



France (Français)

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Users Agreement and Terms and Conditions of Service

Customer Service:

Email:



Last Update: October 30, 2019

User Agreement - France

THANK YOU FOR CHOOSING LIME!

These terms ("Terms") govern your use of our various products, services, apps and software we offer (please visit www.li.me for details) (collectively, our "Services"). They are provided to you by Lime S.A.R.L. By using our Services

(including using our App or creating a user account, for example), you are agreeing to these Terms, including that you are of legal age to enter into binding contracts, so please read them carefully. You are also agreeing that you have authority to agree to these Terms.

If you don't agree to these Terms, you may not use our Services. We may amend these Terms from time to time, and the revised version will be effective when posted on this website. We will notify you at least 30 days before making any changes to these Terms and you will first be able to review any revised version of these Terms before they are made effective, however. The revised Terms will supersede any previous versions. These Terms also expressly supersede any prior agreements or arrangements we may have with you. You may of course stop using our Services at any time, and we may terminate these Terms or your use of any Services, or generally cease offering or deny access to any portion of the Services, at any time (but if you disagree with, or wish to challenge, any such termination or cessation by us, please contact us at support@li.me with the relevant details). Specific terms covering subscriptions to our Services are set out below. They outline additional notice periods that you are entitled to before we made any changes to pricing or other important subscription terms.

Please note that your home city may also have additional terms and conditions that you should be aware of when you use our Services – please check this [list](#) to see if there are any for your city.

1. What Lime Offers

Lime was founded on the simple idea that all communities deserve access to smart, affordable mobility. Our Services help make this idea a reality. We are continually evolving our Services, and as of the date above, they include electric

and non-electric bikes along with their respective parking locations and electric scooters. In these Terms, we often refer to these as a “Product” or all them collectively as “Products”. Our Services also include our mobile application (the “App”), all other related equipment, maintenance, charging, personnel, our websites, and any other information, technology and services provided or otherwise made available to you in our discretion. We offer our Services as a convenience to those who are able and qualified to operate them, and alternative means of public and private transportation are available to you and the general public.

2. Your Lime User Account

- **Account Set Up.** You need an account to use our Services, which requires a valid debit or credit card or other approved payment method with expiration date (which is passed to our third party payment processor – we do not receive or store this information ourselves) as well as other requested information depending on the Product. The provision of this information is necessary in order to provide the Services to you. Alternative account creation and payment methods are available for some of our products and services if they are available in your area, such as **LimeAccess**. What you provide us must be true, accurate, complete and updated as necessary to remain accurate. Create a username and a strong password and don’t share either with anyone – your account is personal to you and not intended for anyone else, and you are responsible for all activity that occurs under it (except in the case of a breach of our security obligations). Let us know immediately if you suspect unauthorized use of your account. For more information about how we use your personal information, please see our Privacy Notice which you can access at **[li.me/privacy](https://www.li.me/privacy)**.

- **A Note on Fraud. We take it seriously, both for your protection and ours. You may only use a payment method that you have the legal right to use and you authorize us to charge this payment method for any charges you incur. If we suspect that any information you've provided is inaccurate, incomplete or fraudulent, we may suspend or terminate your account upon notice if and until the issue is resolved. During that time, you will lose access to some or all of our Services, either temporarily or permanently.**

3. Using the App and our Services

You can use the App to locate, reserve and rent our available Products. Please understand that for supply and related reasons, we reserve the right to accept or reject your reservation requests. If your reservation via the App is rejected after your request, you'll receive the applicable refund assuming your payment method was charged in the first place. If pricing in the App turns out to be incorrect for any reason, we reserve the right to reject a corresponding reservation and will issue you the applicable refund.

- **A Few Essential Rules.**
- **You must be the only user of our Services, other than minors on non-electric bikes but additional rules in these Terms or otherwise communicated to you may also apply.**
- **You are at least 18 or legal age of majority if different.**
- **You are able to operate our Products in a competent manner. You know how to use them and are physically able to do so. You understand that adverse weather conditions can impact safety and you are able to respond accordingly (like adjusting your braking distance in the rain, for example). This may also mean not using certain Products at all. Also note that we**

don't provide routing directions or advice, so the route you choose is up to you.

- **While we do our best to educate you on local laws and regulations governing how to use our Products, please ensure that you have familiarized yourself with these laws and regulations as well, which you must follow when you use our Services. Don't use our Services in prohibited areas, and make sure you understand the laws on sidewalk use, parking (don't obstruct or block pedestrian traffic, for example) and alcohol/drug use during operation.**
- **It is forbidden to tamper with, vandalize or try to gain unauthorized access to our Services.**
- **Minors over 16 can use non-electric bikes only that you have rented, but they must wear a helmet and perform the necessary safety-checks (both discussed below), and you must educate them on the laws that apply to them and supervise their use at all times. You are legally responsible for all their activity as if it was your own.**
- **Safety First! – Helmets and Safety Checks.**

We recommend that you wear a helmet any time you use any of our bikes and scooters, preferably Snell, CPSC, ANSI or ASTM-approved. It should be sized, fitted and fastened per manufacturer instructions. Helmets and other protective gear are no guarantee against personal injury, but better to be safe than sorry. Helmets are required by law in some areas, so definitely wear one if those laws apply to you. If you choose not to wear a helmet and are injured, you chose to take that risk and we are not responsible (unless something we did or didn't do was the actual cause of such injury).

We do our best to keep each Product in good condition, but they get a lot of use serving all of our customers' mobility needs. Perform a safety check on the Product before you use it, including all of these:

- **Check its general condition, the trueness of its wheels and, for a bike, the condition of its**
- **Do its brakes and lights work?**
- **Are the seat, pedals and basket properly attached if it's a bike?**
- **Is the battery charged if its electric?**
- **Is there any other sign of damage, unusual or excessive wear or is maintenance needed?**

Something could have happened to the Product since its condition was last checked, and we need you to tell us if something isn't working properly if you notice it before we do. Please tell us whenever possible by contacting us at support@li.me. If you notice any of these or other issues in a Product before your use, don't use it. Reserve another one instead. If you notice something during use, stop your trip as safely as you can and as soon as possible. If you don't report these issues, we may have to attribute them to you, including holding you responsible for any associated costs.

- **Additional Rules for Electric Products.**
- **We don't have unlimited amounts of electric Products and they aren't always available. This actually goes for our non-electric Products too.**
- **Electric Products require periodic battery charging to operate. Their level of charge power will decrease with use over both time and distance. They**

lose their battery charge for various reasons, including due to weather, road conditions, Product type and other factors.

- It is your responsibility to be aware of the level of charge power in the Product you are renting and use your judgment to decide whether it will get you where you intend to go with its current battery level. As part of our Services, we work diligently to ensure that our Products have adequate charge for your general use, but we don't know where you intend to go and we can't guarantee the electric Product you rent has enough charge power to get you there.

4. Be Safe When Using Our Products!

We want a safe experience for you and those around you in your community, and that means we have some rules. Aside from simply exercising caution and good judgment, you shouldn't carry any items (like a briefcase or a bag) or use any device (like a cell phone or other portable device) if they impair or hinder safe use (no texting while using our Services, for example). There will not always be a designated place for you to ride, such as a bike lane, so exercise caution when riding around cars and other traffic (we aren't responsible for the actions of drivers). You shall not use our Services while under the influence of alcohol, drugs or other substances. Don't carry other people or animals while using our Services. Please don't lock up any Product with a lock that isn't ours, because then we can't unlock it (!). Please don't leave a Product in a manner or location which we can't access (if everyone did that, there would be no Products to use). We may charge you up to €405, depending on our costs incurred in retrieving any Product due to your actions.

You are also not permitted to use our Services to participate in activities beyond a particular Product's intended use. Some of these are obvious, but for example, no racing, mountain riding, stunts or trick-riding, and don't take a Product off-

road or through massive amounts of water (beyond normal urban riding, of course). All of these uses can damage our Products. You may not use our Services for hire, reward or for any other commercial use (like advertising, ride-sharing or food delivery). And of course, do not use our Services in connection with the violation of any law.

5. Treat Our Products Like They Were Your Own!

- **Proper Use.** If all customers treat our Products with respect, more of them will be available to use and in better condition. Our Products are unfortunately not indestructible, so please take good care of them when they are in your hands. They have weight limitations – 136 kg for all bikes and scooters (but 8 kg pounds for cargo in a bike's front basket). We expect you to use the Products safely, including when you carry cargo in general. For example, don't carry cargo in a bike's front basket if it blocks your visibility.
- **Damage.** We expect that other than normal wear and tear, you'll return (meaning locking up and deactivating) a Product in the same condition in which you received it. If you damage it (accidentally or intentionally), or fail to properly return it and damage occurs, you'll be responsible for the associated costs, except in the case of a breach of our obligations. This can get pricey – up to €533 for non-electric bikes and €1,797 for the electric ones and for €1,190 scooters - these amounts are determined based upon the costs of repair or replacement of the relevant Product. The same charges will apply for any Product not returned within 48 hours of rental, which we consider lost or stolen and, depending on the circumstances, we may need to file a police report against you. We also reserve the right to take any action against you that the law allows, including holding you liable for the value of the Product.

- **Rental Periods.** You can rent a Product for up to 24 hours. Keep track of your time as we don't do it for you. You need to return it within that time period, and after that, you can rent again. Each Product has a maximum 24-hour rental fee €46 for non-electric bikes and €180 for the electric versions. When you return a Product, you'll be charged the lesser of your accumulated rental charges based on our in-App pricing or the maximum 24 hour fee. For rentals over 24 hours but not deemed lost or stolen, we may charge you a €23 service fee.
- **Product Pick-Up.** If you are unable to return a Product to a valid area (for example, you have to leave it on private property, in a locked community or an otherwise unreachable area), and you ask that we pick that Product up, we may charge you a pick-up fee of up to €110. If you abandon a Product, you'll be responsible for all associated fees until it's recovered, plus a service charge of up to €110, depending on the time and effort associated with recovering the Product. If you disagree with any charge, you may contact us at support@li.me to dispute it.
- **Accidents or Damage to Products Generally.** You must report any accident, crash, damage, personal injury, or a stolen or lost Product to us as soon as possible. If an accident involves personal injury, property damage or a stolen Product, you must file a report with the local police department within 24 hours, or as soon as possible.

6. Financial Terms

- **Pricing & Payment.**

You may rent our Services on a per-ride or subscription basis (where subscriptions are available). All pricing can be found in the App or at www.li.me. Please note that we may change pricing for our Services as we deem necessary or appropriate for our business. We invite you to check regularly our pricing. In case you rent our Services on subscription basis, any price changes will apply to you no earlier than 30 days following notice to you and after the start of the next subscription period. In this case, you may terminate your subscription at the end of the current subscription period. Our pricing is inclusive of taxes (such as VAT and other applicable governmental charges. All of these will be charged to your preferred payment method designated in your account based on your use. We will automatically charge and withhold the applicable taxes if required by law. All payments to us are made through a third-party payment processor in the form of payment accepted by them. If you disagree with any charges we have made to your account, you must let us know as soon as possible after you have become aware of the issue. To resolve any disputed charges, we will need certain trip information, including the date and approximate start and end times of your trip. As a policy, we do not offer refunds for your use of our Services.

- **Promotional Codes.**

At various times we provide promotional codes for discounted trips, which may be subject to additional terms that will be presented to you in connection with a particular promotion that you'll need to carefully review and agree to if you'd like to take part in it. Please understand that these are one-time offers, are only redeemable via the App and we may modify or cancel them at any time. We limit these to 1 per user and account, they can't be combined with other offers, they will expire in accordance with their terms and are not transferable or permitted to be resold.

- **Subscriptions.**

If available in your area, you may use our Services by purchasing a monthly subscription. There are some additional rules about subscriptions:

- **Your subscription will begin on the date we confirm our receipt of your first payment, and our third party payment processor will charge your preferred payment method within 30 days of authorization. Your subscription will continue for the period of time you selected at sign-up (or month-to-month if no period was specified for some reason).**
- **The applicable price is the price at the time you submit your order (we reserve the right to change prices over time, with the limitation set out in Section 6.1, and we do not provide price protection or refunds in the event of a price drop or promotional offering). We'll automatically bill and charge you each month during the term of your subscription.**
- **We may offer a variety of membership plans, including free trials, discounted pricing for limited times or special third-party promotional plans that may have different or additional terms that will be disclosed to you at or before sign-up. Some of these are offered by third parties and will be indicated as such, and we are not responsible for their products and services. With free trials, some credit card companies may place a temporary hold on your payment method for your first payment.**
- **We reserve the right to modify, terminate or otherwise amend any subscription membership plans, provided that you'll have 14 days' prior written notice before we do so and are entitled to a full refund if you'd prefer to cancel your subscription rather than continue under any modified or amended terms.**
- **You may cancel your subscription, but if it's in the middle of your subscription term, you will not receive a refund for partial months and it**

may mean you forfeit any membership fee. In either case, you will of course be entitled to continue using the Services until the end of the period for which you've paid before your subscription terminates. This does not affect any right to cancel you may have under Section 7 below. We may cancel your subscription upon notice if you fail to pay amounts due, or if you are in material breach of these Terms.

- Your subscription will automatically renew at the then-current prices for the same length of time as your original membership term. It will continue indefinitely unless you cancel it before the end of your then-current subscription term. Our pricing and applicable taxes and fees may change over time, so the pricing from one subscription term to the next may be different. We reserve the right to change subscription pricing at any time, but if we do, we'll give you written notice of such change first. If you don't agree with the new pricing, you can cancel your subscription without penalty and can continue using the Services through the end of the period for which you've paid at the previous pricing.

The following provisions of the French consumer code shall apply when your subscription period is more than 1 month:

- Article L.215-1: For service contracts having a definite term with a tacit renewal clause, the business shall inform the consumer in writing, by dedicated mail or email, at the soonest 3 months and at the latest 1 month prior to the deadline for terminating the contract of his/her ability not to renew the contract. This information shall be provided by clear and understandable terms and shall mention, within a frame, the termination deadline.

When this information has not been provided according to the first paragraph, the consumer is entitled to freely terminate the contract any time as from the renewal date.

Prepayments made after the last renewal date or, for indefinite term contracts, after the date of transformation of the definite term contract, are reimbursed within 30 days as from the termination date, net of the amounts due for performance of the contract until said termination date.

Provisions of this article apply notwithstanding articles submitting some contracts to specific rules regarding the consumer information.

- **Article L.215-3: Provisions of this chapter are also applicable to contracts between businesses and non-professionals.**
- **Article L.241-3: When the business has not reimbursed the consumer pursuant to article L. 215-1, the outstanding sums shall bear interests at the legal rate.**
- **Fines and Fees.**

When you are using our Services, you must comply with the laws that apply to you. If you receive a ticket or a fine, cause a Product to be towed and/or impounded or receive any other penalties or fees, you'll be responsible for the associated costs, except in the case of a breach of our obligations. We cooperate with all governmental officials in their enforcement of the applicable laws, and for expediency we may pay amounts you owe on your behalf and provide any necessary information requested or required by the applicable government agencies. If we do so, you are required to pay us back plus a reasonable administrative fee plus any applicable costs associated with third party collection or administrative agents if we have to use them to resolve the issue. By agreeing to these Terms, you agree that we may charge these amounts to your preferred payment method indicated in your account, and we may need to contact you for additional information.

7. Consumer cancellation rights for subscriptions

As a consumer, you have a statutory withdrawal right and you have the right to cancel a subscription within 14 days after the date we send you the confirmation of our acceptance of your subscription request. However, you acknowledge that we start provision of the subscription Services immediately following this confirmation (which, by registering for a subscription, you request us to do) and that if you cancel within the 14-day period then the charge you pay us (and which we will deduct from any refund otherwise due to you) will be proportionate to number of days in the month through which the Subscription Services have been provided.

To cancel a subscription, please contact us at support@li.me and provide your name, address and order preference. The cancellation form you can use, without being obliged to, is at the end of these Terms. Details of the consumer rights described above, and an explanation of how to exercise them, are provided with our confirmation of acceptance of your subscription. Nothing in this section affects your legal rights.

8. Liability of the Released Parties

When we use the term “Released Parties” in these Terms, we mean (i) us and our affiliates and subsidiaries and our and their respective owners, managers, officers, employees, directors, agents, representatives, successors, assigns, licensees, distributors, vendors and third parties with whom we authorize or otherwise partner with to distribute, market or otherwise commercialize the Services, (ii) municipalities and public entities (including all of their respective elected and appointed officers, officials, employees and agents) which authorize us to operate any of the Services, and (iii) to the extent you access the Services using a third party application, website, content, product or service,

that third party and all of its affiliates and subsidiaries and each of their respective owners, managers, officers, employees, directors, agents, representatives, successors and assigns.

Nothing in these Terms shall limit or exclude the Released Parties' liability to you:

- for death or personal injury caused by the Released Parties' fault, including negligence;**
- for fraudulent misrepresentation;**
- for any other liability that, by law, may not be limited or excluded, such as for any liability directly resulting from the Released Parties' fault.**

The Released Parties will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by a force majeure event, as defined under Article 1218 of the French Civil Code.

Our products are machines and there is inherent risk associated with using them, including due to malfunction no matter how well they are maintained. These risks are not always obvious, and they may cause property damage, injury or even death to you or others. Subject to the above, by using our services, you agree that you understand these risks, that it is your responsibility to use our services safely. You are responsible for any harm you cause to other people or property (unless something we did or didn't do was the actual cause of such harm).

9. Your responsibilities

Subject to Section 8 above, you agree that you are responsible for any and all claims, actions, damages, demands, and liabilities resulting directly from (i) your breach or violation of any of these Terms or any applicable law, (ii) any of the Released Parties' use of your content discussed in Section 12, or (iii) your violation of the rights of any third party. You agree that the obligations in this Section 9 will survive any termination of these Terms, your user account or your access to our Services generally, without prejudice of any applicable statute of limitations.

10. Your Personal Information

We collect and use your personal information in order to provide the Services to you. For example, we process information such as your name, contact details and payment details so that you can register for an account with us and use our Services. It is also necessary for us to process information about you, such as information about your trips in order to provide our Services. For more information about how we use your personal information, please read our Privacy Notice which you can access at www.li.me/privacy.

11. Intellectual Property

◦ Our Limited License to You

Subject to these Terms, we grant you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access and use the App and our related software and services on your personal device solely for your use of our Services. Such rights are for your personal, noncommercial use only. Any rights not expressly granted herein are reserved by us and our licensors. You are not allowed to copy, modify, distribute, sell or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of the Services or software, unless under conditions set out in Article L. 122-6-1 of the French Intellectual Property Code or you have our written permission to do so. Don't do anything that places an unreasonably large load on our Services' infrastructure, use any robots, spiders, scrapers or

other automated means to access our Services, try to interfere with the proper working of our Service or attempt to bypass any of our security measures to access the Services.

- **Ownership**

The Services are our exclusive property, and your use of them does not transfer any ownership rights to you. Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access, and except for the limited license granted to you above, all rights therein (including all intellectual property) belong to us or our licensors. You may not use content from our Services without our express prior permission or as otherwise permitted by law. These Terms do not grant you the right to use any trademarks, branding or logos used in our Services or otherwise, including in any advertising or publicity or to imply our endorsement in any way. Please do not obscure or alter any legal notices displayed in, along with or in connection with our Services.

12. Content Provided by You

You may at times be invited to submit content to us (like a comment to a blog post, to participate in our communities or provide user tips). You retain ownership of this content but we ask that you make sure you have the right to submit it to us in the first place, because when you submit it, you give us (and those we work with) a worldwide license to use, host, store, reproduce, edit, create derivative works, communicate, publish, publicly perform, publicly display and distribute it on our websites and/or App for the purposes of improving the user experience and our Services as well as your name, voice and/or likeness if also submitted and to the extent permissible by applicable law. This license continues even if you stop using our Services and for a period of time of 10 years after termination of this Terms. If you submit feedback or suggestions about our Services, we may use the information contained in your feedback or suggestions without obligation to you. Any content you submit is deemed non-confidential.

Do not submit any content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful or otherwise offensive (we will be the judge of whether your content meets any of these descriptions). The same goes for “spam” or unsolicited advertising. Submission of any of the following may result in suspension or termination of your user account, including where required by law). We have the right, but not the obligation, to review or monitor your content. We may also have to remove your content at any time without notice each time we become aware that such content is unlawful.

13. Third Party Services and Content

The Services may be made available or accessed in connection with services and content (including advertising) controlled by third parties with different terms of use and privacy policies. We don’t endorse these third party services and content and we are not responsible or liable for any of their products or services. Additionally, Apple Inc., Google, Inc., Microsoft Corporation and/or BlackBerry Limited will be a third-party beneficiary to these Terms if you access the Services using applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to these Terms and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these applications or devices is subject to terms set forth in their respective terms of service and privacy policies.

14. Network Access and Devices

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services (including the App) and any updates thereto. We do not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices that are not included in the abovementioned list. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications, which are not derived from our Services.

15. General

You may not assign these Terms without our prior written approval (except as required by applicable law). We may assign these Terms without your consent to a related or affiliated entity or in the event of a sale of all or substantially all of our assets, stock or business, or to a successor by merger. Any purported assignment in violation of this paragraph is void. No joint venture, partnership, employment or agency relationship exists between you and us as a result of these Terms or your use of our Services. If any provision of these Terms is held to be invalid or unenforceable, that provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. Our failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless we acknowledge and agree to it in writing, and it is not a waiver of our right to do so later. Force majeure events may prevent us from providing the Services. Note that when we say “include” or “including” throughout these Terms, we really mean “including, but not limited to” but do this for ease of reading. Provisions that by their nature are intended to survive the termination of these Terms or your use of the Services will survive.

16. Disputes

These Terms shall be governed by French law. Any dispute between you and us regarding these Terms will only be dealt with by the French courts.

The European Online Dispute Resolution platform

<http://ec.europa.eu/consumers/odr/> provides information about alternative dispute resolution which may be of interest to you. It is your choice to use it if there is a dispute regarding these Terms that cannot otherwise be resolved.

17. Insurance Overview

To ensure a safe experience for our riders and our community, we have teamed up with some of the world’s best insurance providers to ensure that you’re covered when you’re riding with Lime. We provide the following insurance coverage in France:

Motor and third party liability coverage

This insures bodily injuries or property damages you've caused to other vehicles, pedestrians, or property while operating a Lime Product.

Personal accident liability coverage

This insures bodily injuries that happen while you're operating a Lime Product, even if it is due to your own mistakes.

Our policies apply as long as you comply with these Terms, you're over 18 years of age, and you're involved in an accident that was not intentional. If you think our insurance policies may cover an accident that you experienced, you can submit an accident report. Although reporting an accident does not guarantee that it will be covered by our insurance policies, we will review each accident report individually and thoroughly.

For more information on our insurance policies and how to submit an accident report, refer to the [help center](#), which you can also find within the App.

Model Withdrawal Form

If you wish to withdraw from these Terms, you may use the form below. Please fill in this form and send it back to us at the following address [Please insert address]:

Model Withdrawal Form

To : [Please complete with the name, address, fax number and email address]

Address: [Please complete]

E-Mail: [Please complete]

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*):

Ordered on (*)/received on (*):

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date:

(*) Delete as appropriate.

