

TERMS OF SERVICE
of Municipal Bike system

[Effective from 31/08/2017]

I. General Provisions

1. The hereby Terms of Service define principles and conditions of using the bikes available as a system of **Municipal Bikes** (further referred to as: **Municipal Bike**) organized by Michałowice Municipality within the territory of the Municipality, launched and maintained by Nextbike Polska S.A. As system Operator.
2. Terms of Service of **Municipal Bike** as well as the Privacy Policy are available free of charge on the internet website www.rower.michalowice.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.
3. Contact: Nextbike Polska S.A.
ul. Przasnyska 6b
01-756 Warszawa
e-mail: bok@rower.michalowice.pl
tel.: 22 244 13 13
tel.: 22 382 13 12 (call charges in accordance with Operators' tariffs).

II. Definitions

1. **Terms of Service** - the hereby Terms of Service define principles and conditions of availing of **Municipal Bike** system, and in particular, conditions, scope of rights and obligations and responsibility of persons who avail of the possibility of renting bikes in **Municipal Bike** 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 **Municipal Bike** system.
2. **Agreement** - Agreement between Client and 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 **Municipal Bike** system and subject to submission by Client of 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 **Municipal Bike** system.
3. **Operator** - Nextbike Polska S.A. with its registered seat in Warsaw, ul. Przasnyska 6b, 01-349 Warsaw, entered into the register of entrepreneurs of National Court Register in Warsaw, XIII Economic Department of National Court Register conducted by District Court for the city of Warsaw in Warsaw, XIII Economic Department of the National Court Register under the KRS0000646950, REGON 021336152, NIP 8951981007, realizing services related to the service of Municipal Bike system.
4. **Municipal Bike 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 Municipal Bike System who has accepted the Terms of Service and is registered within the **Municipal Bike** system.
6. **Municipal Bike Service** - actions performed by the Operator in relation to the exploitation, repairs and maintenance of **Municipal Bike**.
7. **Contact Centre, also referred to as BOK** – a platform launched by the Operator which ensures telephone contact for its Clients via a hotline at the following numbers 22 244 13 13 or 22 382 13 12, contact via electronic post via e-mail to bok@rower.michalowice.pl as well as a 24/7 service. Information regarding the functioning are available on the internet www.rower.michalowice.pl; www.turystyka.michalowice.pl
8. **Municipal Bike Station** - set of bike stands with devices for self-registration within the system of **Municipal Bike** and for collecting bikes through **Municipal Bike** Terminal via mobile application. List of stations of **Municipal Bike** is located on the internet website www.rower.michalowice.pl

9. **Municipal Bike Terminal** - device for self-rental of bikes located at **Municipal Bike** Stations.
10. **Client Identifier** - personal number assigned to Clients by the Operator, in a numerical form, in the form of mobile phone number which Client defined during registration within the system of Municipal Bike and a 6-digit PIN number which was indicated during registration in Municipal Bike. In order to facilitate the process of bike rental and return within the system of Municipal Bike Client may avail of it post activation at the Municipal Bike Terminal. Urban Card, ELS Electronic Student ID or payment proximity card. During the rental and the return of the bike the above are treated as equal to the Client Identifier. During the rental and return of the 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. Warsaw Urban Card (WKM), proximity, personalized electronic card (RFID) with its unique, encoded number together with PIN number,
 - c. ELS Electronic Student ID (ELS), proximity, personalized electronic card (chip+RFID) with its unique, encoded number together with PIN number,
 - d. 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.
11. After logging in on the account on the website www.rower.michalowice.pl Client may switch off the PIN through indicating the 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 methods of identification: b, c, d at the terminal.
12. **Tables of charges and penalties** - price list of services and charges of Municipal Bike system, being an integral part of the Agreement. The pricelist is available on the website www.rower.michalowice.pl
13. **Costs of repair and restoring of a bike in Municipal Bike 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 Municipal Bike System where debit and credit operations are realized for the use of services and products offered within the Municipal Bike 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 Municipal Bike System equates to 10PLN gross (in words: ten zloty) and is made by the Client upon registering in Municipal Bike System the payment of which constitutes an initial top up towards the top-up amount.
16. **Top up amount**-payment towards rentals or other settlements with Operator, indicated 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 the Michałowice Municipality.
19. **Use of bike**- taking and using a bike from the Station. Municipal Bike by means of Client Identifier or via another method as specified in clause II.10. Rental process is specified in detail in clause VII of the Terms of Service.
20. **Bike return**-return of the bike at Municipal Bike Station. The process of bike return is specified in Clause X of the Terms of Service.
21. **Promotional voucher**- Operator stipulates the possibility of topping up the account set up within Municipal Bike 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, available on the system website.
22. **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 rules of using Municipal Bike system

1. The condition for the use of Municipal Bike 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 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 initial payment and the use of the bike in accordance with the Terms of Service.
2. 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 Municipal Bike System. Within the statement the parents or legal guardians undertake to top up the account of the minor within Municipal Bike 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. Consent ought to be sent to the email address: bok@rower.michalowice.pl
3. 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.
4. Disabled persons below 13 years of age may use bikes under supervision of their parent or legal guardian.
5. Client may use up to four bikes at one time. In case of rental for longer period of time than 12 hours, Client ought to top up the funds by an amount which he or she intends to use for the rides. The use of the rented bike is allowed within the User zone.
6. It is forbidden to return bikes from Municipal Bike system at the stations of the Warsaw Public Bike (Veturilo) and Konstancin City Bike (KRM). The above noted systems are located outside 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 and in case of the occurrence of bike breakdown in the course of rental, he ought to proceed in line with clause VII, point 5 below. This does not concern regular use breakdowns such as tube puncture, falling of chain. The Client bears full responsibility for any results of events which occur pursuant to the breach by him of the law in place when using the Municipal Bike System.
3. The use of bikes via Municipal Bike 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 a Municipal Bike Station to the moment of their return to the Municipal Bike 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 Municipal Bike Station to the moment of its return to any Municipal Bike Station.
5. In the event of theft of the bike that occurs during rental, the Client is obliged to inform BOK of Municipal Bike System within the maximum of 12 hours from the theft incident.
6. The use of Municipal Bike 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

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 Municipal Bike 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 evaluation of the value 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, further referred to as " Costs of repair and restoring of bike at Municipal Bike System". The Operator shall submit an adequate receipt or VAT invoice to the Client for completion of the necessary repair works. The Operator shall be authorized to charge an amount equivalent to the costs of repair and bike restoration costs from the top up amount on Client's account to which the Client hereby consents.
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.
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-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.
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 Municipal Bike System.
2. Registration takes place on internet portal located under the address: www.rower.michalowice.pl In addition it is allowed for the registration to be conducted at BOK, via telephone contact with an employee of BOK and by means of a payment card with the option of charging in Municipal Bike Terminal, as well as through the use of Nextbike application which is available on the devices equipped in iOS and Android systems.
3. During the registration process through the website www.rower.michalowice.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, email address,
 - c. PESEL number,
 - d. mobile phone number,
 - e. payment card number in case of payment with credit card with the possibility of charging (optional),
4. During the registration process in Municipal Bike Terminal the Client indicates the following personal details, which he is obliged to supplement by the additional data, specified in clause 3, items b and c, no later than within 24 hours post registration:
 - a. mobile phone number
 - b. name and surname,
 - c. payment card number with possibility of debiting
5. During the registration process at Municipal Bike Terminal the Client enters the PIN code of his own. Whilst, during the registration via: internet website, Nextbike application and BOK-PIN code is generated automatically. Post registration the Client receives a confirmation from Municipal Bike System regarding a successful registration as well as his individual PIN code which, together with an indicated mobile phone number, constitutes Client Identifier in Municipal Bike 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 (that is Journal of Laws of 2002, No. 101, item 992). The Client has the right to access the content of his personal data and the possibility to amend, supplement or change them. The data administrator is Nextbike Polska S.A. with its registered seat in Warsaw 01-756, ul. Przasnyska 6b.
7. Submission of personal data is voluntary, but necessary; lack of personal data submission prevents the use of Municipal Bike System services. The information on safety of personal data is available within the Privacy Policy document of Nextbike Polska, available at: bok@rower.michalowice.pl
8. Personal data are processed solely for the purpose of proper functioning of Municipal Bike and may be accessible to other entities cooperating with Nextbike exclusively within the framework of the provisions of law in force.
9. The Operator reserves the right to contact Clients regarding matters related to Agreement realization.
10. 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 Municipal Bike system, as well as anonymous questionnaires sent by means of electronic post or available directly within the Municipal Bike 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.
11. 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 Municipal Bike 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, no sooner however than after 2 years and in case of submitting a complaint, data are stored until the complaint procedure and any potential proceedings triggered by it, recognition of claim by Client for evidence purposes have ended. 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.
12. Personal data are processed, stored and secured in accordance with the principles specified in the binding legal provisions.
13. 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.
14. 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 Municipal Bike system 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 Municipal Bike System.

VI. Payment methods

1. Payment for services and products offered within the Municipal Bike system may be conducted through:
 - a. Defining as forms of payment card payments with debiting option, at the terminal, which is related to charging a refundable initial fee in the amount of 10PLN gross or
 - b. crediting the pre-paid Account via bank transfer or through payment via payment card, in particular, via www.rower.michalowice.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 debiting of payment card may occur at a time when a given account is inactive. This may take place by entering the payment card number, that is credit card, debit card within Municipal Bike Terminal, during the contact with BOK, as well as via Nextbike application available on iOS system and Android system devices.
3. Payment method may be altered each time, post logging in to the website www.rower.michalowice.pl within the tab Top up Account. In order to resign from debiting the payment card one must contact BOK on this matter.
4. All payments are transferred to the account of Operator.
5. At Client's request the Operator may issue a VAT invoice solely and exclusively for 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.
6. 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 and use of bikes

1. Bike rental is possible in case a Client has an active account status. Active account status is understood as:
 - a. having a minimum amount of 10 PLN gross on the pre-paid Account, through topping up by means of bank 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, through which these means are automatically transferred.
2. Rental of a bike is possible from Municipal Bike Station:
 - a. After prior launch of Municipal Bike Terminal, logging in and following instructions displayed on the device of the Terminal of Municipal Bike system. Disconnecting the bike with the stand may be done through detaching the code lock with the help of code displayed on the screen of the device or received via text message. Rental may also be done via Nextbike application or by contacting BOK-calling the numbers indicated in the terminal.
3. Rental commences after completion of the procedure of rental specified in clause 2.
4. 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.
5. 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 Municipal Bike Station.
6. 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.
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. 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.
9. Maximum load of a:
 - i. standard bike cannot exceed 120 kg

- ii. Cargo cannot exceed 220 kg, whilst, it is assumed that payload of the box amounts to 100 kg and the load of the bike itself (without the box) amounts to 120 kg. Cargo type of bike is adjusted to carrying 4 children in the box.
10. In case of any problems with the rental, use or return of the bike from Municipal Bike Station the Client is obliged to contact BOK by phone. The employee of BOK will inform the Client of further actions to be taken. Bike as a transport means is designated to move between Municipal Bike Stations. It is not allowed to use Municipal Bike 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 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 within the maximum of 12 hours from the time of bike rental in the system. In case of each failure which prevents further ride the Client is obliged to stop and inform via telephone BOK as well as return the bike to the closest Municipal Bike 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 Municipal Bike System 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 return the bike with the use of code lock, connecting the bike to the stand or to other bike located in Communal Bike Station, blocking the lock (through shuffling the digits), pressing the button "Return" on the electronic part of Municipal Bike Terminal and following instructions on the display. Upon blocking the lock, the Client may also return the bike via mobile application Nextbike or through contacting BOK. The Client is responsible for correct securing and returning the bike within the system. In case of difficulties with returning the bike the Client is obliged to contact 24/7 helpline.
2. In case of improper bike return as specified in clauses X.1 Client bears costs of its further rental and is responsible for any potential theft.
3. 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 fees related to restoring bike and bringing it to the state from before the accident/collision will be borne by person responsible for the incident prior to previous submission of a document with indication of the 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 up to 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 on the website www.rower.michalowice.pl and in Municipal Bike Terminals. The basis for the calculation of a charge is the number of minutes of rental, measured from the moment of bike rental in Municipal Bike 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 Municipal Bike System regarding the confirmation of bike return.
2. In case when Client makes the payment in the form of Pre-paid Account and calculated charges for the ride exceed the means on it the User in order to be able to continue the use of Municipal Bike System must top up his or her account by a minimum 10.00 PLN gross, the so called initial fee.
 3. The initial fee in the amount of 10 PLN gross is subject to return during registering the user in the Municipal Bike system.
 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 10PLN 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 Municipal Bike 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 Municipal Bike system.

XII. Responsibility

1. The Operator realizes the services related to the maintenance of Municipal Bike 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, solely when such disclosing of 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@rower.michalowice.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, PESEL 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 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 BOK within 14 days from the date of receipt of the reply to the complaint.
 - b. launch civil action in the adequate court.
13. Operator does not anticipate the possibility of availing of non-court methods of processing complaints and seeking compensation.
14. In accordance with the Regulation of the European Parliament and Council (EU) No. 524/2013 from 21 May 2013 on internet system of resolving consumer disputes and change of Resolution (EC) no. 2006/2004 and Directive 2009/22/EC (Resolution on ODR on consumer disputes). Operator hereby makes available an internet platform ODR connection (online dispute resolution): <https://webgate.ec.europa.eu/odr>. ODR Platform enables non-court resolution of disputes between entrepreneurs and consumers. Settlement of disputes is of voluntary nature.

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@rower.michalowice.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@rower.michalowice.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 subject to Client having topped up the funds on the pre-paid Account to reach the 0 PLN balance. Lack of topping up of the means within the above date will cause non-effective execution of termination of the Agreement.
3. If the funds of the pre-paid account exceed 0 PLN 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 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. 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 prevents 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. 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 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 MUNICIPAL BIKE

Duration of rental	Fee (gross)*
from 1 to 20 minutes	0 PLN
from 20 to 60 minutes	0 PLN

Second hour	0 PLN
Up to 12 hours	0 PLN
From 12 hours each subsequent hour	10 PLN
Exceeding 24h rental + rental costs **	200 PLN
Type of charges	Fee (gross)
Initial fee	10 PLN
Deposit	0 PLN***
Letter notifications regarding breaching the Terms of Service	10 PLN
Value of bike in case of theft or damage	2000 PLN
Theft, loss or damage of a cargo bike	7000 PLN

* Fee for single-time rental is a total sum for the ridden hours..

** Additional payments stem from non-compliance with Terms of Service.

*** may be subject to changes

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

