

# Application for obtaining access to the mBox service



## Personal information

(all fields are required)

EMAIL

\_\_\_\_\_

This is the email address you used for your mShop account.

NAME

\_\_\_\_\_

SURNAME

BORN ON

Day / Month / Year

PHONE

+  
Country code

Phone number

ADDRESS

N° \_\_\_\_\_

Street \_\_\_\_\_

Town

Country

- Postcode

## Security deposit

- After receiving the signed application, the Verkéiersverbond will request a payment of €20 by bank transfer. You will receive an invoice specifying the terms of payment. This deposit will be returned to you in case of cancellation or expiry of the service. For more information see the terms and conditions of the 'mBox' service.

## Signature and obligations

- I acknowledge to have read and respect the terms and conditions of the 'mBox' service on the back and I express my agreement to the processing of personal data in accordance with article 10.

## Submitting the application

Please submit the application and documents at a sales desk or send it to the following address:

**Verkéiersverbond BP 640 L-2016 Luxembourg**

Date: \_\_\_\_\_  
Day Month Year

Signature: \_\_\_\_\_

### Leave blank - Office use only

Printing date of card

\_\_\_\_\_

Posting date

\_\_\_\_\_

Validity start date

\_\_\_\_\_

Employee

\_\_\_\_\_

# Regulation governing the Terms of Use of the 'mBox' service

## 1. GENERAL INFORMATION & DEFINITIONS

- For the purpose of these terms of use, the following definitions shall apply:
- 1.1. **mBox:** enclosed location locked with a secure door that can be opened with an mKaart.
  - 1.2. **mBox product:** the mode of access to the mBox service that is transferred to the mKaart.
  - 1.3. **mBox service:** free service providing a parking space for bikes as defined in point 1.10.
  - 1.4. **mKaart:** multifunctional smart card which stores the access key to the mBox service.
  - 1.5. **Applicant:** any natural person applying for registration to the mBox service.
  - 1.6. **User:** any natural person registered for the mBox service following the methods provided for by this Regulation.
  - 1.7. **Mobility centre:** Mobilitéitszentral; the communication platform and commercial sign of Verkéiersverbond.
  - 1.8. **mShop:** the online portal of Verkéiersverbond ([www.mshop.lu](http://www.mshop.lu)).
  - 1.9. **Pick Up:** charging stations for transferring products to the mKaart.
  - 1.10. **Bike:** collective name for bicycles as well as for cycles with pedal assistance (pedelecs) that can be parked in an mBox. For an official definition of these two terms, please refer to article 2 of the Highway Code, points 2.15 a) and c), in section 2 - Vehicles.
  - 1.11. **You may contact Verkéiersverbond through:**
    - Mobility centre desks
    - Call centre (+352 2465 2465)
    - E-Mail ([service@verkeiersverbond.lu](mailto:service@verkeiersverbond.lu))
    - Postal address (P.O. Box 640, L-2016 Luxembourg)

## 2. REGISTRATION METHODS

- 2.1. There are three registration methods:
  - 2.1.1. Registration at the mobility centre: the applicant must have the registration form with him/her, duly filled out and signed, and give it to a mobility centre officer.
  - 2.1.2. Registration by regular mail: the applicant must send by regular mail the registration form, duly filled out and signed, to the address indicated on the form.
  - 2.1.3. Online registration: in accordance with the terms of use of the mShop, the applicant can order his/her mBox product online and pick it up the next day at one of the Pick Up stations.
- 2.2. The delivery of the mBox product is subject to the user accepting this Regulation.
- 2.3. Provided that the conditions laid down in points 2.1, 2.2, and 3.1 of this Regulation are met and as per the registration process, the mBox product shall be delivered to the applicant as soon as possible.
- 2.4. In the event of loss or theft of the mKaart and, as such, of the mBox product, the user undertakes to inform Verkéiersverbond (see 1.11). The mBox product shall be replaced free of charge if the user reports its loss or theft to the police.  
In the event that the user does not file such a statement with the police, the replacement of the access key shall be subject to an administrative fee of EUR 5.00.

## 3. SECURITY DEPOSIT

- 3.1. The applicant is required to pay a security deposit in order to gain access to the mBox service.
- 3.2. The security deposit is of EUR 20.00.
- 3.3. This security deposit shall be reimbursed upon cancelling the mBox service or upon its expiry.
- 3.4. The security deposit shall not generate any interest.

## 4. RESPONSABILITIES OF THE MBOX SERVICE USER

- 4.1. By registering to the mBox service, the user has the right to benefit from the mBox general offer.
- 4.2. Access to the mBox is only permitted for bikes, as defined under point 1.10.
- 4.3. The use of the mBox service is strictly personal and may under no circumstances be transferred to a third party. In order to access the parking space, the user must swipe his/her mKaart in front of the card reader installed for this purpose at the mBox entrance.
- 4.4. The use of the mBox service entitles users to park one bike per mBox.
- 4.5. The user must verify that his/her bike is secured by locking it with a padlock or any other safety means. He/she must also verify that:
  - he/she does not obstruct the entrance and the central aisle of the mBox,
  - the door is properly closed upon entering and exiting the mBox,
  - he/she does not deposit any object(s) or package(s) other than the bike inside an mBox.
- 4.6. The user certifies that he/she is the holder of a third-party liability insurance policy.
- 4.7. The user undertakes not to park his/her bike inside an mBox without using it for more than 30 consecutive days.

- 4.8. Any bike parked for more than 30 consecutive days without use may be removed from an mBox by Verkéiersverbond.  
After these 30 days, the user concerned shall be notified of this action by marking his/her bike by means of a special display for a period of maximum two weeks.

## 5. RIGHTS AND RESPONSIBILITIES OF VERKÉIERSVERBOND

- 5.1. Verkéiersverbond reserves the right to refuse or deactivate access to the mBox in the event of breach of these terms of use.
- 5.2. As the agreement has the exclusive scope of parking, Verkéiersverbond does not ensure the safekeeping of the bike and, therefore, is not responsible for the protection of the bike. The user shall store his/her bike in an mBox under his/her own responsibility, which remains with the user.
- 5.3. Verkéiersverbond and the National Railway Company and their staff cannot be held liable in the event of theft or damage to a bike parked in an mBox, unless the user can prove a fault on the part of these entities.
- 5.4. An mBox is accessible within the limit of available spaces. Verkéiersverbond cannot be held liable in the event of parking spaces not being available.
- 5.5. Verkéiersverbond reserves the right to temporarily close one or more mBox spaces due to urgent works or in the event of exceptional circumstances (i.e. force majeure). Users shall be notified of such circumstances and to the greatest extent possible.

## 6. OPERATION

- 6.1. The mKaart must be swiped in front of the card reader in order to trigger the opening of the mBox door.
- 6.2. Each time the mKaart is swiped in front of the card reader, its use is recorded digitally. This record has the sole purpose of determining the rate of use of the mBox.
- 6.3. When the mBox product is not used for more than 12 months, the mBox product is automatically removed from the mKaart.

## 7. MALFUNCTIONS

- 7.1. Any malfunction related to the use of the mKaart or the mBox product must be reported (see 1.11).
- 7.2. The user must specify his/her mKaart number, the location of the mBox, and the nature of the anomaly observed.
- 7.3. In the event of a system malfunction, Verkéiersverbond undertakes to make every effort and to intervene as quickly as possible in order to restore the availability of the mBox service.

## 8. TERMINATION

- 8.1. Verkéiersverbond may terminate the mBox service if the user fails to comply with the mBox Regulation governing the terms of use. In such cases, Verkéiersverbond reserves the right not to return the security deposit. The user shall be informed of this by e-mail or registered letter.
- 8.2. The user may cancel the mBox service at any time and without having to provide a reason. The full amount of the security deposit shall be reimbursed at a later date.

## 9. VALIDITY

- 9.1. The mBox product remains valid unless it has not been used for more than 12 months.
- 9.2. In case the mBox product expires, the security deposit shall be reimbursed in full.

## 10. PROTECTION OF PERSONAL DATA

- 10.1. Verkéiersverbond undertakes to observe the legislation on the processing and storage of the personal data of users<sup>1</sup>.
- 10.2. By signing this Regulation, the mBox service user expressly agrees to the processing of his/her personal data. The data controller is Verkéiersverbond.
- 10.3. Personal data is used solely to identify the user and to process data on frequency of use.
- 10.4. Users have the right to access their personal data. They have the right to have their data corrected by contacting Verkéiersverbond (see 1.11).
- 10.5. Any user's personal data is kept for the duration of the use of service and for a period of one year after the end of the use of service.
- 10.6. With their signature, users declare that they have read and expressly accept the provisions of this Regulation.

**Terms as of 01.03.2020**

<sup>1</sup> as provided for by the Act of 2 August 2002 concerning the protection of individuals with regard to the processing of personal data, as amended.