

## TERMS OF SERVICE

### of the system Pszczyński Rower Miejski

[Valid from 28.04.2017]

#### I. General Provisions

1. The hereby Terms of Service shall specify the rules and conditions of the use Pszczyński Rower Miejski system launched in the city of Pszczyna.
2. Terms of Service of the Pszczyński Rower Miejski as well as the Privacy Policy are available free of charge on the internet website [www.pszczynskirower.pl](http://www.pszczynskirower.pl), in such a way so as to enable familiarising with the contents, obtaining, accessing and saving it. This document may be obtained at the headquarters of Nextbike Polska S.A. with its registered seat in Warsaw.
3. Contact:  
Nextbike Polska S.A.  
ul. Przasnyska 6b  
01-756 Warszawa  
e-mail: [bok@pszczynskirower.pl](mailto:bok@pszczynskirower.pl)  
tel.: 48 32 630 61 61  
(cost of connection in line with operators' tariffs)
4. Nextbike Systems are compatible, that is setting up an account in one of the systems enables the use of bike rental stations in other cities, unless the terms of service of a given system indicate otherwise.

#### II. Definitions

1. **Terms of Service** - the hereby Terms of Service define principles and conditions of availing Pszczyński Rower Miejski, and in particular, conditions, scope of rights and obligations and responsibility of persons who avail of the possibility of renting bikes in the Pszczyński Rower Miejski system. Acceptance of the provisions of the Terms of Service and fulfilment of all conditions defined therein shall form the basis and the condition for the rental of a bike within the Pszczyński Rower Miejski system.
2. **Agreement** - Agreement between Client and Operator which establishes mutual rights and obligations specified in the Terms of Service. It is agreed that the Agreement containing the provisions of the hereby Terms of Service shall be automatically concluded at the time of registration of the Client within internet service at [www.pszczynskirower.pl](http://www.pszczynskirower.pl) and subject to submission by the Client of a declaration on acceptance of Terms of Service as well as making of initial fee payment paid during the registration process of the Client in the Pszczyński Rower Miejski system.
3. **Operator** - Nextbike Polska S.A. realizing services related to servicing Pszczyński Rower Miejski, ul. Przasnyska 6b, 01-756 Warsaw, entered into the Register of Entrepreneurs of National Court Register, maintained by the District Court for the city of Warsaw in Warsaw, XII Economic Department of the National Court Register under the KRS number 0000646950, REGON number 021336152, NIP number 8951981007,
4. **The Pszczyński Rower Miejski system** - system of bike rental stations launched by the Operator, which includes, in particular, bikes, technical infrastructure, software and devices which enable the rental of bikes.
5. **Client** - participant of **Pszczyński Rower Miejski System** who has accepted the Terms of Service and is registered within the **Pszczyński Rower Miejski System**.
6. **Pszczyński Rower Miejski System Service** - actions performed by the Operator in relation to the exploitation, repairs and maintenance.
7. **Customer Service Office the Pszczyński Rower Miejski (BOK Pszczyński Rower Miejski)** - launched by the Operator platform which ensures 24/7 telephone contact service to Customers through:
  - a. Hotline under the number: 48 32 630 61 61
  - b. electronic post under the address [bok@pszczynskirower.pl](mailto:bok@pszczynskirower.pl)

Information regarding the functioning of BOK is available on the internet website [www.pszczynskirower.pl](http://www.pszczynskirower.pl)

8. **Pszczynski Rower Miejski System** - set of bike stands with the devices for self-registration in the Pszczynski Rower Miejski system and for rental of bikes through Pszczynski Rower Miejski Terminal. The list of stations of Pszczynski Rower Miejski may be found on the internet website [www.pszczynskirower.pl](http://www.pszczynskirower.pl)
9. **Pszczynski Rower Miejski Terminal** - device for self-rental of bikes located in Pszczynski Rower Miejski Stations.
10. **Nextbike Mobile application** - software which operates on Android and iOS operational systems enabling rental and return of bikes within the system.
11. **Client Identifier**- Client personal number assigned to him by the Operator and saved in numerical format, in the form of mobile telephone number which the Client has defined during the registration at Pszczynski Rower Miejski and a 6 digit PIN number which was indicated during registration in Pszczynski Rower Miejski. In order to facilitate the process of rental and the return of bikes within the system, the Client is allowed to use, post activation at the Terminal: ELS Electronic Student ID or payment proximity card. During rental and return of the bike the above are treated as equal to the Client Identifier. During rental and return of a bike the Client has the following methods of identification at disposal:
  - a. mobile telephone number which, together with PIN number is treated as equal to the Client Identifier,
  - b. ELS Electronic Student ID (ELS), proximity, personalized electronic card (chip+RFID) with its unique, encoded number together with PIN number,
  - c. payment cards-consumer credit cards, charge, debit and pre-paid cards issued by payment organizations of Visa International and Mastercard International issuers and other which fulfil the requirements of electronic payment means in the meaning of the act on electronic payment instruments (that is Journal of Laws of 2016, item 1572) with PIN number. Terminals are adjusted for cooperation with PayPass and PayWave types of products,

Post logging in on the account at [www.pszczynskirower.pl](http://www.pszczynskirower.pl) website Client may switch off the PIN code through marking options: *Upon each rental and return, in order to ensure my safety, please ask me about my PIN number.* This option allows for rental/return of a bike at the terminal without the need to indicate a PIN code with the use of methods of identification: b,c and at the terminal.
12. **Tables of charges and penalties** -pricelist of services and charges of Pszczynski Rower Miejski, being an integral part of the Agreement. The pricelist is available on the website [www.pszczynskirower.pl](http://www.pszczynskirower.pl)
13. **Costs of repair and restoring of a bike in Pszczynski Rower Miejski System** -pricelist of parts and services related to repair or restoring of a bike
14. **Pre-paid account** -personal account of a Client within the settlement system of Pszczynski Rower Miejski System where debit and credit operations are realized for the use of services and products offered within the Pszczynski Rower Miejski System in accordance with the Tables of charges and penalties. Pre-paid account may be topped up by the Client via upfront payment as a pre-payment.
15. **Initial fee**-the amount of initial fee within Pszczynski Rower Miejski system equates to 10PLN gross (in words: ten zloty) and is made by the Client upon registering in Pszczynski Rower Miejski. The payment indicates grating consent by the Client and acceptance of the provisions of the hereby Terms of Service and, at the same time, it constitutes the first top up payment instalment. Initial payment is not subject to return in the event of agreement termination.
16. **Top up amount** -amount in the amount of minimum 10 PLN on account of rentals made to the pre-paid account.
17. **Security procedure** - each action undertaken by the Operator in the event of lack of return of the bike at the agreed time and in the acceptable state, in particular, preliminary, debt-collection and court proceedings.
18. **User zone** -administrative borders of the city of Pszczyna.

19. **Bike rental** - rental of a bike from Pszczyński Rower Miejski Station by means of Client Identifier or via a method specified in clause II.12. Rental process is specified in clause VII. In the Terms of Service.
20. **Bike return** - return of the bike to the Pszczyński Rower Miejski Station. The process of bike return is specified in Clause X of the Terms of Service.
21. **Electric lock** - mechanism which releases and blocks the bikes in the docking station.
22. **Promotional voucher** - Operator stipulates the possibility of topping up the account set up within the Pszczyński Rower Miejski system. The topped up amount and its purpose is established by the Operator and it is non-repayable, that is there is no possibility of taking out the means. The means from the top up are used in the first place, prior to the means paid in by the Client. In case of promotional vouchers, details regarding the amount, the validity term and the reasons for granting them are defined within the Terms and Conditions of Promotions.
23. **Account blockade** - preventive measure of which the Operator may avail. In the event of a breach of the provisions of the hereby Terms of Service, in particular, one resulting in damage suffered by the Operator, the Operator reserves the right to block Client's account until such time when the issue is rectified.

### III. General principles of using Pszczyński Rower Miejski.

1. The condition for the use of Pszczyński Rower Miejski System is submission by the Client of the required personal data upon registration, the acceptance of conditions defined in the hereby Terms of Service, payment of initial fee. The condition for the use of system is, furthermore, maintenance of a minimum top up level on the Client's account during the time of each rental, in the amount of no less than 10 PLN (in words: ten złoty).
2. The Operator lends a bike to a Client in line with the provisions specified in the Terms of Service. The Client is obliged to abide by the provisions of the Terms of Service, in particular, concerning the agreed payments and the use of the bike in accordance with the Terms of Service.
3. Persons above 13 years of age who have not attained the age of 18 (further referred to as minors) must, prior to conclusion of Agreement, submit to the Operator a written consent of one of the parents or legal guardians for the conclusion of the Agreement, as well as a statement on assuming responsibility by the parents or legal guardians on account of any potential damages, caused in particular as a result of non-performance or improper performance of the Agreement and on account of any ongoing liabilities defined in Tables of charges and penalties as well as Cost related to repair and restoring of a bike in Pszczyński Rower Miejski System. Within the statement the parents or legal guardians must undertake to top up the account of the minor within Pszczyński Rower Miejski System. The consent must be sent via electronic post to the email address [Bok@pszczynskirower.pl](mailto:Bok@pszczynskirower.pl), via post to the Operator's address or personally to the headquarters of BOK Pszczyński Rower Miejski.
4. The obligatory condition to be met in order to avail of the bike rental by minors is being in possession of a valid bicycle or motorcycle driving license.
5. The Client may rent up to four bikes at the same time. It is possible, subject to prior booking, to increase the number of bikes rented at the same time.
6. The use of the rented bike is allowed within the User zone.

### IV. Responsibility/ Obligation

1. The Client is responsible for the use of a bike in accordance with its purpose and with the provisions of the Terms of Service.
2. The Client undertakes to return the bike in good technical condition and in the same state as it was in at the time of renting. The Client shall bear full responsibility for any results of events which occur pursuant to the breach by him of the law in place when using the Pszczyński Rower Miejski System.
3. The use of bikes via Pszczyński Rower Miejski System may take place solely for non-commercial reasons.

4. The Client is responsible for the bike/all the bikes he rents at a given time from the moment of rental from the Pszczyński Rower Miejski Station to the moment of their return to the Pszczyński Rower Miejski Station. In particular, the Client is obliged to undertake actions in order to prevent any damages or theft of the rented bike which may occur from the moment of renting the bike at any Pszczyński Rower Miejski Station to the moment of its return to any Pszczyński Rower Miejski Station.
5. In the event of theft of a bike that occurs during rental, the Client is obliged to inform BOK Pszczyński Rower Miejski immediately after noticing the theft incident.
6. The use of Pszczyński Rower Miejski bikes by persons under the influence of alcohol or other narcotic substances, psychotropic substances or equivalents in the meaning of provisions on counteracting drug addictions; strong anti-allergic drugs, other medicines which by definition are forbidden or recommend not to be applied for drivers of any vehicles, is forbidden.
7. The Client bears full and total responsibility and undertakes to cover any tickets, fines, fees etc. obtained by the Client, related to the use of the bike and imposed on them out of their own fault. The Client bears no responsibility for fines, tickets, fees etc. which have been imposed on them and which result from Operator's fault.
8. In case of proven damages resulting from improper use of the equipment which is part of Pszczyński Rower Miejski System, the Client agrees to cover the costs of repair and restoring of the equipment in order for it to be restored to the state prior to rental. The Operator shall submit an adequate receipt or VAT invoice to the Client for completion of the necessary repair works. The evaluation of the value of individual parts of the bike, which have been damaged of Client's fault, shall be made on the basis of Annex no 2 to the hereby Terms of Service, further referred to as " Costs of repair and restoring of bike in Pszczyński Rower Miejski System".
9. In case of improper return of the bike out of the Client's fault, the Client bears costs of its further rental and is responsible for any potential theft or damage. In the event of any difficulties with the return of the bike the Client is obliged to contact BOK Pszczyński Rower Miejski.
10. Any purposeful damages to the property of Operator will result in commencement of court proceedings. The Operator reserves the right to recover any justified costs, including costs of legal representation, from the person who caused damages or destructions.
11. The Client is responsible for any potential damages which may arise as a result of non-performance or improper performance of the Agreement to the full amount, whilst, one of the elements of the damage may be the so called cost of bike restoration, specified in Tables of charges and penalties as well as table of Costs of repair and restoring of bike in Pszczyński Rower Miejski System.
12. The users are forbidden to transport the bikes in the system via vehicles and other means of transport, owned by private persons, excluding Means of Public Transport.

## **V. Registration**

1. Prior registration of a Client and payment of Initial fee are the necessary condition for the use of Pszczyński Rower Miejski System.
2. Registration takes place within internet portal located at the address [www.pszczynskirower.pl](http://www.pszczynskirower.pl) In addition, the possibility to register in BOK through telephone contact with BOK employee is allowed, as well as by means of mobile Nextbike application available on devices with iOS and Android system.
3. During the registration process through the website [www.pszczynskirower.pl](http://www.pszczynskirower.pl), via the Nextbike application or via telephone contact with the BOK employee the indication of the following personal details is necessary:
  - a. name and surname,
  - b. contact address, that is city, street including flat/house number, postal code, country,
  - c. email address,
  - d. PESEL number,
  - e. mobile phone number,
  - f. payment card number in case of payment with credit card with the possibility of charging.

4. During registration process at the Pszczyński Rower Miejski Terminal, the Client indicates the following personal details:
  - a. mobile phone number.
  - b. name and surname,
  - c. in case of a will to top up an account: credit card number with proximity option.

Other data indicated in clause 3 points b , c and d are required to be filled out by the Client no later than within 24 hours post registration.

5. During the registration process at the Terminal Client enters the PIN code of his own. Whilst, during the registration via: internet website, Nextbike application and BOK Pszczyński Rower Miejski-PIN code is generated automatically. Post registration the Client receives a confirmation from Pszczyński Rower Miejski System regarding a successful registration as well as his individual PIN code which, together with an indicated mobile phone number, constitutes Client Identifier in the System.
6. The condition for registering is entering the real data, the acceptance of conditions defined in the hereby Terms of Service and consent for processing of personal data in accordance with the act of 29 August 1997 on personal data protection for the purpose of performance of the Agreement Client is entitled to access the contents of his personal data and the possibility to correct, supplement or amend them. The data administrator is Nextbike Polska S.A. with its registered seat in Warsaw 01-756, ul. Przasnyska 6b. Submission of personal data is voluntary, but necessary; lack of personal data submission prevents the use of Pszczyński Rower Miejski System services. The information on safety of personal data is available within the Privacy Policy document of Nextbike Polska, available at [www.pszczynskirower.pl](http://www.pszczynskirower.pl)
7. Personal data are processed solely for the purpose of proper functioning of Pszczyński Rower Miejski and may be accessible to other entities cooperating with Nextbike exclusively within the framework of the provisions of law in force.
8. The Client further grants consent for receiving via text messages and electronic post information materials concerning services provided by the Operator within the framework of the Pszczyński Rower Miejski, as well as anonymous questionnaires sent by means of electronic post or available directly within the Pszczyński Rower Miejski System, targeted at obtaining by Operator demographic and profile Client personal data of Clients (such as education level, employment, age). Such data will be used in order to test the preferences of Clients and the adjustment level of Operator's offer to the expectations of Clients, as well as for the statistical analyses and for creation of general image among the Clients which is passed on to Operator's marketing partners. Receiving information materials and disclosure of the above noted data is at all times voluntary and the Client may at any time withdraw from obtaining these materials or questionnaires.
9. The content of individual transactions/rentals is available solely for the parties of the Agreement. Each Client who has performed registration, having logged in, has access to all his transactions/rentals for the period of their storage within the IT system. Client data concerning individual transactions/ rentals are stored by the Pszczyński Rower Miejski IT system. If there are no overdue payments for the use of bikes, data are deleted immediately post receipt of a request on deletion from the Client. In the event when a complaint has been filed, data are stored until such time as the complaint process has ceased, for the period of 6 months and for the period of a potential proceeding resulting from a complaint, during investigation of Client's claim, for evidential purposes, however, not shorter than 6 months and not exceeding 2 years from the day of issuing the response to the given complaint. In case of a notification within this term (i.e. compensation or indemnification for damages)- data are processed during establishing the potential liability of the Operator/ Client and realization of the issued judgement in this regard.
10. Personal data are processed, stored and secured in accordance with the principles specified in the binding legal provisions.
11. Administrator of personal data-Operator undertakes to maintain confidentiality of personal data and not to disclose them to any third parties, unless, pursuant to a clear authorization from the Client or in the event when such authorization will result from a specific provision of law. This obligation shall remain in force post expiry of the legal relationship which is between the Lessee and the Operator.

12. In order to adjust the content and the services to the individual needs and interest of Clients, the Operator uses the so called cookies, that is information saved by the server of the Service on Client's computer, which the server may read during each connection from the given computer. Cookies files provide statistical data regarding Client traffic and their use of the particular Pszczyński Rower Miejski pages, as well as enable a swift provision of Services. The Client may at any time switch off the option of accepting cookies in his browser settings, however, this may trigger problems and in some cases disable the use of Pszczyński Rower Miejski System.

## **VI. Payment methods**

1. Payment for services and products offered within the Pszczyński Rower Miejski system may be conducted through:
  - a. debiting the account of payment card of the Client, or
  - b. crediting the pre-paid Account via bank transfer or through payment via payment card, in particular, via [www.opolebike.pl](http://www.opolebike.pl) portal from which the means will be charged in the amounts as indicated in Tables of charges and penalties, and subsequently transferred to the account of the Operator.
2. Launching the order of payment card debiting takes place upon registration, by entering the payment card number, that is credit card, debit card within Pszczyński Rower Miejski Terminal, during the contact with BOK, as well as via Nexbike mobile application available on iOS system and Android system devices.
3. All payments are transferred to the account of Operator.
4. At client request the Operator will issue a VAT invoice solely for the performed ride. For this purpose the Client should contact the Operator via electronic means to the email address of the Operator, indicating data necessary for VAT invoice issuance, date and time of rental of bike and number of bike.
5. The Operator will send a VAT invoice via electronic means to the email address from which the Client contacted the Operator. In particularly justified cases the Operator may send a VAT invoice to another email address, indicated by the Client.

## **VII. Rental**

1. Bike rental is possible in case a Client has an active account status. Active account status is understood as:
  - a. a minimum amount of 10 PLN gross on the pre-paid Account, through topping up by means of transfer or by single payment with the use of payment card,
  - b. defining which form of payment of the payment card with possibility of debiting, via terminal or via contact with BOK Pszczyński Rower Miejski, through which these means are automatically transferred.
2. Bike rental is possible at any Pszczyński Rower Miejski Station:
  - a. In case of bike locked with electric lock; post prior launching of Pszczyński Rower Miejski Terminal, logging in and proceeding in line with the instructions displayed on the device of Pszczyński Rower Miejski Terminal. Release of electric lock is signalized via adequate message displayed on Pszczyński Rower Miejski Terminal as well as a sound signal. Bike rental is possible also via Nextbike mobile application.
  - b. The bike may also be rented within the system through Pszczyński Rower Miejski Terminal, by means of Nextbike application available on iOS, Android and Windows devices, via telephone contact-by calling the numbers indicated on the Terminal: +48 32 630 61 61 (answering machine – call charge in accordance with operator's tariffs),
3. Rental commences once the procedure of rental specified in clause 2. is completed.
4. During the rental the Client obtains the number for the code lock within the rented bike. This number may be confirmed until the return at the Pszczyński Rower Miejski Terminal, on Nextbike application as well as in BOK Pszczyński Rower Miejski. The Client is obliged to ensure that the bike is equipped in protective rope, also called a clamp, prior to rental. In the event when it is missing, the Client is obliged to contact BOK and inform it of the absence of a clamp.

5. It is the Client's obligation to ensure, prior to commencing the ride, that the bike is suitable for the designated use, in particular, that the tyres of the bike are inflated, and the brakes are in order. Once the bike is released, the Client is obliged to secure the rope in such a way so as to prevent it getting into the wheel.
6. In case of discovering during the bike rental any failure of the bike, the Client is obliged to immediately report the problem to BOK and return the bike to the closest Pszczyński Rower Miejski Station.
7. Rental and use of an unfit bike by the Client may result in his liability for any failures or damages resulting from the use, in case when the Client could have been able to identify the unsuitability of the bike.
8. It is recommended that the Client has, during rental, a working mobile phone in case of a necessity to contact BOK Pszczyński Rower Miejski via telephone.
9. The basket mounted in front of the bike is suitable solely for the carriage of light items. In order to ensure safety and at the risk of damaging the bike it is not allowed to place any heavy items within the basket. The maximum weight of items within the basket cannot exceed 15 kg in case of standard bikes. In tandem type of bikes the maximum weight of items within the basket amounts 5 kg. Items placed in the basket may not hang out of the rim of the basket and they should not contain any sharp edges. If an accident occurs due to inappropriate use of the basket, the Client bears responsibility for it and will cover any costs arising from it. The Operator shall not bear responsibility for damages to items or goods carried in the basket.
10. Maximum load of a bike:
  - a. Maximum load of standard bike cannot exceed 120 kg.
11. In case of any problems with the rental or return of the bike from Pszczyński Rower Miejski Station the Client is obliged to contact BOK Pszczyński Rower Miejski by phone. The employee of BOK will inform the Client of further actions to be taken. The rented bike ought to be used in line with its designation. The bike as a transport means is designated to move between Stations. It is not allowed to use bikes for mountain rides, jumps, stunt tricks, as well as racing and using the bike to pull or push anything is not allowed.

#### **VIII. Duration of rental**

1. The Client is obliged to return the bike no later than within 12 hours from its rental.
2. Exceeding the 12 hour duration of rental causes charging additional fees and penalties in accordance with the Tables of charges and penalties.

#### **IX. Repairs and failures**

1. Any failures ought to be reported by phone to BOK. In case of each failure which prevents further ride the Client is obliged to stop and inform BOK via telephone as well as return the bike to the closest Station.
2. It is forbidden to conduct any repairs, modifications or replacements of parts within the rented bike on one's own. The only authorized entity to perform these actions is Pszczyński Rower Miejski Service.
3. The Client has an obligation to have the possibility of contacting BOK at all times when renting a bike.

#### **X. Return**

1. Client is obliged to connect the bike with the bike stand in such a way so as the adapter mounted to the bike fork enters the electric lock which is an integral part of the stand and hold the bike until automatic closure of the lock. Automatic closure of the lock is signalized with sound signal and physical closure of the bike in the lock. It is recommended that Client ensures that the bike has been returned within the Pszczyński Rower Miejski System. He may do so by means of logging onto the Terminal of Pszczyński Rower Miejski, via mobile application Nextbike or through contacting BOK.
2. Only in the case of lack of possibility of fastening the bike into electric lock (lack of free stand in Pszczyński Rower Miejski Station or failure of Pszczyński Rower Miejski Station) the Client is obliged

to return the bike with the use of code lock, connecting the bike into the stand or to another bike located at Pszczyński Rower Miejski Station, blocking the lock, pressing the button "Return" on electronic part of the Terminal and proceeding in accordance with instructions on the display. Upon blocking the lock, the Client may also return the bike via mobile application Nextbike or through contacting BOK.

3. In case of improper bike return as specified in clauses X.1 and X.2. Client bears costs of its further rental and is responsible for any potential theft.
4. In case when during rental of a bike an accident or collision occurs, Client is obliged to write a statement or call the Police to the site. If, during the event a bike gets damaged, all payments related to restoring the bike into the state prior to the incident/collision shall be borne by person responsible for the incident post prior indication of appropriate documents with an indication of perpetrator. In a different case all costs related to the repair are borne by the owner of the account. Furthermore, in case of the occurrence of the above event the Client is obliged to inform BOK no later than 2 days post the event.

## **XI. Charges**

1. Charges are calculated according to the rates specified in the Tables of Charges and Penalties, constituting an annex to the Terms of Service, available at [www.pszczynskirower.pl](http://www.pszczynskirower.pl) and in Terminals. The basis for the calculation of a charge is the number of minutes of rental, measured from the moment of bike rental at the Terminal, or from the moment of obtaining the code lock which releases the securing rope, to the moment of connecting the bike with electric lock or obtaining the confirmation from the Pszczyński Rower Miejski System regarding the confirmation of bike return.
2. Charges for the use of rental are diverse and depend on the length of time of bike rental. The charge for a single rental is a sum of charges for the subsequent time periods, i.e.. the cost of a 150-minute rental equates to 8 PLN.
3. Time of charging is divided into one-hour periods with the exception of the first hour of rental during which the period of the first twenty minutes of rental is calculated.
4. In case when charging the fee for the ride exceeds the means on the account the Client is obliged to top up his pre-paid Account at least to reach the balance equal to 0PLN within 7 days. In case of failure to settle overdue payments, the Operator reserves the right to commence adequate legal steps against the Client, targeted at obtaining the payment on account of the realized Agreement. The Operator is entitled to calculate statutory interest from the amounts overdue calculated from the day of maturity until the day of factual repayment made in full.
5. During the term of the agreement with the Operator of Pszczyński Rower Miejski system the payments towards rentals (top up amount) are non-refundable.
6. In case of proven abuses related to the inappropriate use, in particular, conducting unauthorized rentals of bikes, the Client is charged with a penalty indicated in the Table of charges and penalties of Pszczyński Rower Miejski.

## **XII. Responsibility**

- 1 The Operator realizes the services related to the maintenance of Pszczyński Rower Miejski and bears full responsibility for its proper functioning.
2. The Operator shall not bear responsibility for any direct or follow up damages as well as lost benefits caused as a result of improper performance of the Agreement by the Client, or for any other damages for which the Client is responsible, with the exclusion of damages caused by the Operator purposefully.
3. Any claims and complaints resulting from them ought to be directed by the Clients to the address of the Operator.
4. The Operator reserves the right to disclose Client's data, in case of a necessity of disclosing the data to the authorized persons stems from the binding legal provisions.

## **XIII. Complaints**

1. The recommended term for submission of complaints is within 7 days from the date of the event which caused the complaint.
2. All complaints concerning the services provided on the basis of the Terms of Service may be submitted:
  - a. via electronic means to the email address bok@pszczyńskiower.pl
  - b. Via post to the postal address of the Operator indicated in clause I.3 or BOK indicated in clause I.3
  - c. in person at the headquarters of the Operator. or at BOK
3. If data contained within the complaint require supplementation, the Operator requests that the complaining person supplements the complaint within the indicated scope prior to reviewing the complaint.
4. The complaints which do not contain data such as: name, surname, address, PESEL number, which would allow for an identification of the Client will not be considered.
5. Submitting a complaint does not release the Client from the obligation of a timely realization of the obligations towards the Operator.
6. The Operator reviews the complaint within 14 days from the date of obtaining it or supplementing it, and in particularly complex matters this occurs within 30 days, while in case the complaint concerns the transaction conducted with the use of payment card it might take up to 90 days from the date of the complaint submission. In case of the necessity to supplement the complaint the term for reviewing the complaint commences on the day of receipt of documents by the Operator which supplement the complaint or which provide additional explanations/information. In case of an inability to meet the deadline for the review of a complaint, the Operator will inform the Client of any delays, indicating the cause of a delay (circumstances which must be established) and an expected term for the review of the complaint.
7. The process of considering the complaint commences immediately post its receipt by the Operator. It is characterized by thoroughness, attention to detail, objectivity and respect of generally binding provisions of law and good practices.
8. The Client grants consent for the reply to the complaint to be sent via electronic means or via post to the correspondence address in a way indicated within the complaint. In particularly justified cases the Operator may send a reply to another email address, indicated by the complaining person.
9. The consideration of a complaint consists of an identification of the problem, assessment of its justification and settlement of the problem submitted by the Client or a conduct of adequate actions in order to remove any potential irregularities, causes of their occurrence and to grant a thorough, professional in form and in content reply.
10. Operator issues a reply which includes the position of the Operator regarding the complaint, its justification and the information regarding the appeal procedure.
11. The Client has the right to appeal against the decision issued by the Operator. The appeals ought to be sent regardless of the method of submission-letter, email- no later than within 14 days from receipt of the decision by the Client which he wishes to appeal against. The appeal will be considered within 14 days from the day of its submission to the Operator.
12. The Client may:
  - a. direct an appeal against the decision of the Operator directly to the postal address of the Operator or BOK within 14 days from the date of receipt of the reply to the complaint.
  - b. launch civil action in the adequate court.

#### **XIV. Withdrawal from the Agreement:**

1. The Client may withdraw from the Agreement concluded with the Operator-on the basis of the provisions of law, without indicating the cause, within the term of 14 days from the date of its

conclusion. The term is considered as fulfilled if prior to its expiry the consumer posts a statement of withdrawal from Agreement.

2. The Client may withdraw from the Agreement via:
  - a. sending to the Operator's email address bok@pszczyńskirower.pl a statement regarding withdrawal from Agreement,
  - b. sending to the postal address of the Operator, specified in clause I.3 a written declaration of withdrawal from Agreement. For this reason the Client may avail of the form on withdrawal from Agreement enclosed in Annex no. 2 to the act on consumer rights (Journal of Laws of 2014, item 827 as amended), however, this is not obligatory.
3. In case of withdrawal from the Agreement, the Agreement is treated as non-concluded. In case of withdrawal from the Agreement each party is obliged to return to the other party all the items it obtained on the basis of the Agreement. The return of the services occurs no later than within 14 days from the day of receipt by the Operator of the declaration regarding withdrawal from the Agreement. The return of payment is conducted with the use of the same payment methods which were used by the Client in the initial transaction, unless within the declaration of withdrawal from the Agreement the Client agreed to another solution. Another solution ought to be indicated by the Client within the submitted declaration.
4. Right to withdraw from Agreement shall not be in possession of Client with reference to agreements specified in art. 38 of the act on consumer rights (Journal of Laws from 2014, item 827 as amended) and in particular it shall not be possible post realization of Agreement.

#### **XV. Termination of the Agreement at the request of the Client**

1. The Client has the right to terminate the Agreement. Termination in the written form must be sent to the address bok@pszczyńskirower.pl or to the postal address of the Operator.
2. The termination of the Agreement takes effect within 14 days from the date of receipt of the termination by the Operator.
3. Upon terminating the Agreement the Client is obliged to top up the means on the pre-paid Account to reach the balance of 0PLN.
4. If the means on the pre-paid Account exceed 10PLN on the day of termination of the Agreement, the unused means will be returned to the account from which they had been paid at the clear request by the Client, other, indicated within the termination. The returned amount will be decreased by the transfer fees.

#### **XVI. Final Provisions**

1. The acceptance of the hereby Terms of Service and the rental of the bike indicates: a declaration of the health state which ensures safe movement on a bike; ability to ride a bike; possession of permissions required by provisions of law and knowledge of road traffic provisions.
2. The Operator reserves the right to terminate the Agreement with a notice of 14 days in case the Client breaches the provisions of the hereby Terms of Service (i.e. lack of acceptance of the new Terms of Service, non-return of a bike at the required time) while the Client is entitled, in respect of the Operator, to submit claims related to the return of means on the pre-paid account, provided that they were not used by the Operator previously to cover the payable liabilities chargeable to the Client.
3. The Operator is entitled to introduce changes to the Terms of Service or to Privacy Policy with effect for the future. Information regarding changes of the Terms of Service or Privacy Policy will be sent to the email address indicated upon registration. Lack of written information regarding non-acceptance of changes to the Terms of Service submitted to BOK Pszczyński Rower Miejski within 14 days from the day of its issuance to the Client indicates an acceptance of the introduced changes by the Client.
4. For all matters unresolved in the hereby Terms of Service the binding legal provisions shall apply, and in particular, the provisions of the Civil Code and the act on road traffic.
5. In case of any discrepancies between the Polish and foreign language version of the Terms of Service, the Polish version of the document shall prevail.

**TABLES OF PAYMENTS AND PENALTIES OF PSZCZYŃSKI ROWER MIEJSKI**

Type of charges		Gross value
Initial fee		10 PLN
Payment for bike rental	Duration of rental	
	from 1 to 20 minutes	0 PLN
	from 20 to 60 minutes	1 PLN
	Second hour	2 PLN
	Third	3 PLN
	Each subsequent hour	4 PLN
Letter notifications regarding breaching the Terms of Service		10 PLN
Bike return in another location than the station		50 PLN + 5 PLN *km
Payment for exceeding the 12 hour limit of rental		200 PLN

**Fees specified in the table are VAT tax inclusive**

Penalties	
Theft, loss or damage of a standard bike	2000 PLN

**Attachment no. 2 Costs of repair and restoration of bikes at Pszczyński Rower Miejski System**

NAME	unit of measurement	PRICE*	VAT 23%	TOTAL
Fork adapter	piece	84.00 PLN	19.32 PLN	103.32 PLN
Front mudguard	piece	9.50 PLN	2.19 PLN	11.69 PLN
Back mudguard	piece	9.50 PLN	2.19 PLN	11.69 PLN
Chip	piece	24.78 PLN	5.70 PLN	30.48 PLN
Tube 26x2.125	piece	8.40 PLN	1.93 PLN	10.33 PLN
Bell	piece	3.60 PLN	0.83 PLN	4.43 PLN
Brake lever, right side	piece	9.92 PLN	2.28 PLN	12.20 PLN
Pipe TP-06 Allu. Regulated/ Silver	piece	0.60 PLN	0.14 PLN	0.74 PLN
Roller brake	piece	134.90 PLN	31.03 PLN	165.93 PLN
Bars	piece	17.81 PLN	4.10 PLN	21.91 PLN
Brake pads	piece	4.70 PLN	1.08 PLN	5.78 PLN
Set of brakes (clamps)	piece	15.57 PLN	3.58 PLN	19.15 PLN
Left crank	piece	19.50 PLN	4.49 PLN	23.99 PLN
Crank with rack	piece	28.00 PLN	6.44 PLN	34.44 PLN

connection block	piece	6.30 PLN	1.45 PLN	7.75 PLN
Basket	piece	8.85 PLN	2.04 PLN	10.89 PLN
Front light	piece	19.93 PLN	4.58 PLN	24.51 PLN
Back light	piece	11.63 PLN	2.67 PLN	14.30 PLN
Brake line (band)	piece	2.46 PLN	0.57 PLN	3.03 PLN
Line (band) of rear dérailleur	piece	1.90 PLN	0.44 PLN	2.34 PLN
Chain	piece	5.70 PLN	1.31 PLN	7.01 PLN
Basket fix	piece	18.06 PLN	4.15 PLN	22.21 PLN
Chain guard fix	piece	6.72 PLN	1.55 PLN	8.27 PLN
Back reflector	piece	1.59 PLN	0.37 PLN	1.96 PLN
Tyre (26 x 2.125)	piece	27.41 PLN	6.30 PLN	33.71 PLN
Carrier guard (back)	piece	24.61 PLN	5.66 PLN	30.27 PLN
Chain guard	piece	5.70 PLN	1.31 PLN	7.01 PLN
Brake line shell	meters	1.67 PLN	0.38 PLN	2.05 PLN
Rear derailleur shell	meters	2.11 PLN	0.49 PLN	2.60 PLN
Set of pedals	piece	13.26 PLN	3.05 PLN	16.31 PLN
Front hub (dynamic)	piece	164.90 PLN	37.93 PLN	202.83 PLN
Back hub	piece	130.05 PLN	29.91 PLN	159.96 PLN
Rear dérailleur pusher	piece	8.87 PLN	2.04 PLN	10.91 PLN
Front tyre with dynamo	piece	196.00 PLN	45.08 PLN	241.08 PLN
Rear derailleur with steering module	piece	20.40 PLN	4.70 PLN	25.10 PLN
Lamp cables	meters	5.12 PLN	1.18 PLN	6.30 PLN
Bike frame	piece	457.38 PLN	105.20 PLN	562.58 PLN
Left handle	piece	5.49 PLN	1.26 PLN	6.75 PLN
Right handle	piece	4.71 PLN	1.08 PLN	5.79 PLN
Saddle	piece	15.30 PLN	3.52 PLN	18.82 PLN
Advertisement sides	piece	33.60 PLN	7.73 PLN	41.33 PLN
Headsets	piece	5.69 PLN	1.31 PLN	7.00 PLN
Footer/ support	piece	14.40 PLN	3.31 PLN	17.71 PLN
Support 115mm	piece	12.56 PLN	2.89 PLN	15.45 PLN
Front spoke	piece	0.27 PLN	0.06 PLN	0.33 PLN
Back spoke	piece	0.27 PLN	0.06 PLN	0.33 PLN
seat pillar	piece	15.63 PLN	3.59 PLN	19.22 PLN
Roller brake screw	piece	19.90 PLN	4.58 PLN	24.48 PLN
Brake lever adjusting screw	piece	0.62 PLN	0.14 PLN	0.76 PLN
Back 3 speed wheel	piece	148.50 PLN	34.16 PLN	182.66 PLN
Fork	piece	43.00 PLN	9.89 PLN	52.89 PLN
Handlebar stem	piece	16.93 PLN	3.89 PLN	20.82 PLN
seat tube	piece	6.00 PLN	1.38 PLN	7.38 PLN
Lock code ABUS	piece	56.10 PLN	12.90 PLN	69.00 PLN
Electric lock	piece	672.00 PLN	154.56 PLN	826.56 PLN

