

TERMS OF SERVICE

of the System Rowerów Miejskich of Pszczyna and Gmina Goczałkowice - Zdrój

[Valid from 26 July 2019]

I. General Provisions

1. The hereby Terms of Service shall specify the rules and conditions of the use of the System Rowerów Miejskich of Pszczyna and Gmina Goczałkowice - Zdrój, also referred to as SRM (further: SRM) launched in the city of Pszczyna and Gmina Goczałkowice - Zdrój.
2. Terms of Service of SRM as well as the Privacy Policy are available free of charge on the internet website www.pszczynskirower.pl in such a way so as to enable familiarising with the contents, obtaining, accessing and recording it. This document may be obtained at the headquarters of Nextbike Polska S.A. with its registered seat in Warsaw, which is the SRM Operator.
3. Contact:
Nextbike Polska S.A.
ul. Przasnyska 6b
01-756 Warszawa
e-mail: bok@pszczynskirower.pl
e-mail: goczalkowice@pszczynskirower.pl
tel.: 32 630 62 55 (call charges in accordance 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. Current list of cities in which Nextbike systems are active may be found under the following link <https://nextbike.pl/o-nextbike/>

II. Definitions

Whenever the Terms of Service mention:

1. **Mobile Nextbike Application**-this ought to be understood as mobile application enabling the use of SRM System, available on devices with IOS or Android system.
2. **Customer Service Office (BOK SRM)** -this ought to be understood as a service launched by the Operator, providing contact with the Operator for the Customers by means of:
 - a. 24/7 hotline available under 32 630 62 55,
 - b. electronic post under the address bok@pszczynskirower.pl or goczalkowice@pszczynskirower.pl. Information regarding the functioning of BOK is available on the internet website www.pszczynskirower.pl.

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3. **Account blockade**-this ought to be understood as preventive measure consisting in preventing the use of SRM system of which the Operator may avail in case of breaching by a Client of the provisions of the hereby Terms of Service, in particular, a breach that constitutes a damage to the property of Pszczyna and Gmina Goczałkowice - Zdrój and the Operator.
4. **Promotional voucher**-ought to be understood as a voucher offered by the Operator which facilitates topping up of Client Account. The voucher amount and its designation is established by the Operator and it is non-refundable. The means from the voucher are used in the first place, prior to the means paid in by the Client.
5. **Electric lock** - ought to be understood as a mechanism which releases and blocks the bike in the docking station.
6. **Client Identifier**- ought to be understood as individual user number granted to the Client, which corresponds to the mobile telephone number submitted during registration and a 6-digit PIN number. Any RFID proximity card may also constitute an identifier. Details concerning registration and Client identifiers have been described in Section V. Registration.

7. **Client**- this ought to be understood as participant of SRM System who has accepted the Terms of Service and conducted registration at the SRM System. Personal data of Clients are processed and made available in accordance with the consents granted by them within the SRM System.
8. **Client Account**- this ought to be understood as Client account created in the course of registration, for the purposes of using the SRM System, as well as charging in accordance with Annex no. 1 to the Terms of Service.
9. **Cost of repairs**-this ought to be understood as the cost, calculated by the Operator, in relation to the damage made to a bike, based on the price list enclosed in Annex no. 2 to the hereby Terms of Service.
10. **Top up amount**- this ought to be understood as an amount of top up at the level of minimum 1 PLN, paid towards rentals onto the Client Account.
11. **Minimum Account Balance**- this ought to be understood as funds remaining on the Client Account the level of which cannot be lower than 10 PLN. Bike rental is possible exclusively when a Client is in possession of a minimum of 10 PLN on their account.
12. **Operator**-this ought to be understood as Nextbike Polska S.A. Company, which realizes the service of SRM maintenance, with its registered seat at ul. Przasnyska 6b, 01-756 Warszawa, entered into the register of entrepreneurs of the National Court Register maintained by the District Court for the city of Warsaw in Warsaw, XIII Economic Department of the National Court Register under the KRS number 0000646950, REGON number 021336152, NIP number 8951981007.
13. **Initial fee**-this ought to be understood as the amount of initial fee within SRM System, which equates to 10PLN gross (in words: ten zloty) and which is made by the Client upon registering in SRM System the payment of which constitutes an initial top up towards the top-up amount.
14. **Investigation procedure**-this ought to be understood as legal activities undertaken by the Operator, targeted at establishing the circumstances and events that occurred in relation to the use of bikes, in particular, related to the breach of terms of service, accidents and collisions or damages to the property of the Operator.
15. **Terms of Service**-this ought to be understood as the hereby Terms of Service, defining the principles and conditions of availing of SRM, and in particular, the scope of rights and obligations and responsibility of persons who avail of the possibility of renting bikes in the SRM system.
16. **Standard Bike**-this ought to be understood as the basic type of bike made available by the Operator in the SRM System. The bike is designated for persons who are above 13 years of age. Bike carrying capacity amounts to 120 kg. Whilst, it is assumed that a Bike is designated solely for one person's use.
17. **SRM Service**- this ought to be understood as actions undertaken by the Operator, related to the operation, repairs and maintenance of SRM.
18. **SRM Standard Station**- this ought to be understood as a set of bike stands with the devices for self-registration in the SRM system and for rental of bikes through SRM Terminal. The list of Standard SRM Stations may be found on the internet website www.pszczynskirower.pl.
19. **User zone**- this ought to be understood as administrative borders of the city of Pszczyna, city of Tychy and municipality Goczałkowice – Zdrój.
20. **Internet website**- this ought to be understood as a website launched by the Operator www.pszczynskirower.pl which contains the necessary data for commencing and further use of SRM.
21. **SRM System**- this ought to be understood as the 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.
22. **Table of charges and penalties**-this ought to be understood as the price list of services and charges of SRM, which constitutes an integral part of the Agreement. Price list enclosed in Annex No. 1 to the hereby Terms of Service which is available on the internet website www.pszczynskirower.pl.
23. **SRM Terminal**-this ought to be understood as a device for self-rental of bikes located in SRM Stations.
24. **Agreement** - this ought to be understood as the Agreement between a Client and the Operator which establishes mutual rights and obligations specified in the Terms of Service. It is considered 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 SRM and subject to submission by the Client of a declaration of acceptance of Terms of Service, submission of declaration on granting consent for personal data processing and initial fee payment paid during the registration process of the Client in SRM. Personal Data Administrator shall be Nextbike Polska S.A.

25. **Bike rental**-this shall be understood as a rental of a bike from a SRM Station by means of Client Identifier or via another method as specified in section II point 10. Rental process has been specified in detail in Clause VII of the Terms of Service.
26. **Return of bike**- this ought to be understood as returning the bike to SRM Station. The process of bike return is specified in Clause X of the Terms of Service. Simply securing the bike with protective rope will not be understood as a Return. The Operator allows the possibility of returning the bike at a different station than the SRM Standard station within the Use Zone.

III. General rules of use of SRM

1. The condition for the use of the SRM System is the 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 the SRM 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 zloty).
2. 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 the Tables of charges and penalties as well as Costs of repair and restoring of a bike in the SRM System. Within the statement the parents or legal guardians undertake to top up the account of the minor within the SRM System in a way so as to ensure that the account is active at the time of rental (VII, Clause 1). In order to maintain a written form of legal action the Guardian is obliged to submit a handwritten signature on the consent. The scanned version of the letter must be sent via an email to the address: bok@pszczyńskirower.pl or goczalkowice@pszczyńskirower.pl, while the original version ought to be sent to the address of the Operator or submitted in person to the BOK SRM seat or the seat of the Operator.
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 riding license.
5. The Client may rent up to four bikes at the same time.
6. The use of the rented bike is allowed within the User zone. In the course of rental, the User may move beyond the User Zone, however, he or she is obliged to return to it prior to completing the rental and return it within the functional areas.
7. Parties to the Agreement undertake to mutually inform one another of any changes to the addresses or other data identifying the parties, which have been indicated during registration in the system.

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. In the event of non-compliance with the conditions contained within the Terms of Service of the Operator, he shall be entitled to block the Client's account. Detailed conditions regarding the blockade of the account have been specified in Clause XVI of the hereby 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 SRM System.
3. The use of bikes within the SRM System may take place solely for non-commercial reasons.

4. The Client shall be responsible for the bike/bikes from the moment of rental from the SRM Station until the moment of its/their return to the SRM station. Whilst, it is assumed that the Client is obliged to return the bike/bikes to the dedicated Station for a specific type of bike. In particular, the Client is obliged to undertake actions targeted at preventing any damages and theft of the rented car.
5. In the event of theft of a bike that occurs during rental, the Client is obliged to inform BOK SRM immediately after noticing the occurrence of a theft incident.
6. The use of the SRM System 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 stemming from an improper use of the equipment forming part of the SRM System, the Client undertakes to cover the costs of replacement of the damaged parts and services related to their exchange, designated for restoring of a bike to its initial state, from before the rental. The Operator shall submit an adequate receipt or VAT invoice to the Client for completion of the necessary repair works. The evaluation of individual parts of the bike, which have been damaged out of Client's fault, shall be made on the basis of Annex no 2 to the hereby Terms of Service- Costs of repair and restoring of bike.
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 SRM.
10. Any purposeful damage to the property of the Operator shall result in the necessity to bear costs of repair and restoration by the perpetrator and, in consequence, it may result in the initiation 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-compliance with the provisions of the Terms of Service, 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 bikes within the SRM System.
12. The users are forbidden to transport the bikes from the SRM system via vehicles and other means of transport, owned by private persons, excluding Means of Public Transport.

V. Registration

1. Prior registration of Client, acceptance of the provisions of the Terms of Service, indication of personal data required upon registration and maintaining of the minimum account status (10PLN) are the necessary condition for using the SRM System.
2. Registration may be realized through:
 - a. SRM Terminal located at the Station
 - b. Website www.pszczynskirower.pl
 - c. Mobile Nextbike application
 - d. Telephone contact with BOK SRM
3. During the registration process through the website www.pszczynskirower.pl, via the Nextbike application or via telephone contact with the BOK SRM employee the submission 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 (optional),
4. During registration process at the SRM 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.

The remaining data specified in clause 3 letter b, c and d are obligatory to be submitted by the Client no later than within 24 hours from the moment of registration. In case of lack of submission of data within the indicated term, the account will be blocked. Unblocking of the account will occur at the time of indication of correct and full data.

5. In order to complete the process of registration an email will be sent to the indicated email address, containing a link designated to confirm the data by the Client. Once the link has been authorized, the account will be verified. Lack of confirmation of data within 24 hours from the moment of obtaining the email, through clicking on the verification link will cause failure to complete the registration process within the SRM System and through this-a blockade of the account.
6. Client accounts which contain incorrect personal data with OPLN account balance may be automatically deleted from the SRM database system.
7. During the registration process at SRM Terminal the Client enters the PIN code of his own. Whilst, during the registration via: internet website, Nextbike mobile application and BOK SRM-PIN code is generated automatically. Post registration the Client receives a confirmation from SRM 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 SRM System.
8. In order to streamline the process of logging in at the Terminal, the Client has the possibility to attach the RFID card to his SRM account. 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. Electronic Student Identification Card, that is 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 relevant acts together with PIN number. Terminals are adjusted for cooperation with PayPass and PayWave types of products,

After logging in on his account on the website www.pszczynskirower.pl, the Client may turn off the PIN code through marking the following option: *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 the following methods of identification: b, c and e.

9. The condition for registration is the submission of true data, acceptance of conditions specified in the hereby Terms of Service. Personal Data Administrator, Nextbike Polska S.A., with its seat in Warsaw, processes personal data as indicated in the registration form pursuant to art. 23 (1) (3) of the Act on Personal Data Protection for the purposes related to the executions of the Agreement and for the period of its duration, as well as for purposes related to the marketing of own products and services as specified in art. 23 (1) 5 of the Act of Personal Data Protection, as well as in the scope and purpose of processing of personal data to which a persons whose data it concerns consented.

10. Submission of personal data is voluntary, but necessary; lack of personal data submission prevents the use of SRM System services. The information on safety of personal data is available within the Privacy Policy document of Nextbike Polska S.A., which may be found at: www.pszczynskirower.pl.
11. Any person, whose data are in question, has the right to access such contents, possibility of their amendment, correction, deletion or limiting the processing, right to transfer data and for an objection to be expressed against their processing- which will result in immediate removal of personal data. Furthermore, any person, whose data are in question, has the right to withdraw the consent for their processing at any time without impact of compliance with law of processing, which was made pursuant to the consent prior to its withdrawal.
12. Personal data in the scope specified in par. 3 above are processed solely for the purpose of execution of the Agreement and in the scope and purpose of the consents expressed by the Client and they may be made available to other entities cooperating with Nextbike S.A. exclusively within the limits of the provisions of law in place. Personal data are processed, stored and secured in accordance with the principles specified in the binding legal provisions.
13. The Operator reserves the right to contact Clients regarding matters related to Agreement realization.
14. The Client may further grant consent for receiving via text messages and electronic post information materials concerning services provided by the Operator within the framework of SRM, as well as anonymous questionnaires sent by means of electronic post or available directly within the SRM System, targeted at obtaining by Operator the necessary demographic and profile 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.
15. 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 SRM IT system. If there are no arrears in the scope of payments for the use of bikes and data concerning individual transactions are no longer obligatory for realization of target for which they have been gathered, they are deleted immediately upon submission by Client of a motion for their deletion. In case of submitting a complaint, such data are stored until completion of the complaint procedure and potential proceedings caused by it, identification of claim by the Client and for evidence purposes. 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.
16. 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.
17. 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 SRM 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 SRM System.

VI. Payment methods

1. Payment for services and products offered within the SRM system may be conducted through:
 - a. crediting the pre-paid Client Account via bank transfer or through payment via payment card, in particular, via www.pszczynskirower.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.

- b. launching the order of debiting the credit card with which the charging of payment of a minimum of 10 PLN is related, in cases specified in clause VII 1 (b). This might be conducted by means of entering credit card number within the SRM Terminal during contact with BOK SRM as well as by means of mobile application Nextbike.
2. All payments are transferred to the account of Operator.
3. At Client request, the Operator will provide the Client with VAT invoice, issued by Municipal Road Authority in Pszczyna and Gmina Goczałkowice - Zdrój covering the paid 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.
4. 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 Client Account, through topping up by means of transfer or by single payment with the use of payment card,
 - b. defining as a form of payment of the credit card with possibility of debiting, via terminal or via contact with BOK SRM, through which these means are automatically transferred.
2. Standard Bike Rental is possible at any Standard SRM Station and at other stations located in the Use Zone post prior launch of SRM Terminal, logging in and proceeding according to the displayed messages on the device of SRM Terminal. Release of electric lock is signalized via adequate message displayed on the SRM Terminal as well as a sound signal. During the rental the Client obtains the number for the code lock which releases a safety rope within the rented bike. This number may be confirmed until the return of the bike at the SRM Terminal, on Nextbike mobile application as well as in BOK SRM. The Client is obliged to ensure that the standard 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 SRM and inform it of the absence of a clamp. A rental may also be performed by means of mobile application Nextbike or by contacting BOK SRM.
3. The Client is obliged to ensure, prior to commencing the ride, that the bike is fit for use, in particular:
 - a. The bike tyres are inflated, the brakes work.
 - b. It has a working safety rope, also called a clamp (in case of Standard Bikes)
4. Once each type of a bike is released, the Client is obliged to secure the rope in such a way so as to prevent it getting into the wheel.
5. In case of discovering during the bike rental any defects of the bike, the Client is obliged to immediately report the problem to BOK SRM and return the bike to the closest SRM Station dedicated for a given rented type of bike.
6. Rental and use of an unfit bike by the Client may result in his liability for any defects or damages resulting from the use, in case when the Client could have been able to identify the unsuitability of the bike.
7. It is recommended that the Client has, during rental, a working mobile phone in case of a necessity to contact BOK.
8. 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. While carrying items the weight of which exceeds 5 kg in the basket one must maintain special caution. The maximum weight of items within the basket cannot exceed 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 or leaving items

or goods carried in the basket. In particular, the Operator will not bear any responsibility for the carried electronic equipment being the property of a Client.

9. The maximum load of Standard Bike, designated for use by 1 person cannot exceed 120 kg,
10. In case of any problems with the rental or return of a bike at the SRM Station, the Client is obliged to contact BOK SRM via telephone. 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 SRM bike as a transport means is designated to move between SRM Stations. It is not allowed to use SRM bikes for mountain rides, jumps, stunt tricks, as well as racing and using the bike to pull or push anything.

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 single 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 SRM immediately after being noticed. In case of each failure which prevents further ride the Client is obliged to stop and inform BOK SRM via telephone as well as return the bike to the closest SRM 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 SRM Service.
3. The Client has an obligation to have the possibility of contacting BOK SRM at all times when renting a bike.

X. Return

1. The Client is obliged to correctly return the Standard Bike, through:
 - a. Placing the bike in a dedicated SRM Standard Station (and at other stations located in the Use Zone) and connect the bike with a free electric lock, which constitutes an integral part of the stand. Correct blocking of a bike in a stand is confirmed by a sound signal and a physical locking of the bike in a stand.
 - b. Returning the bike to SRM Standard Station (and at other stations located in the Use Zone) and bike's return with the use of a code lock (solely at a station in which the Client has no possibility of connecting the bike to the electric lock, i.e. When there are no free spots or in case of SRM Standard Station failure), connecting the bike to a stand or to another bike (correctly secured by connecting to the electric lock or secured by a clamp) located at the Standard SRM Station, blocking the lock (through adjusting the digits) and pressing the "Return" button on the electronic part of the Terminal and proceeding in line with instructions displayed on the screen. Upon blocking the lock, the Client may also return the bike via mobile application Nextbike or through contacting BOK SRM. In order to enable a return of bike by means of telephone contact with BOK SRM, the presence of a Client at the Station on which the bike return is to be conducted is required.
 - c. In case of occurrence of any difficulties related to the bike return, the Client is obliged to immediately contact the 24/7 hotline of BOK SRM. Whilst, it is assumed that in order for the bike return to be carried out by means of telephone contact with BOK SRM, the Client ought to be present at the Station on which a given bike return is to be carried out.
2. The Client is obliged to correctly return and secure the bike, as specified in clauses X.1 to X.3 under the pain of:
 - a. Charging of fees for the use of bikes in accordance with the accepted price list and, in case of rental exceeding the 12-hour period of time, charging of additional fee in the amount of 200 PLN.
 - b. Charging of contractual penalty for the loss, theft or damage to the bike in accordance with Annex No. 1 and Annex No. 2 of the hereby Terms of Service.

- c. Charging of penalty for the bike return in another location than the dedicated Station in accordance with Annex No. 1 to the Terms of Service.
 - d. Temporary or permanent blocking of Client Account.
3. Fee for incorrect bike return as specified in Clause X.2.c is calculated on the basis of costs specified in Table of Charges and Penalties under item *Penalty for bike return at a place other than the designated station*.
 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. Furthermore, in case of the occurrence of the above event the Client is obliged to inform BOK SRM no later than 24 hours post the occurrence of such 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 and in SRM Terminals.

Fees for Standard Bikes (regardless of the system they belong to) are calculated by following charges for renting a Bike operating in the city (one of the Use Zones), in which the Standard Bike is rented.

The basis for the calculation of a charge is the number of minutes of rental, measured from the moment of bike rental to the moment of connecting the bike with electric lock or obtaining the confirmation from the SRM 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. Fee for single rental is a sum of receivables for subsequent time intervals.
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 30 minutes of rental is calculated and subsequent paid 30 minutes of rental.
4. In case when charging the fee for the ride exceeds the means on the account the Client is obliged to top up his 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. Reimbursement of charges made towards rentals may be made upon termination of the Agreement. During the term of the agreement with the Operator of SRM system the payments towards rentals (top up amount) are non-refundable.
6. In case of obtaining a promotional voucher, the top up amount of Client account and its designation are established by Operator and it is non-refundable, that is there is no possibility of obtaining payment of funds. 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, available on the system website.
7. Non-used funds are transferred from season to season and are not subject to cancellation.
8. In case of Client falling behind with payments due for the Operator, the Operator of services reserves the right to pass the information regarding the overdue payments to the entities indicated by the relevant provisions of law. The Client acknowledges that SRM Operator is entitled to transfer the payable liabilities he is entitled to from the Client, resulting from the Agreement, onto third parties, which will authorize these third parties to recover these liabilities from the Client. SRM Operator reserves the right to entrust recovery of liabilities owed by the Client to debt-recovery firms.

XII. Responsibility

1. The Operator realizes the services related to the maintenance of SRM System and bears 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@pszczyńskirower.pl or goczalkowice@pszczyńskirower.pl
 - b. via post to the address of the Operator, specified in clause I.3
 - c. in person at the headquarters of the Operator.
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, telephone number, which would allow for an identification of the Client will not be considered by the Operator.
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 processes the complaint within 14 days from the date of their receipt or supplementation and in case of matters of particular complexity, this period may last up to 30 days. 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 reply to a given complaint will be posted to the Client via electronic or traditional post to the correspondence address via a manner indicated in the complaint. The Operator may send the reply to another address/ email address indicated as correspondence address by the Client submitting the complaint.
8. 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, and professional in form and in content reply.
9. The Client has the right to appeal against the decision issued by BOK.
10. The Client has the right to appeal against the decision issued by the Operator. The appeal will be considered within 14 days from the day of its submission to BOK. The appeal ought to be submitted in one of the following ways:
 - a. via electronic means to the email address bok@pszczyńskirower.pl or goczalkowice@pszczyńskirower.pl,
 - b. via post to the address of the Operator, specified in clause I.3
 - c. in person at the headquarters of the Operator.
11. The Client may:
 - a. direct an appeal against the decision of the Operator directly to 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 Client 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 or goczalkowice@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 2017, item 683), 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. In case of withdrawal from the Agreement, the Agreement is treated as non-concluded. Should, pursuant to a demand of Authorized User, the service provision commence prior to the expiry of the term of withdrawal from Agreement, the User is obliged to pay for the services fulfilled until the time of withdrawal from the Agreement. The reimbursement of funds remaining on the account occurs no later than within 14 days from the day of receipt by the Operator of the declaration regarding withdrawal from the Agreement with the use of the same methods of payment which were used by the Client in the initial transaction, unless the Client indicated an alternative solution within the declaration regarding withdrawal from Agreement.

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

1. The Client has the right to terminate the Agreement. Termination may be submitted by the Client in the following manner:
 - a. via electronic means to the email address bok@pszczyńskirower.pl or goczalkowice@pszczyńskirower.pl,
 - b. via post to the address of the Operator, specified in clause I.3
 - c. in person at the headquarters 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. Liquidation by the Operator of Client Account within the SRM System is the result of agreement termination.
3. Prior to submitting termination statement the Client is obliged to top up the means on the Client Account to reach the balance of OPLN. Termination of Agreement in a situation in which the balance of the Client Account is negative remains without effect on the right of the Operator to pursue the amount equal to the unsettled by the Client amount of liabilities for services provided by the Operator.
4. If the funds on the Client Account exceed OPLN on the day of Agreement termination they will be reimbursed to the bank account indicated by the Client, unless the Client consented to an alternative solution within the Termination of Agreement. Another solution ought to be indicated by the Client within the submitted declaration. Reimbursement of funds will occur within the term up to 30 days from the date of Agreement Termination. In case when reimbursement of funds is related to the necessity of incurring additional costs on the side of the Operator, in the form of transfer fees, these costs will be deducted from the funds which the Client is entitled to be reimbursed with.

XVI. Blockade of User Accounts

1. The Operator reserves the right to a temporary or permanent blocking of Client Account within the SRM system in case of non-compliance with the conditions of use of SRM bikes, included within the hereby Terms of Service.
2. In particular, the blockade may occur, when the Client:
 - a. Has not filled out personal data in detail, as specified in clause V.3 of the hereby Terms of Service
 - b. Uses the bike contrary to its designation
 - c. Leaves the bike at a place other than the dedicated Station
 - d. Leaves the bike unsecured
3. The account blockade may occur also in case when after the bike rental by the Client, the bike has been lost.
4. Permanent blockade of Client Account prevents any future set up of a new account and is an equivalent of termination of Agreement with a given Client by his fault.

XVII. Nextbike Mobile Application

1. Nextbike Mobile Application is available for download free of charge at Google Play and Apple AppStore stores.
2. The use of Mobile Application is possible by means of telephones with adequate, up to date Google Android or Apple IOS system as well as access to Internet.
3. The use of Nextbike Mobile Application is possible upon registering in the Nextbike System. The provisions of the hereby Terms of Service in the scope of conditions for the use of SRM are applicable to Nextbike Mobile Applications respectively.

XVIII. 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 within a notice period of 14 days in case the Client breaches the provisions of the hereby Terms of Service (i.e. 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 Client Account, provided that they were not used by the Operator previously to cover the payable liabilities chargeable to the Client.
3. Information regarding changes of the Terms of Service or Privacy Policy will be sent to the email address indicated upon registration. The information regarding changes to the hereby Terms of Service or to the Privacy Policy will be sent to the email address indicated upon registration. Lack of written information of lack of acceptance of the change to Terms of Service or Privacy Policy sent to BOK within 14 days from the day of its posting to the Client indicates acceptance of introduced changes within Terms of Service or Privacy Policy by the Client. A written information regarding lack of acceptance by the Client of changes made to the Terms of Service or Privacy Policy is equivalent to termination of Agreement 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.

Annex No. 1 SRM TABLES OF FEES AND CONTRACTUAL PENALTIES

Type of charges	Gross value
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Initial fee		10 PLN
Payment for bike rental	Duration of rental	
	from 1 to 30 minutes	0 PLN
	from 31 to 60 minutes	1 PLN
	Second hour	2 PLN
	Third hour	3 PLN
	Fourth hour and each subsequent hour	4 PLN
Letter notifications regarding breaching the Terms of Service		10 PLN
Bike return in another location than the station (within the limits of the use zone)		180 PLN
Payment for exceeding the 12 hour limit of rental		200 PLN
Payment for collecting the bike left outside the SRM use zone		300 PLN

Fees specified in the table are VAT tax inclusive

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

Annex no. 2 Costs of repair and restoration of bikes at Municipal Bike 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 derailleur 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

* may be subject to changes