

**Terms of Service  
of the City By Bike System**

Valid from 05 April 2019

**I. General Provisions**

1. The hereby Terms of Service specify the principles and conditions of using the City By Bike System (hereinafter: Katowice Bike), launched and operating within the administrative borders of the city of Katowice.
2. Terms of Service of City By Bike as well as the Privacy Policy are available free of charge on the internet website [www.citybybike.pl](http://www.citybybike.pl) in such a way so as to enable familiarising with the contents, obtaining, reproducing and recording them. These documents may be obtained at the headquarters of Nextbike Polska S.A. with its registered seat in Warsaw, which is the Operator of City By Bike.

**3. Contact:**

Nextbike Polska S.A.  
ul. Przasnyska 6b  
01 – 756 Warszawa  
e-mail: [bok@citybybike.pl](mailto:bok@citybybike.pl)  
tel.: 32 630 61 61

4. Nextbike Systems are compatible, that is setting up an account in one of the systems enables the use of bike rental stations in other cities, unless the terms of service of a given system indicate otherwise: Current list of cities in which Nextbike systems are active may be found under the following address [www.nextbike.pl/o-nextbike](http://www.nextbike.pl/o-nextbike).

**II. Definitions**

1. **Nextbike Mobile Application** – mobile application enabling the use of City By Bike. The use of Mobile Application is possible on smartphone type of devices with an adequate, valid Android or iOS system, which facilitates the download of Mobile Application from an online store. The Application is available for download free of charge at Google Play stores and Apple AppStore, whilst permanent access to the Internet as well as registration of Client Account within the Katowice Bike System is the condition for its download and use.
2. **Adapter** – an element mounted on the fork of the City By Bike front wheel's fork which connects a bike to an electric lock.
3. **Contact Centre/CC** – service launched by the Operator, ensuring that the Clients have contact with the Operator by means of:  
  
infoline available 24/7 at the following number: 32 630 61 61  
electronic post under the address [bok@citybybike.pl](mailto:bok@citybybike.pl)  
  
Information regarding the functioning of CC are available on the internet website [www.citybybike.pl](http://www.citybybike.pl)
4. **Account blockade** – preventive measure consisting of preventing the use of City By Bike, which may be applied by the Operator in case of breaching by the Client of provisions of the hereby Terms of Service, in particular in case of a breach which constitutes a damage to the property of the Operator.
5. **Promotional Voucher** – a voucher offered by the Operator which enables topping up Client Account. The voucher amount and its designation is established by the Operator and it is non-refundable. The means from the vouchers are used in the first place, prior to the means paid in by the Client.
6. **Price List and Table of Additional Fees** – price list of City By Bike services and charges, constituting an integral part of the Agreement. Price list and Table of Additional charges constitutes Appendix no. 1 to the hereby Terms of Service and is available on the internet website as well as within the Nextbike Mobile Application.

7. **Duration of Rental** – time counted from the moment of Rental (releasing of electric lock combined with sound signal) until the moment of Bike Return through connecting it with an electric lock and blocking the Bike. In case of lack of free electric locks, through connecting the Bike with digital lock to the stand or to another correctly secured Bike located at City By Bike Station. Post blocking the digital lock, one must complete Rental through the Terminal, Mobile Application or by contacting CC. Sole connecting the Bike does not signify its Return.
8. **Electric lock** – mechanism which releases/blocks Katowice Bike in the docking station. Electric lock constitutes an integral part of each stand at the Station of City By Bike Bikes. Its automatic closure and blockade of a Bike is combined with a sound signal.
9. **Client Identifier** – individual number assigned to a Client, corresponding to the number of the mobile phone indicated during registration and a 6-digit PIN number. Any RFID proximity card may also constitute an identifier. Details concerning registration and Client identifiers have been described in Section VI Registration.
10. **Client/User** – any natural person, user of the City By Bike System who has accepted Terms of Service and carried out registration in the City By Bike System thereby concluding Agreement with the Operator.
11. **Client Account/Account** – personal Client account created during registration for the purposes of using Katowice Bike System as well as charging fees in line with Appendix no. 1 to the Terms of Service. The Client may link compatible cards and mobile devices with his or her account in City By Bike System, in accordance with RFID standard, facilitating the process of Bike Rental.
12. **Cost of repairs** – it ought to be understood as cost calculated by the Operator in relation to the damage of a bike, based on the price list constituting Appendix no. 2 to the hereby Terms of Service.
13. **Top up amount** – payment of the minimum amount of 1 PLN, made towards Rentals to the Client Account.
14. **Minimum Account balance** – minimum balance which a Client ought to have in order to be entitled to a Bike Rental.
15. **Operator** – company Nextbike Polska S.A. Realizing the service of City By Bike service with its registered seat at ul. Przasnyska 6b, 01-756 Warszawa, entered into the register of entrepreneurs of the National Court Register conducted by the District Court for the city of Warsaw in Warsaw, XII Economic Department of the National Court Register under KRS number 0000646950, REGON 021336152, NIP 8951981007.
16. **Initial fee** – amount paid by Clients upon registering in the City By Bike System. The level of initial fee has been defined in Appendix no. 1 it will be set off against further rental fees.
17. **Privacy Policy** – separate document to the document of Terms of Service, which specifies the conditions for the processing of Client personal data by the Operator. Privacy policy is available under the following address: [www.citybybike.pl/en/privacy-policy](http://www.citybybike.pl/en/privacy-policy).
18. **Explanatory proceeding** – a set of actions undertaken by the Operator, targeted at establishing the circumstances and events occurring in relation to the use of bikes, in particular, those related to breaching of the Terms of Service, accidents and collisions or damages to the property of the Operator.
19. **Terms of Service** – the hereby Terms of Service shall define the principles and conditions of availing of the City By Bike System, and in particular, conditions, scope of rights and obligations and responsibility of persons who avail of the possibility of renting bikes in the City By Bike System.
20. **Standard Bike** – basic type of a bike made available within City By Bike by the Operator and within the system of the following cities: Chorzów, Sosnowiec and Tychy which is not a bike of the following types: cargo (family/goods), children, tandem, three-wheeled (two wheels at the back), with child seat.

Bikes of this type are designated for use by one person who completed the age of 13 and is above 150 cm tall. Bikes of this type have wheels with rims measuring 26 inches and their load capacity amounts to 120 kg. They are equipped in a basket with a deadweight of maximum 5 kg.

21. **Cargo type of Bike (family/goods)** – bikes with three wheels behind the torsion chest, the maximum burdening of which cannot exceed 220 kg. It is assumed that the chest's payload amounts to 100 kg, while the burden of sole driver cannot exceed 120 kg. These bikes are adjusted to carrying 4 children in the chest.
22. **City By Bike Service** – actions performed by the Operator in relation to the exploitation, repairs and maintenance of the System.
23. **City By Bike Standard Station** – place of Client Rental or Return of City By Bike Bikes to designated bike stands, marked at the Terminal with City By Bike symbol. Information about locations of the stations may be found on the internet website as well as in the City By Bike Mobile Application.
24. **User zone** -administrative borders of the city of Katowice.

For Standard Bikes the Operator expands the User Zone to the administrative borders of the following cities: Chorzów, Katowice, Sosnowiec and Tychy and allows for the possibility of commuting in between them.

25. **Website** – internet website launched by the Operator, [www.citybybike.pl](http://www.citybybike.pl) which contains all necessary data for the commencement and subsequent use of City By Bike.
26. **City By Bike System/System** – system of Bike rental stations launched by the Operator, which includes, in particular, Bikes, technical infrastructure, software and devices which enable Rental and Return of Bikes.
27. **City By Bike Terminal/Terminal** – device designated, among others: for registering the Client in the System, Rental and Return of Bikes, conduct of payments with payment cards.
28. **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 City By Bike, subject to submission by the Client of declaration of acceptance of Terms of Service, indication upon registering of personal data and making of initial fee. Personal Data Controller shall be Nextbike Polska S.A.
29. **Bike Rental/ Rental** – unblocking of the Bike by means of Client Identifier or via another method as specified in Clause VI.5 in order to commence a journey. Rental process is specified in detail in Clause VII of the Terms of Service.
30. **Digital lock / clamp** – additional line designated for securing the Bike. It comprises an accessory of every City By Bike Bike.
31. **Bike Return/Return** – returning a Bike to any City By Bike Station through placing the adapter inside the Electric lock The process of Return is specified in Clause IX of the Terms of Service. Sole securing of the Bike by means of a clamp shall not be understood as its Return.

In case of Standard Bikes the Operator provides for the possibility of Returning the Standard Bike at the stations within administrative borders of the following cities: Chorzów, Katowice, Sosnowiec and Tychy.

### III. General rules of using the City By Bike System.

1. The condition for the use of the City By Bike System is the submission by the Client: of the required personal data upon registration, the acceptance of conditions defined in the hereby Terms of Service, as well as payment of initial fee and clicking on the activation link. The condition for the use of Katowice Bike is, furthermore, maintenance of a minimum top up level on the Client Account during the time of each rental, in the amount of no less than 10 PLN (in words: ten zloty).

2. Persons who are above 13 years of age but did not complete 18 years of age (further referred to as Minors) may avail of the City By Bike System subject to the consent of their parent or legal guardian. Such parent or legal guardian bears responsibility on account of any potential damages which may occur, in particular in relation to the non-execution or incorrect execution of the Agreement and they undertake to cover ongoing commitments specified in Appendix no. 1 and Appendix no. 2. It is required that consent of at least one of the parents or legal guardians for the use of Account by minor was submitted to the Operator:
  - a. in the form of a scanned letter via electronic means to the address: bok@citybybike.pl,
  - b. via registered letter sent to the address of the Operator,
  - c. submitted in person at the headquarters of the Operator,

The consent should include:

- d. telephone number of the minor on which the account is registered,
- e. first name and surname of the parent or legal guardian,
- f. Consent for the use of the System by the minor,
- g. first name and surname of the minor,
- h. date of birth of the minor,
- i. handwritten signature of the parent or legal guardian,
- j. date and place of granting the consent.

Sample consent may be found at [www.citybybike.pl](http://www.citybybike.pl)

3. Disabled persons below 13 years of age may use the bikes solely under supervision of their parent or legal guardian.
4. The Client may rent up to four Bikes simultaneously.
5. The use of Rented Bikes is permitted within the User Zone, subject to the provisions of Clause VII.9 of the hereby Terms of Service.
6. The use of bikes via the City By Bike System may take place solely for non-commercial reasons.
7. Parties to the Agreement undertake to mutually inform each other of any changes to addresses or other data identifying them, indicated during registration in the system.

#### **IV. Responsibility and commitment**

1. The Operator realises services related to servicing City By Bike System and bears responsibility for its proper functioning.
2. The Operator shall not bear responsibility for any direct or follow up damages as well as lost benefits caused as a result of improper performance of the Agreement by the Client, or for any other damages for which the Client is responsible, with the exclusion of damages caused by the Operator purposefully.
3. The Client is obliged to abide by the provisions of the Terms of Service, in particular, in the scope of making the agreed payment of the fee and the use of the bikes in accordance with the Terms of Service.
4. The Client is responsible for the use of the Bike in accordance with its designation and in line with the provisions of the Terms of Service as well as the applicable law. In the event of non-compliance with the conditions contained within the Terms of Service of the Operator, he shall be entitled to block the Client's account. Detailed conditions related to such blocking have been specified in Clause XI of the hereby Terms of Service.
5. The Client shall be responsible for all damages and demolitions stemming from non-compliance with the Terms of Service. The Client may be charged with costs of repair of such damages, including the cost of bike restoration specified in Appendix no. 1 Price list and Table of Additional Fees and Appendix no. 2 Costs of repair and restoring of the City By Bike System. The Operator shall submit an adequate receipt or VAT invoice to the Client for completion of the necessary repair works.

6. 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 shall not bear any responsibility for tickets, fees etc. which have been imposed on them and which stem from the Operator's fault.
7. Bikes are a supplementation of urban means of transport. It is not allowed to use City By Bike Bikes for mountain hiking, jumps or stunts. One cannot race, nor use the bike in order to pull or push anything. Carrying luggage is allowed solely by means of a basket designated for this purpose; it is not permitted to hang anything on the bike frame or on any other Bike elements.
8. The use of City By 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.
9. Transport of City By Bike System Bikes by means of vehicles and other means of transport owned by private persons is forbidden. This ban does not concern public transport, provided that traffic regulations allow for such a possibility.
10. The use of any protection which is not a standard City By Bike System element in order to immobilize a bike is forbidden. The Operator reserves the right to remove inadequate protections applied by the Client. All costs of restoring bikes to the state enabling realisation of further rentals shall be borne by the Client.
11. The Client is responsible for the bike he or she rents from the moment of Rental to the moment of Return.
12. In case of lack of return of a Bike due to any reason, including also in case of its loss or theft, the Client shall be burdened with a contractual penalty in accordance with Appendix no. 1 for each lost Bike.
13. The Client undertakes to return the bike in the same state as it was in at the time of Rental. In particular, the Client is obliged to undertake actions targeted at preventing staining of the bike or occurrence of any damages outside of the standard use as well as theft of the rented Bike.
14. In the event of theft of the Bike that occurs during Rental, the Client is obliged to inform City By Bike CC immediately after noticing the incident.
15. In case of improper Bike Return 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 Bike Return the Client is obliged to contact City By Bike CC.

## V. Payments

1. Fees within the City By Bike System are calculated according to the table of charges enclosed in Appendix no. 1 Pricelist and Table of Additional Fees, available on the website [www.rowermevo.pl](http://www.rowermevo.pl), within the Nextbike Mobile Application as well as City By Bike CC. The basis for calculating the fee for the use of a Bike is the Duration of Rental.

Fees for Standard bikes (regardless of the system they belong to) are calculated according to the rates indicated in Appendix no. 1 to Pricelist and Table of Additional Fees, operating in the city (one from the User Zone) in which the Standard Bikes has been rented.

2. Payment for services and products offered within the City By Bike system may be conducted through:
  - a. the use of payment cards,
  - b. online payments available after logging in onto the website, to one's Client Account,
  - c. payment form, realized at a post-office or at a bank, generated by the payment operator. The form is available upon logging in on the website, within Client Account,
  - d. through authorizing the City By Bike System Operator to charge one's credit or debit card with all calculated fees, including also the amounts payable in relation to each delayed return, fees on account of damages, theft or loss of Bike/Bikes.



3. Information concerning credit or debit cards are processed by external service providers and are not stored nor disclosed to the Operator.
4. All payments are transferred to the account of Operator.
5. At Client request, the Operator may provide the Client with a VAT invoice. All payments are transferred to the account of the Operator. At Client request, the Operator will provide the Client with a VAT invoice.
6. In case when charging the fee for the ride exceeds the means on the account the Client is obliged to top up his Account at least to reach the balance equal to 0 PLN 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, which results in the blocking of Account until the time of payment of receivables. The Operator shall be entitled to charge statutory interest on any delays in payments of amounts due from the date of their maturity until the factual day of performing payments in the full amount.
7. In case if the Client remains in arrears with payments towards the Operator, the Operator reserves the right to pass the information on overdue amounts to entities indicated by appropriate provisions of law. The Client acknowledges that the City By Bike Operator is entitled to transfer the outdated, overdue receivables from the Client stemming from the Agreement onto third parties, which shall entitle these parties to pursue the above specified receivables from the Client. The Katowice Bike Operator reserves the right to entrust pursuit of receivables from Clients with debt-collection firms.
8. Reimbursement of charges made towards Rentals may be made upon termination of the Agreement. During the term of the agreement with the Operator of the City By Bike system the payments towards rentals (top up amount) are non-refundable.
9. The amounts of Promotional Vouchers which have topped up Client Account are not subject to reimbursements. They are used prior to the means paid in by the Client. Details concerning: level of amount, validity term and cause of designation of the Promotional Voucher have been specified in the valid Rules of Promotion, available on the website.

## **VI. Registration.**

1. Prior registration of a Client within the City By Bike System as well as payment of initial fee are the necessary conditions for the use of the System.
2. Registration may be realized through:
  - a. Website,
  - b. Nextbike Mobile Application,
  - c. City By Bike Terminal,
  - d. Telephone contact with City By Bike CC
3. During the process of registration, realized in accordance with Clause VI.2. a,b,d indication of the following data shall be required:
  - a. Mobile phone number,
  - b. Names and surnames,
  - c. contact address, that is city, street including flat/house number, postal code, country,
  - d. email address,
  - e. PESEL number.

One ought to underline at least the information regarding the Client having read and accepted the City By Bike Terms of Service and the Privacy Policy of the Operator. The Client shall obtain an automatically generated PIN code.

4. During the process of registration realized through the Terminal, indication of the following details is required:
  - a. Mobile phone number,

- b. PIN code set up by oneself,
- c. Payment card number with a possibility of debiting (which is the equivalent to defining payments in accordance with clause V.2.d of the Terms of Service),
- d. First name and surname.

One ought to underline at least the information regarding the Client having read and accepted the City By Bike Terms of Service and the Privacy Policy of the Operator. The remaining data indicated in clause VI.3.c.d.e must be provided by the Client up to 24 hours from registration at latest.

5. PIN code which, along with the telephone number serves the function of logging in to Client Account. Data for logging in for the method of registration:
  - a. In accordance with VI.2 a.b.d are sent via a text message at the previously indicated telephone number and via an email to the address specified upon registration,
  - b. In accordance with VI.2.c (through the Terminal) are sent via a text message to the previously indicated telephone number.

In order to facilitate the process of logging in to an Account and of Bike Rental, the Client has the possibility of pairing up a RFID Card with their Account. Method of connecting the card with Account is described in the instruction available on the website and in City By Bike CC.

6. A link will be sent to the email address indicated by the Client. The Client is obliged to click on the link no later than within 24 hours from obtaining the message. Clicking on the link serves the purpose of verifying the correctness of the email address and constitutes one of the elements which must be fulfilled in order for an Account to be active.
7. Failure to fill out the data within 24 hours from registration may result in Account Blockade.
8. Failure to verify the email address through clicking on the link within up to 24 hours from obtaining the link may cause Account Blockade.
9. Client accounts which contain incorrect personal data with 0 PLN account balance may be automatically deleted from the City By Bike database system.

## **VII. Rental**

1. Bike Rental is possible in case a Client has an active account status. Active account status is understood as:
  - a. Fulfilment of conditions of Clause VI. Registration
  - b. having a minimum amount of 10 PLN on the Client Account, or
  - c. defining at the Terminal or in the Nextbike Mobile Application as a form of payment of the credit card with the possibility of charging as the preferred form of payment, from which the funds will be automatically charged.
2. City By Bike bike may be rented via:
  - a. Mobile Application,
  - b. Terminal, also with the use of RFID card for identification,
  - c. Contact with CC.
3. Katowice Bike Rental is possible at any City By Bike Station.
4. City By Bike Bike Rental commences at the time of Bike release from the Electric lock, confirmed by the sound signal. Rental of City By Bike Bike secured with a clamp commences at the time of selecting the option of RENTAL at the Terminal or within the application or at the time of acceptance of an order of Bike Rental by an employee of CC. The Code for the digital lock is available on the display of the Terminal at the time of Bike Rental (Rental at Terminal) or within the application, through Duration of Rental or sent via a text message (Rental through CC).

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 as well as the lights operate. 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. In the event when a clamp is missing from the Bike the Client is obliged to contact CC and inform it of the absence of a clamp.
6. In case of discovering during Rental any failure of the Bike, the Client is obliged to immediately report the problem to CC or via the Nextbike Mobile Application and return the Bike, if possible, to the closest Bike Station.
7. In case when during rental of a Bike an accident or collision occurs, the Client is obliged to write a statement or call the Police to the site. Furthermore, in case of the occurrence of the above event the Client is obliged to inform City By Bike CC of this fact no later than within 24 hours post the event.
8. It is recommended that the Client has a mobile phone with them through which connection may be made with City By Bike CC if necessary.
9. The Rented Bike may be used within the User Zone. In the course of rental, the User may move beyond the functional area of User Zone, however, he or she is obliged to return to it prior to completing the rental and return it within the area of User Zone, otherwise the User will be charged with a fee in accordance with Appendix no. 1.

#### **VIII. Duration of Rental**

1. Duration of Rental of the Bike commences at the time of Bike release, in accordance with Clause VII.4 of the Terms of Service. It ends at the time of Bike Return, in accordance with Clause IX.1 of the Terms of Service.
2. The Client is obliged to return the Bike within the maximum Duration of Rental, that is within 12 hours.
3. Exceeding the maximum duration of hours in a single rental causes additional charging of fees in accordance with Appendix no. 1.

#### **IX. Return**

1. Bike return is possible exclusively at the City By Bike Station, subject to clause II.31 of the Terms of Service through:
  - a. connecting City By Bike Bike by means of an Adapter to a free Electric lock. Correct blocking of a Bike at a stand will be confirmed by a sound signal as well as a physical closing of the bike in the lock;
  - b. locking by means of a digital lock in case of lack of free Electric locks. The Bike must be connected to a stand by means of a clamp or another correctly secured Bike, located at a given City By Bike Station and the digits of the digital lock need to be shuffled. Subsequently, RETURN option must be selected at the Terminal or within the application and then one must follow the instructions displayed on the Terminal or the messages appearing on the mobile phone.
2. In the event of any difficulties with the return of the Bike within Katowice Bike System Return, the Client is obliged to contact CC, while remaining by the Bike.
3. The Client is obliged to correctly return and secure the bike, as specified in clauses IX.1. Failure to adhere to this obligation may result in:
  - a. calculation of fees for the use of a Bike in accordance with the Price list, and in case of rental exceeding the maximum Rental Duration, calculation of an additional fee in accordance with Appendix no. 1 of the Terms of Service,
  - b. calculation of contractual penalty for loss, theft or damage of a bike in accordance with Appendix no. 1 to the hereby Terms of Service (depending on the type of Bike),
  - c. Calculation of the fee for leaving the City By Bike Bike outside of the City By Bike Station, subject to clause II.31 of the Terms of Service in accordance with Appendix no. 1,



- d. temporary or permanent blocking of Client's account.

Fees sum up.

## **X. Failures and repairs**

1. Any failures ought to be reported by phone to CC or via Mobile Application immediately upon being noticed. In case of each failure which prevents further ride, the Client is obliged to stop and report this via phone to CC as well as, if possible, return the bike to the closest City By Bike Station.
2. Self-repairs, modifications or replacements of parts within the rented bike are forbidden. The only authorized entity to perform these actions is City By Bike Service.
3. We recommend that the Client has the possibility of contacting City By Bike CC at all times when renting a Bike.

## **XI. Blockade of User Accounts**

1. The Operator reserves the right to temporarily block Client's account in City By Bike system in case of non-compliance with the conditions of bike use at Katowice Bike, specified in the hereby Terms of Service.
2. In particular, the account blockade may occur, when the Client:
  - a. failed to provide personal data specified in Clause VI of the Terms of Service,
  - b. uses the Bike not in line with its designation,
  - c. leaves the Bike outside of the City By Bike Station, subject to clause II.31 of the Terms of Service,
  - d. leaves the Bike unsecured.
3. Blockade of Account may also occur in case when post Bike Rental by the Client the Bike has been lost.
4. Permanent blockade of Client Account prevents any future setting up of subsequent account and is equivalent to the termination of agreement with a given Client through his fault.

## **XII. Complaints**

1. A complaint is an expression of discontent by a Client on account of the provided service or the course of process related to the provided service and it may be related to a simultaneous demand for correction of the service or a reimbursement of entirety or part of the calculated fee. Submissions which do not contain claims directed at the Operator shall not be considered as complaints.
2. Complaints ought to contain at least such data as: first name, surname, address, telephone number, allowing for Client identification. In case of lack of data that would enable identification of a Client, the Operator will leave such submission unattended.
3. 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 indicated in Clause I.3,
  - b. via electronic means by filling out a contact form available on the website,
  - c. via telephone,
  - d. via registered letter to the address of the Operator, specified in Clause I.3
  - e. in person at the premises of the Operator.
4. 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.
5. The recommended term for submission of complaints should not exceed 7 days from the date of occurrence of the event which constitute the cause of a given complaint.
6. Submitting a complaint does not release the Client from the obligation of a timely realization of the obligations towards the Operator.

7. The Operator shall process a complaint within 14 days from the date of obtaining it and in case of matters of more complicated nature, this period may take up to 30 days. In case of the necessity to supplement the complaint the term for reviewing the complaint commences on the day of receipt of documents by the Operator which supplement the complaint or which provide additional explanations/information. In case of an inability to meet the deadline for the review of a complaint, the Operator will inform the Client of any delays, indicating the cause of a delay (circumstances which must be established) and an expected term for the review of the complaint.
8. Response to a complaint shall be posted to the Client via electronic post or traditional post to the correspondence address in a manner specified in the complaint. The Operator may post a response to an alternative address / email address indicated by the Client submitting the complaint within the correspondence.
9. The Client may appeal against a decision issued by the Operator. The appeal will be considered within 14 days from the day of its submission to CC. The appeal ought to be submitted in one of the following manners:
  - a. via electronic means to the email address indicated in Clause I.3,
  - b. via electronic means by filling out a contact form available on the website,
  - c. via registered letter to the address of the Operator, specified in Clause I.3
  - d. in person at the premises of the Operator.
10. The Client may:
  - a. direct an appeal against the decision of the Operator directly to CC within 14 days from the date of receipt of the reply to the complaint.
  - b. launch civil action against the Operator in the adequate general court.

### **XIII. Termination of Agreement**

#### **1. Withdrawal from Agreement:**

- a. 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.
- b. The Client may withdraw from the Agreement via:
  - i. sending to the postal address of the Operator, specified in clause I.3 a written declaration of withdrawal from Agreement.
  - ii. Sending to the Operator via registered letter to the postal address indicated in clause I.3 of a written notification on withdrawal from Agreement. For this purpose the Client may avail of the Agreement Withdrawal Form enclosed in Appendix no. 2 to the Act of 30 May 2014 on consumer rights (Journal of Laws from 2014, item 827), however it is not obligatory.
- c. 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 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.
- d. Should, pursuant to the demand by a User, the execution of service commence prior to the expiry of the term of withdrawal from Agreement, the User is obliged to pay for the services fulfilled until the moment of withdrawal from Agreement. The reimbursement of remaining means on the account occurs no later than within 14 days from the day of receipt by the Operator of the declaration regarding withdrawal from the Agreement.

2. Termination of the Agreement upon application of the Client
  - a. The Client has the right to terminate the Agreement. Termination may be submitted by the Client in the following manner:
    - i. via electronic means to the email address indicated in Clause I.3,
    - ii. via electronic means by filling out a contact form available on the website,
    - iii. via registered letter to the address of the Operator, specified in Clause I.3
    - iv. in person at the premises of the Operator.
  - b. The termination of the Agreement takes effect immediately, within 14 days from the date of receipt of the termination by the Operator. Liquidation by the Operator of Client Account within City By Bike System shall be the result of Agreement termination.
  - c. Prior to terminating the Agreement the Client is obliged to top up the means on the Client Account to reach the balance of 0 PLN. Termination of Agreement in a situation in which the balance of the Client Account of the Client is negative remains without effect on the right of the Operator to pursue the amount equal to the unsettled by the Client amount of receivable for services provided by the Operator.
  - d. If the funds on the Client 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. Reimbursement of funds will occur within the term up to 14 days from the date of Agreement Termination. In case when the reimbursement of funds triggers the necessity to bear additional costs on the side of the Operator in the form of transfer charges, these costs will be deducted from the funds to the reimbursement of which a Client is entitled.

#### **XIV. Final Provisions**

1. The acceptance of the hereby Terms of Service and the rental of a Bike indicates: a declaration of the health state which ensures safe movement on a bike; ability to ride a bike; possession of permissions required by provisions of law and knowledge of road traffic provisions.
2. The Operator reserves the right to terminate the Agreement with a notice of 14 days in case the Client breaches the provisions of the hereby Terms of Service (i.e. lack of acceptance of the new Terms of Service, non-return of a bike at the required time) while the Client is entitled, in respect of the Operator, to submit claims related to the return of means on the Client Account, provided that they were not used by the Operator previously to cover the payable liabilities chargeable to the Client.
3. The Operator is authorized to introduce changes to the Terms of Service or Privacy Policy effective in 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 CC within 14 days from the day of its posting to the Client indicates acceptance of the introduced changes within Terms of Service or Privacy Policy by the Client. Written information of the lack of acceptance by the Client of changes to the Terms of Service or Privacy Policy shall constitute termination of the Agreement by the Client.
4. For all matters unresolved in the hereby Terms of Service the binding legal provisions shall apply, and in particular, the provisions of the Civil Code and the Act on Road Traffic.
5. In case of any discrepancies between the Polish and the foreign language version of the Terms of Service, the Polish version of the document shall prevail.

## Appendix no. 1 Pricelist and Table of Additional Fees

Pricelist for: standard bike		
	Time range	Gross value
Payment for rental	from 1 to 15 minutes	no fees
	from 16 to 60 minutes	1 PLN
	from 60 to 120 minutes	2 PLN/h
	from 121 to 180 minutes	3 PLN/h
	each subsequent commenced hour	4 PLN/h
	Payment for exceeding the 12 hour limit of rental	
Fee for theft, loss or damage of bikes	standard	2000 PLN
	cargo type (family/goods)	7000 PLN

### Additional fees

Initial fee	10 PLN
Letter notification regarding a breach to the Terms of Service	10 PLN
Leaving the Bike at a different location than the appropriate station for a given type of Bike in the User Zone	50 PLN+5 PLN per km
Leaving the Bike outside of the User Zone	500 PLN

Fees indicated in the tables are VAT tax inclusive.

## Appendix no. 2 Costs of repair and restoring of a bike at City By 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 26 x 2.125	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
Electric lock	piece	672.00 PLN	154.56 PLN	826.56 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
Handlebars	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 pinion	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	m	1.67 PLN	0.38 PLN	2.05 PLN
Rear derailleur shell	m	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	m	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 pillar clamp	piece	6.00 PLN	1.38 PLN	7.38 PLN
Code lock	piece	56.10 PLN	12.90 PLN	69.00 PLN

\*may be subject to changes