

# AUC Bike Share

## Terms and Conditions

*PLEASE READ EACH PROVISION OF THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICES DEFINED BELOW. BY ACCESSING AND/OR USING OUR SERVICES, YOU AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT AND THE CONDITIONS OF USE STATED HEREIN, DO NOT USE THE SERVICES.*

This User Agreement & Terms of Service (collectively, the “Agreement”) is a legally binding agreement between you (“You,” “Your,” or “User”) and The American University in Cairo., doing business as AUC-Bike Share Program, and doing business as AUC (“AUC,” “We,” “Us,” or “Our”). This Agreement states the material terms and conditions that governs Your use of Our Services.

### **Services are comprised of the following:**

- 1) Bike Share bicycle and E-Bikes stations locations (“Bike Station”)
- 2) Bike Share bicycles (“Bike”), electric bicycles (“E-Bike”), electric scooters (“E-Scooters”). E-bikes and E-scooters are collectively referred to as “E-vehicles.” Bikes and E-vehicles are collectively referred to as “Products,”
- 3) All other related equipment, maintenance, charging of the E-vehicles, personnel, mobile applications, other software and information provided or made available by Us; and
- 4) Use of AUC official Webpage <https://www.aucegypt.edu/campus-life/bike-share> (including any versions optimized for viewing on a wireless or tablet device), AUC mobile application (the “App”) and any interactive features, and/or other services that We make available and that post a link to this Agreement.

This Agreement, together with all updates, supplements, additional terms, and all of Our rules and policies collectively constitute this “Agreement” between You and Us.

We agree to allow You to rent the Products, subject to the terms and conditions set forth in this Agreement. Unless otherwise indicated, all values set forth in this Agreement shall be deemed to be denominated in Egyptian Pounds (EGP) paid through your AUC-Coin account.

## **1. RENTAL AND USE OF PRODUCTS.**

1.1. Subject to Section 1.2 below regarding the limited use of Products by minors, You certify and expressly agree that You are the sole renter and You are responsible for compliance with all terms and conditions contained in this Agreement. You understand that when You use a Product, the Product must be used ONLY BY YOU. You must not allow others to use a Product that You have activated.

1.2. You represent and certify that You are at least 16 years old, and are of possession of a valid Egyptian National ID or international ID or passport in you also have to have a valid AUC ID. **OPERATION OR USE OF ANY Bike and/or E-VEHICLES BY ANY MINOR IS EXPRESSLY PROHIBITED.**

1.3. You represent and certify that You are familiar with the operation of the Product, and You are reasonably competent and physically fit to use the Product. By choosing to use a Product, you assume all responsibilities and risks for any injuries and/or medical conditions. You are also responsible for determining weather conditions, including rain, wind, sand storms, and/or any other conditions which, whether caused by the weather or otherwise, make it dangerous to operate a Product.

1.4. Products are the Exclusive Property of AUC: You agree that the Products, and any AUC equipment attached thereto, at all times, remain the exclusive property of AUC. You must not dismantle, write on, or otherwise modify,

repair or deface any Products, or any part of any of the Products, or any other AUC equipment in any way. You must not write on, peel, or otherwise modify or deface any sticker on a Products in any way. You must not use any Products for any advertising or commercial purpose.

1.5. You expressly agree that You will only use the Products in areas where the Products are allowed in. The designated routes/Bike lanes are expressly mentioned in the webpage and shown in the printed maps on each Bike Station. You agree that You will use products only in allowed routes and paths and will not use any Products in any restricted areas (such as plaza area or any other restricted areas on AUC's campus), and You assume all responsibility and liability for any operation of any Product in any restricted area, and fines may be applied as result of such violation at AUC's sole discretion

Designated bike routes shall be followed through bike lane markings and signs and shall be within inner campus entrances which are mentioned in details on the webpage, App and on the printed maps available at the Bike Stations

Designated Parking racks shall be available at Sports station and Admin Station.

Restricted areas shall include Plaza area/any pedestrian paths, club car routes, vehicles roads, any place outside the inner campus entrances. and/or any other place mentioned in the Webpage, App and the printed maps available at the Bike Stations

1.6. You agree to follow all AUC's rules, regulations, and/or policies during the operation of the Products, including, without limitation, helmet rules and AUC's drug and alcohol policy.

1.7. You authorize Us to contact You directly by AUC email or phone number regarding any fines and/or penalties incurred by You as a result of violating these rules while the Product was rented to You.

**1.8. Prohibited Acts: YOU EXPRESSLY CERTIFY AND AGREE THAT YOU WILL NOT:**

1.8.1. Operate any Product in violation of any the rules, and regulations, mentioned herein and all AUC's policies, including any parking violations and operating the Products in AUC's Plaza Area.

1.8.2. Operate any Product while carrying any briefcase, backpack, bag, or other item if it impedes Your ability to operate safely the Product.

1.8.3. Use any cellular telephone, text messaging Device, portable music player, and/or any other Device that may distract You from safely operating any Product.

1.8.4. Carry any other person on any of the Products.

1.8.5. Use locking mechanisms other than those provided by AUC- Bike Sharing system.

1.8.6. Park any Product in a manner that does not strictly comply with all the rules, and regulations mentioned herein and the designated parking spots mentioned in the App. You expressly agree that You are responsible for becoming familiar with any and all applicable rules and regulations in operating any Product inside the AUC.

1.8.7. Park or place any Product in a manner that prevents AUC from accessing it. If You violate this Section, AUC may charge You for a penalty up to 1000 EGP, in Our sole and absolute discretion.

1.8.8 Operate any Product without wearing a Snell, CPSC, ANSI or ASTM approved helmet that has been properly sized, fitted and fastened according to the manufacturer's instructions at all times while riding the Products;

**Any violation to this Section 1.8, Your Bike Sharing account will be locked and shall be prohibited from using "Bike-Sharing Program" for 2 months, and AUC may charge You violation fees up to 1000 EGP, in Our sole and absolute discretion.**

1.9. Weight and Cargo Limits: You must not exceed the maximum weight limit for any Products (120 KGs) or the cargo carrier/basket on any Products

(5 KGs), and You must not otherwise use the cargo carrier improperly with regard to type of contents or any visual obstruction or riding impediment. You acknowledge that the front carrier/basket and/or back basket of any Product is intended for light goods only, and that You will not carry people or animals anywhere on any Product.

1.10. You must not tamper with, attempt to gain unauthorized access to, or otherwise use any Product in a manner that does not comply with these Terms and Conditions.

1.11. You must report any accident, crash, damage, personal injury, stolen or lost Product to AUC's responsible person as soon as possible either through the App or through <https://www.aucegypt.edu/campus-life/bike-share>.

1.12. You are Responsible for Product Damage: Vandalism/ theft: You agree to return any Product to AUC in the same condition in which such Product was rented. You agree that You will be responsible for the cost of repairing and/or replacing any Product that You damage and/or cause damage to. You will not be responsible for normal wear and tear of the Products. If You vandalize and/or lose any Product, you shall be liable for up to 5,000 EGP for each Bike, 20,000 EGP for each E- Bike or E- Scooter, in AUC's sole and absolute discretion.

1.13. You agree and acknowledge that E-vehicles may not be available at all times. E-vehicles require periodic charging of batteries in order to operate. You agree to use and operate E-vehicles safely and prudently and comply with all restrictions and requirements associated with E-vehicles, as set forth in these Terms and Conditions. You understand and agree to the following:

1.13.1. The level of charge power remaining in the E-vehicle will decrease with use of the E-vehicle (over both time and distance), and that as the level of charge power decreases, the speed and other operational capabilities of the E-vehicle may decrease (or cease in their entirety).

1.13.2. The level of charging power in the E-vehicle at the time You initiate the rental or operation of E-vehicle is not guaranteed and will vary with each rental use.

1.13.3. The rate of loss of charging power during the use of the E-vehicle is not guaranteed and will vary based on the E-vehicle, road conditions, weather conditions and/or other factors.

1.13.4. It is Your responsibility to check the level of charge power in the E-vehicle and to ensure that it is adequate for the ride before initiating operation of the E-vehicle. E-vehicle charge level can be checked prior to riding under the bike seat using a battery button.

1.13.5. AUC does not guarantee the distance and/or time that You may operate any E-vehicle before it loses charging power completely. The E-vehicle may run out of charging power and cease to operate at any time during Your rental of the E-vehicle, including before reaching Your desired destination.

## **2. PAYMENT AND FEES.**

2.1 You agree to pay for the rent of the Products through your AUC coin account as per the hourly/minute rates mentioned in the Webpage and the App.

2.2 You authorize Us to bill You directly to the AUC –Coin account.

2.3. Fees: You may use the Products on a payment basis described in the App. AUC will charge Your AUC-Coin account the amount of the fees as per the pricing scheme mentioned in the App.

2.4. Promo Codes: Promo codes (“Discounts”) are one-time offers and can only be redeemed via the App. AUC reserves the right to modify or cancel Discounts at any time. Discounts are limited to one per customer and account and may not be combined with other offers. Discounts are non-transferable and may not be resold.

2.5. Maximum Rental Time and Charges: Maximum rental time is 6-hours to be calculated during Winter from 7 am to 5pm and during Summer from 7 am to 7 pm. You agree that You will deactivate the Product rental within 6-hours of time that rental of the Product began. You may then rent again. You agree that. If Products not returned after the 6 hours mentioned above you will be charged an amount of EGP 120 for E Vehicles and EGP 60 for Bikes for each extra hour with a maximum of 6 hours after which if the product is not returned it will be considered lost or stolen, and You may be charged up to 5000 EGP for each Bike, 20,000 EGP for each E- bike or E- scooter, and a case will be filed against You.

2.5. Valid AUC ID number and "AUC –Coin account": You must input a valid AUC ID number, expiration date and minimum balance of AUC Coin equivalent to 6 hours of rental before You will be registered to use the Services. If You dispute any charge on Your AUC-Coin account, then You must contact AUC within 10 business days from the end of the month with the disputed charge, provide to AUC information that is necessary to identify the disputed charge, such as the date of the trip and the approximate starting and ending times. You agree to immediately inform AUC of all changes relating to Your account.