

TERMS OF SERVICE
of the Opole Bike system
[Valid from 01.06.2016]

I. General Provisions

1. The hereby Terms of Service shall define the principles and conditions of the use of the system of Opole Public Bikes, also called Opole Bike (further referred to as Opole Bike), launched in the city of Opole.
2. Terms of Service of Opole Bike as well as the Privacy Policy are available free of charge on the internet website www.opolebike.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 Nextbike Polska Sp. z o.o. with the company seat in Warsaw,
3. Contact:
Nextbike Polska Sp. z o.o. ul. Przasnyska 6b
01-756 Warszawa
e-mail: bok@opolebike.pl
tel: 77 550 39 39
tel: 77 550 30 00 (call charges in accordance with Operators' tariffs).
4. Current list of cities where Nextbike systems are in place is available under the address: <https://nextbike.pl/o-nextbike/>

II. Definition

1. Terms of Service-the hereby Terms of Service defines principles and conditions of availing of Opole Bike, and in particular, conditions, scope of rights and obligations and responsibility of persons who avail of the possibility of renting bikes in Opole Bike system. Acceptance of the provisions of the Terms of Service and fulfilment of all conditions defined within it shall form the basis and the condition for the approval of rental of a bike within Opole Bike system.
2. It is accepted that the Agreement covering the provisions of the hereby Terms of Use shall be automatically concluded upon registration of the Client in Opole Bike subject to submission by the Client of a declaration of acceptance of Terms of Use, submission of declaration of consent to personal data processing and payment of the initial fee during registration process of a Client at Opole Bike.
3. Operator- Nexbike Polska Sp. z o.o. realizing the services related to the handling of Opole Bike within the framework of the consortium of Nextbike Polska Sp. z o.o. companies, 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 0000362899, REGON number 021336152, NIP number 8951981007,
4. **Opole 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 Opole Bike System who has accepted the Terms of Service and is registered within the Opole Bike System.
6. **Opole Bike Service**- actions performed by the Operator in relation to the exploitation, repairs and maintenance of Opole Bike.
7. **Contact Centre of Opole Bike (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 the address bok@opolebike.pl as well as a 24/7 service. Information regarding the functioning of BOK is available on the internet website www.opolebike.pl.
8. **Opole Bike station**- set of bike stands with the devices for self-registration in the Opole Bike system and for rental of bikes through Opole Bike Terminal. List of Opole Bike Stations may be found on the internet website www.opolebike.pl.
9. **Opole Bike Terminal**-device for self-rental of bikes located in Opole Bike Stations.
10. **Client Identifier**- Client personal number assigned to him by the Operator and saved in numerical format, in the form of mobile telephone number which the Client has defined during the registration at Opole Bike and a 6

digit PIN number which was indicated during registration in Opole Bike. In order to facilitate the process of rental and the return of bikes within the Opole Bike system, the Client is allowed to use, post activation in Opole Bike Terminal: Warsaw Urban Card, ELS Electronic Student ID or payment proximity card. During the rental and the return of the bike they 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 a unique, encoded number together with a 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 2012, item 1232) with PIN number. Terminals are adjusted for cooperation with PayPass and PayWave types of products.
- e. Other media compatible with WKM adjusted to the coding of urban transport tickets of the city of Opole with PIN number.

Post logging into one's account on the website www.opolebike.pl the Client may turn off the PIN code through unticking 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 the bike without the necessity of entering the PIN code with the use of identification methods: b,c,d or e at the terminal.

11. **Tables of charges and penalties**-pricelist of services and charges of Opole Bike, being an integral part of the Agreement. The pricelist is available on the website www.opolebike.pl.
12. **Costs of repair and restoring of a bike in Opole Bike System**-pricelist of parts and services related to repair or restoring of a bike
13. **Pre-paid account**-personal account of a Client within the settlement system of Opole Bike System where debit and credit operations are realized for the use of services and products offered within the Opole 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.
14. **Initial fee**-the amount of initial fee within Opole Bike system equates to 10PLN gross (in words: ten zloty) and is made by the Client upon registering in Opole Bike. The payment indicates grating consent by the Client and acceptance of the provisions of the hereby Terms of Service and at the same time it constitutes the first top up payment instalment.
15. **The top up amount**-payment towards rentals and other settlements with the Operator, transferred onto the pre-paid account.
16. **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.
17. **User zone**-administrative borders of the city of Opole Commune.
18. **Bike rental**-receiving and using a bike from Opole Bike station by means of Client Identifier or through another method specified in point II.10. The process of rental is specified in detail in point VII. of Terms of Use.
19. **Bike return**-return of the bike to Opole Bike Station. The process of bike return is specified in clause X of the Terms of Service.
20. **Promotional/award voucher**- Operator stipulates the possibility of topping up the account set up within Opole 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.
21. **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 use of Opole Bike

1. The condition for the use of Opole 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 condition for the use of Opole Bike is, furthermore, maintenance of a minimum top up level on the Client's account during the time of each rental, at the amount of no less than 10 PLN (in words: ten zloty).
2. The Operator rents a bike to a Client in line with the provisions specified in the Terms of Service. The Client is obliged to abide by the provisions of the Terms of Service, in particular, concerning the agreed payments and the use of the bike in accordance with the Terms of Service.
3. Persons above 13 years of age who have not attained the age of 18 (further referred to as minors) must, prior to conclusion of Agreement, submit to the Operator a written consent of one of the parents or legal guardians for the conclusion of the Agreement, as well as a statement on assuming responsibility by the parents or legal guardians on account of any potential damages, caused in particular as a result of non-performance or improper performance of the Agreement and on account of any ongoing liabilities defined in Tables of charges and penalties as well as Cost related to repair and restoring of a bike in Opole Bike System. Within the statement parents or legal representatives must undertake to top up the account of the minor within Opole Bike system in such a way so that the account was active at all times during rental (VII, point 1). In order to maintain the written form of the legal action the guardian shall be obliged to submit the handwritten signature on the consent.. The consent must be sent via electronic post to the email address bok@opolebike.pl via post to the address of the Operator or in person in the headquarters of BOK Opole Bike.
4. Minors must possess a bicycle or motor license in order to use the bike rental.
5. Minors under 13 years of age can use the bike under the care of a parent or legal guardian.
6. The Client may rent up to four bikes at the same time. It is possible, subject to prior booking, to increase the number of bikes rented at the same time. In case of renting at least 1 bike Client should top up his account with an amount that he intends to use for the rides.
7. The use of the rented bike is allowed within the User zone.

IV. Responsibility/ Obligation

1. The Client is responsible for the use of a bike in accordance with its purpose and with the provisions of the Terms of Service. Any purposeful damage to property of the Operator shall result in the necessity of bearing the costs of repairs and restoration and, consequently, may result in commencement of legal proceedings. Operator shall be entitled to claim damages for all justifiable costs borne by him, including costs of legal service from the perpetrator.
2. The Client shall be obliged to return technically functioning bike in the same condition as it was in at the time of rental and in case of an occurrence of failure of the bike during rental, he should act according to point VII.6 below.
3. The use of bikes via Opole 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 Opole Bike Station to the moment of their return to the Opole 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 Opole Bike Station to the moment of its return to any Opole Bike Station.
5. In case of a theft of a bike conducted during the use by the Client he is entitled to inform BOK Opole Bike of this fact within the maximum of 12 hours from determining the theft.
6. The use of Opole 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 medicine 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 equipment forming the contents of Opole Bike System the Client agrees to cover the costs of repair and restoring of equipment to its prior condition from before the rental or the damage. For the conduct of the necessary repairs the Operator shall issue the appropriate receipt or VAT invoice to the Client. Operator shall be authorized to charge the amount equivalent to the costs of repairs and restoring of bike from the top up amount to which Client hereby agrees. Valuation of individual bike parts which were damaged at the fault of the Client shall be performed on the basis of Annex no. 2 to the hereby Terms of Use, further referred to as " Costs of repair and bike restoration in Opole Bike System".
9. In case of improper return of the bike out of the Client's fault, the Client bears costs of its further rental and is responsible for any potential theft or damage. In the event of any difficulties with the return of the bike the Client is obliged to contact BOK Opole Bike.
10. Any purposeful damage to property of the Operator shall result in the necessity of bearing the costs of repairs and restoration and, consequently, may result in commencement of legal proceedings. Operator shall be entitled to claim damages for all justifiable costs borne by him, including costs of legal service from the perpetrator. The Client is responsible for any potential damages which may arise as a result of non-performance or improper performance of the Agreement to the full amount, whilst, one of the elements of the damage may be the so called cost of bike restoration, specified in Tables of charges and penalties as well as table of Costs of repair and restoring of bike in Opole Bike System.
11. 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 Opole Bike System.
2. The registration takes place at the internet portal available at the address: www.opolebike.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 Opole 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.opolebike.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 card payment with the possibility of debiting.
4. During the registration process in Opole 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 Opole Bike Terminal the Client enters the PIN code of his own. Whilst, during the registration via: internet website, Android application and BOK-PIN code is generated automatically. Post registration the Client receives a confirmation from Opole 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 Opole Bike System. Client accounts with 0 PLN balance, containing correct personal data may be automatically deleted from the database of the Opole 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 926). 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 Sp. z o.o. with its registered seat in Warsaw 01-756, ul. Przasnyska 6b. Submission of personal data is voluntary, but necessary; lack of personal data submission prevents the use of Opole Bike System services. The information on the safety of personal data is available within the Privacy Policy document of Nextbike Polska, available at <http://cust.nextbike.pl/link/vet-map/politykaprywatnosci.pdf>.

7. Personal data are processed solely for the purpose of proper functioning of Opole Bike and may be accessible to other entities cooperating with Nextbike exclusively within the framework of the provisions of law in force.
8. The Client further grants consent for receiving via text messages and electronic post information materials concerning services provided by the Operator within the framework of Opole Bike, as well as anonymous questionnaires sent by means of electronic post or available directly within the Opole Bike System, targeted at obtaining by Operator demographic and profile Client personal data (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. Personal data are processed exclusively for the needs of functioning of Nextbike systems and may be made available to other entities cooperating with Nextbike exclusively in the framework of the provisions of law in force.
9. The content of individual transactions/rentals is available solely for the parties of the Agreement. Each Client who has performed registration, having logged in, has access to all his transactions/rentals for the period of their storage within the IT system. Client data concerning individual transactions/ rentals are stored by the Opole 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. In the event when a complaint has been filed, data are stored until such time as the complaint process has ceased, for the period of 6 months and for the period of a potential proceeding resulting from a complaint, during investigation of Client's claim, for evidential purposes, however, not shorter than 6 months and not exceeding 2 years from the day of issuing the response to the given complaint. In case of a notification within this term (ie. 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. Operator reserves the possibility to contact the Client in matters related to realization of the Agreement.
10. Personal data are processed, stored and secured in accordance with the principles specified in the binding legal provisions.
11. Administrator of personal data-Operator undertakes to maintain confidentiality of personal data and not to disclose them to any third parties, unless, pursuant to a clear authorization from the Client or in the event when such authorization will result from a specific provision of law. This obligation shall remain in force post expiry of the legal relationship which is between the Lessee and the Operator. Client data concerning specific transactions/ rentals are stored within the IT system of Opole Bike. If there are no arrears in the scope of payments for the use of bikes data are deleted upon submission of a request for deletion by the Client, no earlier than post 2 years, and in case of submission of complaint such data are stored until exhausting of the complaint procedure and potential proceedings not caused, identification of Client's claim for evidence purposes.
12. In order to adjust the content and the services to the individual needs and interest of Clients, the Operator uses the so called cookies, that is information saved by the server of the Service on Client's computer, which the server may read during each connection from the given computer. Cookies files provide statistical data regarding Client traffic and their use of the particular Opole Bike 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 Opole Bike System.

VI. Payment methods

1. Payment for services and products offered within the Opole Bike system may be conducted through:
 - a. debiting the account of payment card of the Client, or charging payment card account of the Client, and the related charging of payment of minimum 10 PLN
 - b. crediting the pre-paid Account via bank transfer or through payment via payment card, in particular, via www.opolebike.pl portal from which the means will be charged in the amounts as indicated in Tables of charges and penalties, and subsequently transferred to the account of the Operator. Payment method may

be altered freely through selecting the appropriate option in the Opole Bike System, available via www.opolebike.pl.

2. Launching an order of charging the payment card occurs at the time when a given account is inactive. It may be conducted through entering payment card number, that is credit card, debit card in Opole Bike Terminal, during contact with BOK Opole Bike, as well as via Nextbike application, available on devices with iOS, Windows and Android systems.
3. Payment form may be selected multiple times, upon logging in on the website www.opolebike.pl in the tab Top up your account. In order to resign from charging payment card account one must contact BOK in this regard.
4. All payments are transferred to the account of Operator.
5. If the Client requests it, the Operator will provide a VAT invoice. In order to do so, the Client should send an e-mail to the Operator's e-mail address, providing the data necessary to issue a VAT invoice, as well as the date and time of the bike rental and number of the bike.
6. The Operator will send the invoice in electronic format to the e-mail address with which the Client contacted the Operator. In justified cases, the Operator can send the invoice to another e-mail address provided by the Client

VII. Rental

1. Rental of a bike is possible provided that the Client has an active account status. Active account status is understood as:
 - a. a minimum amount of 10 PLN gross on the pre-paid Account, through topping up by means of transfer or by single payment with the use of payment card,
 - b. defining which form of payment of the payment card with possibility of debiting, via terminal or via contact with BOK, through which these means are automatically transferred.
2. Rental of the bike is possible at any station of Opole Bike post prior launching of Opole Bike Terminal, logging in and following instructions displayed on the Opole Bike Terminal device. Code to the lock will be displayed on Opole Bike Terminal after accepting the rental of chosen bike. Rental may also be conducted by means of Nextbike application available on Android, Windows Phone and iOS devices or by contacting BOK-calling the numbers indicated on the terminal, via telephone contact-by calling the numbers indicated on the Terminal: 77 550 39 39 or 77 550 30 00 (answering machine – call charge in accordance with operator's tariffs),
3. Rental commences once the procedure of rental specified in clause 2. is completed.
4. During the rental the Client obtains the number for the code lock within the rented bike. This number may be confirmed until the return tie at the Opole Bike Terminal, on Nextbike application as well as in BOK. The Client is obliged to ensure that the bike is equipped in protective rope, also called a clamp, prior to rental. In the event when it is missing, the Client is obliged to contact BOK and inform it of the absence of a clamp.
5. It is the Client's obligation to ensure, prior to commencing the ride, that the bike is suitable for the designated use, in particular, that the tyres of the bike are inflated, and the brakes are in order. Once the bike is released, the Client is obliged to secure the rope in such a way so as to prevent it getting into the wheel.
6. In case of discovering during the bike rental any failure of the bike, the Client is obliged to immediately report the problem to BOK and return the bike to the closest Opole Bike Station.
7. Rental and use of an unfit bike by the Client may result in his liability for any failures or damages resulting from the use, in case when the Client could have been able to identify the unsuitability of the bike.
8. It is recommended that the Client has, during rental, a working mobile phone in case of a necessity to contact BOK.
9. The basket mounted in front of the bike is suitable solely for the carriage of light items. In order to ensure safety and at the risk of damaging the bike it is not allowed to place any heavy items within the basket. The maximum weight of items within the basket cannot exceed 5 kg. Items placed in the basket cannot protrude above the rim of the basket; they should also not contain any sharp edges. If an accident occurs due to improper use of a basket, the Client shall bear full responsibility for the costs stemming from this. Operator shall bear no responsibility for damages or goods or items left within the basket during the rental.
10. Maximum permissible loading:

- a. traditional one, designated for the use by 1 person, may not exceed 120 kg,
 - b. the Cargo bike, designed to be used by a person weighing up to 100 kg. Adjustment of height of the seat and handlebar provides comfort for persons with a height in the range 160-197 cm. Do not exceed the permissible load capacities of the bike, which amount to 100 kg in the case of load box.
11. In case of any problems with the rental or return of the bike from Opole 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. The rented bike ought to be used in accordance with its purpose. Opole Bike bike as a transport means is designated to move between Opole Bike Stations. It is not allowed to use Opole Bike bikes for mountain rides, jumps, stunt tricks, as well as racing and using the bike to pull or push anything is not allowed.
 12. In the case of a breach of any of the above Regulations, especially in situations having caused damage to the Operator, the Operator reserves the right to block a Client's account until the matter is resolved.

VIII. Duration of rental

1. The Client is obliged to return the bike no later than within 12 hours from its rental.
2. Exceeding a 12 hour time for a single use will cause additional charging of fees and penalties, in accordance with the Table of Fees and Penalties.

IX. Repairs and failures

1. Any failures should be immediately reported to BOK Opole Bike, within the maximum of 12 hours from bike rentals within 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 Opole 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 Opole Bike 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 another bike within the Opole Bike Station, lock down the code lock, press the "Return" button on the electronic part of Opole Bike Terminal and proceed according to instructions displayed. Once the lock is secured the Client may return the bike via www.opolebike.pl website, Nextbike application or through contacting BOK. In case of any difficulties with the bike return, the Client shall be obliged to contact the 24-hour hotline.
2. In case of incorrect return of the bike, as specified in clauses X.1 and X.2 the Client shall bear the costs of further rental and shall be responsible for a potential theft.
3. In the event, when during rental an accident or a collision occurs, the Client is obliged to draw up a statement or call up the police onto the place of accident. If, during such event the bike is damaged, all costs related to restoring the bike to the state from before the accident/collision shall be borne by the person responsible for the occurrence posts prior submission of the right document indicating the offender. 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 Opole Bike no later than 7 days post the event.
4. In case when during rental an accident or a collision occurs the Client shall be obliged to write down a statement or contact the police to visit the place of event. If a bike is damaged as a result of such event, all fees related to restoring the bike to the condition from before the accident/collision shall be borne by person responsible for the event post prior presentation of adequate document indicating the person responsible for committing the offence. In other cases, all costs related to the repair of the bike shall be borne by account holder. Furthermore, in case of occurrence of the above event the Client shall be obliged to inform BOK Opole Bike of this fact no later than within 2 days from such an 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 www.opolebike.pl and within Opole 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 Opole Bike Terminal, to the moment of bike return.
2. Charges for the use of rental are diverse and depend on the length of time of bike rental. The charge for a single rental is a sum of charges for the subsequent time periods, ie. the cost of a 150-minute rental equates to 10 PLN.
3. Time of charging is divided into one-hour periods with the exception of the first hour of rental during which the period of the first twenty minutes of rental is calculated.
4. In case when charging the fee for the ride exceeds the means on the account the Client is obliged to top up his pre-paid Account at least to reach the balance equal to 0PLN within 7 days. In case of failure to settle overdue payments, the Operator reserves the right to commence adequate legal steps against the Client, targeted at obtaining the payment on account of the realized Agreement. The Operator is entitled to calculate statutory interest from the amounts overdue calculated from the day of maturity until the day of factual repayment made in full.
5. During the term of the agreement with the Operator of Opole 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 Opole Bike.
7. If the customer pays a fee in the form of prepaid account and accrued charges for rentals exceed the available funds. User have to charge up account to a minimum state of 10 PLN to continue using the Opole Bike system.

XII. Responsibility

1. The Operator realizes the services related to the maintenance of Opole 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, in case of a necessity of disclosing the data to the authorized persons stems from the binding legal provisions.

XIII. Complaints

1. The Client should file a complaint within 7 days from the date of the event being the reason for 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@opolebike.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, PESEL number, which would allow for an identification of the Client will not be considered.
5. Submitting a complaint does not release the Client from the obligation of a timely realization of the obligations towards the Operator.
6. The Operator reviews the complaint within 14 days from the date of obtaining it or supplementing it, and in particularly complex matters this occurs within 30 days, while in case the complaint concerns the transaction conducted with the use of payment card it might take up to 90 days from the date of the complaint submission. In case of the necessity to supplement the complaint the term for reviewing the complaint commences on the day of receipt of documents by the Operator which supplement the complaint or

which provide additional explanations/information. In case of an inability to meet the deadline for the review of a complaint, the Operator will inform the Client of any delays, indicating the cause of a delay (circumstances which must be established) and an expected term for the review of the complaint.

7. The process of considering the complaint commences immediately post its receipt by the Operator. It is characterized by thoroughness, attention to detail, objectivity and respect of generally binding provisions of law and good practices.
8. The Client grants consent for the reply to the complaint to be sent via electronic means or via post to the correspondence address in a way indicated within the complaint. In particularly justified cases the Operator may send a reply to another email address, indicated by the complaining person.
9. The consideration of a complaint consists of an identification of the problem, assessment of its justification and settlement of the problem submitted by the Client or a conduct of adequate actions in order to remove any potential irregularities, causes of their occurrence and to grant a thorough, professional in form and in content reply.
10. BOK 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 BOK. 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 BOK.
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.

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@opolebike.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. The right to withdraw from the Agreement is not granted to the Client in reference to the agreements specified in sec. 38 of the act on the consumer rights (Journal of Laws from 2014, item 827 a amended), and in particular, it is not possible post realization of the 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 electronic bok@opolebike.pl or to the postal address of the Operator.

2. Termination of agreement shall occur within 14 days from the date of delivery of the Termination document to Operator, subject to topping up within the above term means the pre-paid account by the Client to reach 0 PLN balance. Failure to top up the account within the above term will cause ineffectiveness of agreement termination.
3. If means on the pre-paid account exceed 0 PLN on the day of termination of agreement, they will be returned to the bank account indicated by the Client, unless the Client agreed to a different solution within Agreement Termination. Another solution ought to be indicated by the Client within the submitted declaration. Return of funds will occur within the maximum of 30 days from the date of Agreement termination. The returned amount will be decrease by any applicable transfer related costs..

XVI. Final Provisions

1. The acceptance of the hereby Terms of Service and the rental of the bike indicate: 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 (ie. 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. Operator shall be obliged to introduce changes within Terms of Use or Privacy Policy with an immediate effect. Information on any amendments to the Terms of Use or Privacy Policy shall be sent via email to the email address of the Client, provided by him during registration. Lack of written information about lack of acceptance of any amendments to the Terms of Use or Privacy Policy sent by BOK Opole Bike within 14 days from its sending to the Client shall mean acceptance of the introduced changes within the Terms of Use or Privacy Policy 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.

Opole Bike TABLES OF CHARGES AND PENALTIES

Type of charges		Gross value
Initial fee		10 PLN
Bike rental fee	Duration of rental	
	from 1 to 20 minutes	0 PLN
	from 21 to 60 minutes	2 PLN
	Second hour and each subsequent hour	4 PLN
Letter notifications regarding breaching the Terms of Service		10 PLN
Payment for exceeding the 12 hour limit of rental		200 PLN

Fees specified in the Table are VAT inclusive

Penalties

Theft, loss or damage of a bike	2000 PLN
Theft, loss or damage of a Cargo bike	7000 PLN

Annex no. 2 Costs of repairs and restoring a bike within Opole 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 d�erailleur	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 d�erailleur 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 d�erailleur 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 d�erailleur 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

* may be subject to changes

Annex no. 3 Regulations of the use of cargo bikes in the Opole Bike system

1. Before using, you need to make sure that the bike is functional and in the condition fit for riding, and especially that it has properly adjusted brakes and derailleur gears, as well as that all key elements of the bike (e.g. wheels, handlebar, pedals, etc.) are correctly installed. Before riding, you have to also adjust the height of the seat and handlebar adequately to the height of a person riding the bike, while remembering not to exceed the extreme positions of the seatpost and handlebar post.
2. The bike is designed to be used by a person weighing **up to 100 kg**. Adjustment of height of the seat and handlebar provides comfort for persons with a height in the range 160-197 cm.
3. Do not exceed the permissible load capacities of the bike, which amount to **100 kg** in the case of load box.
4. Transportation of children is possible in the load box on benches intended for this purpose (4 places). The total weight of children shouldn't exceed the load capacity of the load box. During the ride, the children should use seat belts designed for this purpose, which are a part of the equipment of the bike. During the ride, the children should remain seated and shouldn't expose hands or other parts of the body outside, beyond the outline of the load box.
5. Prior to the transportation of cargo, you should make sure that it is properly secured and immobilized and that its total weight does not exceed the permissible load capacity of the bike. During transportation of the cargo, the person driving the bike must be provided with sufficient level of visibility. The bike is not designed for transportation of dangerous products, i.e. particularly caustic products, flammable products, etc.
6. You should aim for the lowest location of the centre of gravity. The load must be distributed evenly in order to avoid overloading of the front part of the bike, i.e. before the axis of front wheels. The load shouldn't protrude beyond the outline of the load box.
7. When riding, do not get up from the bike seat. Moreover, you should keep at least one hand on the handlebar at all times. You should avoid riding on the bumps and in the case of their occurrence, you should reduce the speed. It's recommended to approach the possible cross obstacle (speed bumps, curbs, etc.) with the pair of front wheels simultaneously. It's recommended to choose appropriate derailleur gears adequately to the intended speed. If possible, you should avoid sudden braking. It's recommended to perform braking with the simultaneous use of front breaks and rear brake.
8. When performing a manoeuvre of turning, you need to take into account a wide turning radius of the bike. The turns should be approached with moderate speed in order to avoid tilting of the bike and riding on one wheel of the front axle. Riding on one wheel of the front axle is prohibited and it may result in damage to the wheel or the entire bike.
9. When performing a deep turn, you need to slow down to the minimum speed. The maximum inclination of the handlebar is achieved by moving right handle to the left hand (when turning right) or left handle to the right hand (when turning left). During the maximum inclination of the handlebar, you shouldn't hold the handlebar with both hands.
10. Rear wheel lock (o-lock), which is a part of the equipment, is intended for short-term protection against the theft of the bike.
11. Cargo bikes can be returned at any station in the last stand.