediately at bysykkel@baerum.kommune.no or phone number 67504050.

2.4 The bikes are installed in a good condition and are frequently controlled and maintained, but it may still be possible to find a defect bike in a rack. You are personally responsible to check if the bike is in proper condition before you use it. We ask you to contact us at number 67504050 or by email bysykkel@baerum.kommune.no if you discover any faults or damage on the bikes.

2.5 You can use the city bike for up to two hours, before it has to be returned to a rack. If you fail to do so, or if you leave it in a rack belonging to Oslo Bysykkel, you'll be charged a penalty. If this happens multiple times, Bærum Kommune can terminate your subscription permanently.

2.6 Do not use the city bikes in the forests or off regular roads.

2.7 The city bike can only be locked in one of the racks belonging to Bærum Kommune

2.8 If you leave a city bike outside any of our racks, it's completely at your own risk. If the bike is stolen you must immediately report the theft to Bærum Kommune. You also commit to cooperate with Bærum Kommune to fill out the police report.

2.9 After use, you must return the city bike to one of Bærum Bysykkel's racks. If the bike is not placed correctly, you are liable if the bike is stolen. You secure the bike by placing the bike's nose into the rack, and a small RFID-chip will tell the system that the bike is returned. You get a confirmation on the panel by the lock and in the app on our phone, but please take the time to make sure that the bike is locked properly.

2.10 If you act contrary to the terms and conditions, and the bike is lost or stolen, you comply to pay an amount equal to the value of the bike. In 2016 this is set to NOK 5.000. The amount will be charged by Bærum Kommune. You will receive a warning, and the amount will automatically be withdrawn from your registered credit card. If you do not respond to Bærum Kommune's inquiries, the case will be sent to debt collection. Bærum Kommune is using this as a safety for your use. If you haven't registered your credit card, an invoice will be sent to you.

2.11 If you don't have a Norwegian telephone number, you have to use your credit card number as a guaranty for the service.

3. Resale

3.1 You are not allowed to resell your subscription unless it is signed a specified written agreement that allows this

3.2 If resale of the service is found, it will be considered as misuse of the terms and conditions and your subscription can be dismissed, with any consequences this may cause.

4. Privacy

When you purchase a Bærum Bysykkel subscription, the following conditions apply with regard to storage and processing of personal data:

4.1 Personal data refers to information that can be linked to you as an individual person.

4.2 Registration and processing of personal information about you, in accordance with the subscription terms and conditions, are subject to the provisions of the Personal Data Act. Data Owner is the supplier of the city bikes:

Urban Infrastructure Partner AS

Strandgata 19
0152 Oslo

4.3 According to the Personal Data Act, you have the right to know the information about you that is recorded and processed, as well as the right to correct and/or cancel erroneous

information. Anytime, you also have the right to withdraw the consent to the processing of personal data, but this can only be effected when the individual piece of information is no longer necessary to carry out contractual termination of the subscription.

4.4 UIP stores the customer information that you provide in the registration form. This information is stored as long as the subscription lasts. The information is used to manage the subscription and to develop the Bærum Bysykkel service in the best possible way for subscribers. The information can be shared with UIP's cooperation companies, in purpose to develop the city bike system and service.

4.5 In addition, information about the time and place for renting the bikes is recorded and stored in accordance with the Terms and Conditions. This information is stored in a maximum of 12 months, except for occasions where it is necessary to store them longer to follow up loss or damage to your bike.

4.6 Your credit card information is safely stored at Teller, the provider of the payment solution.

The terms and conditions are valid from June 2016. Bærum Kommune is free to any time change the terms and conditions for Purchase, Use and Privacy.

If you have any questions, please contact us at bysykkel@baerum.kommune.no