

## Terms of Use of the Bicycle Rental Service "SNFCC Bikes"

### ARTICLE 1 – Scope of the Service

These terms of use govern the bicycle rental service "SNFCC Bikes" (hereinafter the "Service") provided by the STAVROS NIARCHOS FOUNDATION CULTURAL CENTER SINGLE MEMBER S.A., with registered seat at 364 Syggrou Avenue, Postal Code 17674 (hereinafter "SNFCC S.A.") to the public (hereinafter the "User of the Service" or the "User"). The Service is provided at the bicycle rental station, located in the SNFCC parking lot (hereinafter the "Bike Rental Station"), Monday through Sunday, 10:00–20:00 for the months of November through March, and 10:00–22:00 for the months of April through October, unless otherwise stipulated by SNFCC S.A.

### ARTICLE 2 – Basic Rules

1. The bicycle rental contract is concluded exclusively by persons over 18 years of age. The use of a bicycle by a minor is possible only if the bicycle rental contract is concluded by the parent or legal guardian, or an adult chaperon that has the consent of the parent or legal guardian, who will be responsible for complying with the present terms of use and supervising the minor throughout the duration of his or her cycling. In case of a bicycle use by a minor, the accompanying adult acknowledges that he or she is legally responsible for all actions of the minor and undertakes all obligations arising from these terms.

2. The rental of the bicycle, its receipt by the User and its return to SNFCC S.A. take place exclusively during operating hours of the Bike Rental Station as defined above.

3. The cost of the Service is €1 incl. VAT for each rental hour of each bicycle. The User is obliged, upon return of the bicycle, to pay the cost of the Service corresponding to the hours of bike use to SNFCC S.A., either by card (debit or credit) or in cash.

4. The User of the Service accepts that the use of bicycles is done under his or her own responsibility and declares that he or she is fully aware of the inherent risks associated with the use of a bicycle, that he or she is able to use a bicycle and that his or her state of health allows the said activity. SNFCC S.A. bears no liability for damages that may be incurred by the use of the bicycle to the User's health or to third parties, and the User already releases SNFCC S.A. from any such liability.

5. The User of the Service is obliged to comply with the law, safety and road traffic rules, as they apply from time to time. Please note that the use of bicycles is prohibited at the Stavros Niarchos Park. SNFCC S.A. does not offer safe driving instructions or route advice. We recommend the use of an approved helmet and clothing suitable for cycling, adjustment of the saddle according to the morphology of the User's body, and special attention to braking in case of rain.

6. The User of the Service must treat the bicycle with respect and assumes full responsibility for the proper and lawful use of the bicycle. Any action other than the predetermined use of the bicycle, its use on terrain or in natural conditions prone to causing damage to it, carrying a load of more than 10 kg on adult bikes (including the basket space) and more than 3 kg on children's bikes, carrying a passenger, or any other use that might damage the bicycle or endanger the safety and health of the User or a third party is prohibited. In the event of a fine or other penalty or fee, or in the event of the bicycle being towed away or foreclosed, the User will be liable for the related costs. The User of the Service is solely responsible for any damage incurred during their use of the bicycle, due to or on the occasion of their use of the bicycle, to SNFCC S.A. and/or to third parties.

7. It is prohibited to lend, rent or grant use of the bicycle to a third person (with the exception of its use by the minor accompanied by the User of the Service, in accordance with condition 1 of these terms).

8. The maximum rental duration of the bicycle is 5 hours from its receipt. Before receiving it, the User is obliged to inspect the condition of the bicycle and its functional elements, and from that point forward he or she is solely responsible for any damage caused due to or on the occasion of their use of the bicycle, to SNFCC S.A. and/or to third parties. The User of the Service is obliged to return the bicycle to the Bike Rental Station staff in the condition in which he or she received it, within the above time period.

In the event that the bicycle is returned with damage or wear, the User of the Service will be responsible for the cost of its repair or replacement. The cost may amount up to 400 euros, depending on the amount of the related expenses.

9. The User of the Service is responsible for the bicycle in his or her possession and is obliged to protect it against theft or loss. In the event that the bicycle is not returned for any reason at the scheduled time of return, the bike will be considered lost or stolen, depending on the circumstances, and the User of the Service will be obliged to pay SNFCC S.A. the amount of 400 euros.

The User of the Service is obliged to report any accident, collision, damage, injury, theft, loss, or any other problem/incident concerning SNFCC, immediately and without any undue delay. This notification obligation does not exempt the User of the Service from any liability in accordance with these terms.

10. The User is obliged to return the bicycle at any time if a violation of the present terms or the applicable legislation is observed as soon as he or she is notified by SNFCC S.A. by any appropriate means.

11. The User declares that all the information he or she is providing in the context of the Service is true and accurate.

### ARTICLE 3 – Obligations and Rights of SNFCC S.A.

1. SNFCC S.A. bears no responsibility for any damage towards the User of the Service or any third party for the actions or omissions of the User of the Service.

2. In any event of non-compliance with the present terms and SNFCC operating regulations, or violation of the Law by the User of the Service, SNFCC S.A. reserves the right to deny or terminate access to the Service, without providing any further justification.

3. SNFCC S.A. is not liable in the event that it is unable to provide the Service for any reason.

### ARTICLE 4 – Notification about the Protection of Personal Data

1. SNFCC S.A. is the Controller of your personal data collected in the context of the Service.

2. The processing of your personal data is governed by the present term, by the relevant provisions of the applicable personal data legislation, as well as by the relevant decisions, directives and regulatory acts of the Hellenic Data Protection Authority.

3. Your data is being collected and processed solely for the purpose of the Service, and for the notices you need to receive regarding the Service, in pursuant to Article 6 § 1b of the GDPR. More specifically, we will collect your full name, the number and date of issue of your official identification document (police ID, passport, driver's license, etc.), your telephone number, your email address, your date of birth and your home address. SNFCC S.A.

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may send you a questionnaire about the Service in order to utilize your evaluation to improve its services in the context of fulfilling its legitimate interests (Article 6 § 1f of the GDPR).

If you wish to receive updates on SNFCC S.A.'s news and all events/activities, and as long as you provide your explicit consent, SNFCC S.A. will use the phone number or your email you provided to inform you about all SNFCC S.A.'s events and news in accordance with Article 6 § 1 a GDPR, until you choose to withdraw the relevant consent by following the "Unsubscribe" link in each update you receive.

Your data is kept in electronic and/or printed format for the time period required to fulfill the purpose of processing, and in any case will be deleted within five (5) years from the rental of the bicycle, unless otherwise specified under these terms. In particular, the details of the official identification document, i.e. the document number and date of issue, will only be kept for as long as the User uses the bicycle and, in any case, until the bicycle is returned to SNFCC S.A.

**4.** SNFCC S.A. may communicate your information to third parties (natural persons or legal entities) that provide support services to SNFCC S.A. in relation to the Service, and/or IT service providers, only to the extent that this is necessary for the performance of their obligations towards SNFCC S.A. and not for their own benefit. In this case, the aforementioned third parties act as Processors on behalf of SNFCC S.A. and are contractually bound to implement adequate technical and organizational security measures in accordance with the applicable legislation.

**5.** We do not transfer your personal data outside the European Economic Area (EEA), and in the event that this needs to happen, we will ensure that the transfer is lawful and takes place under the appropriate guarantees in accordance with the provisions of Regulation (EU) 2016/679 (GDPR).

**6.** The security of your personal data is highly important to us, and therefore we attempt to implement and maintain security procedures and protocols, as well as practices appropriate to the nature of the information we store, in order to protect it from unauthorized access, destruction, use, alteration, or disclosure. However, regardless of the best efforts and measures implement, do not guarantee the absolute protection and security of your personal data.

**7.** You may exercise at any time your right to access any personal data concerning you. In addition, you have the right to request the rectification of your personal data, as well as, if the relevant conditions of the Law are met, to exercise the right to erasure, the right to restriction of processing, the right to portability of your data, and the right to objection to the processing of your data. You may withdraw your consent to receive e-mails, without however affecting the lawfulness of the processing which was based on it before its withdrawal. You also have the right to lodge a complaint before the competent Supervisory Authority (Hellenic Data Protection Authority, 1 Kifisias Avenue, GR-115 23 Athens, [complaints@dpa.gr](mailto:complaints@dpa.gr)).

**8.** For more information on the Protection Policy of SNFCC S.A., please visit our website. For any information regarding this notification, please contact us at [dpo@snfcc.org](mailto:dpo@snfcc.org).

### ARTICLE 5 – General Provisions

**1.** These terms of use, as they apply from time to time, are an integral part of the rental agreement, and are posted on the website <https://www.snfcc.org/en/your-visit/bikes>. SNFCC S.A. reserves the right to modify any of these terms and conditions by notice posted on the website [www.SNFCC.org](http://www.SNFCC.org) and/or through any appropriate means at its reasonable discretion, for any reason. The revised terms of use supersede all prior versions.

**2.** Any dispute that may arise in relation to the Service is governed by and interpreted in accordance with Greek Law and is subject to the exclusive jurisdiction of the courts of Athens.

**3.** In any case, use of the Service entails the unconditional acceptance of these terms of use.

**4.** The User of the Service may submit a written report/protest within a period of three (3) months from the date on which the events referred to occurred, to the electronic address [info@snfcc.org](mailto:info@snfcc.org) or by post to the aforementioned address of the headquarters of SNFCC S.A.

**5.** This is the latest version of the terms of use of the Service, effective as of 15.03.2023.