

**Terms of Service  
of Sosnowiecki Rower Miejski**

Valid from 11 May 2020

**I. General Provisions**

1. The hereby Terms of Service specify the principles and conditions of using the Sosnowiecki Rower Miejski (hereinafter: SRM), launched and operating within the administrative borders of the city of Sosnowiec.
2. Terms of Service of SRM as well as the Privacy Policy are available free of charge on the internet website [www.sosnowieckirowermiejski.pl](http://www.sosnowieckirowermiejski.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 SRM.

**3. Contact:**

Nextbike Polska S.A.  
ul. Przasnyska 6b  
01 – 756 Warszawa  
e-mail: [bok@sosnowieckirowermiejski.pl](mailto:bok@sosnowieckirowermiejski.pl)  
tel.: 32 63062 22

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 SRM. 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 SRM System is the condition for its download and use.
2. **Adapter** – an element mounted on the fork of the SRM 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 6222  
electronic post under the address [bok@sosnowieckirowermiejski.pl](mailto:bok@sosnowieckirowermiejski.pl)  
  
Information regarding the functioning of CC are available on the internet website [www.sosnowieckirowermiejski.pl](http://www.sosnowieckirowermiejski.pl)
4. **Account blockade** – preventive measure consisting of preventing the use of SRM, 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 SRM 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 SRM 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 SRM Bike in the docking station. Electric lock constitutes an integral part of each stand at the Station of SRM 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 SRM System who has accepted Terms of Service and carried out registration in the SRM System thereby concluding Agreement with the Operator.
11. **Client Account/Account** – personal Client account created during registration for the purposes of using SRM 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 SRM 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 SRM 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 SRM 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.sosnowieckirowermiejski.pl/en/privacy-policy](http://www.sosnowieckirowermiejski.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 SRM System, and in particular, conditions, scope of rights and obligations and responsibility of persons who avail of the possibility of renting bikes in the SRM System.
20. **Children Bike 6+** – bike equipped in wheel rims in the size of 20 inches, designated for the use by one child at a time who is above 6 years old and who has a minimum height of 120 cm and body weight up to 60 kg. The use of Children Bikes may occur exclusively under supervision of legal guardians.
21. **Standard Bike** – basic type of a bike made available within SRM by the Operator and within the system of the following cities, listed on the page <https://nextbike.pl/lista-miast-kompatybilnych-w-ramach-porozumienia-z-gornoslasko-zaglebiowska-metropolia-gzm>, 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.

22. **Standard Bike with children seat** – is a standard bike equipped in a seat designating for carrying children with body weight between 9 and 22 kg, who are capable of sitting without assistance for at least the intended period of a bike journey. Carrying a child in the bike seat may occur solely under supervision of their legal guardian. Details concerning the use of Bikes with children seats are available in Appendix no. 3 to the hereby Terms of Service.
23. **Three-wheeled Bike** – bikes designated for one person with difficulties in maintaining balance. They ensure a stable ride.
24. **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 up to 4 children in the chest.
25. **Tandem type of bike** – bikes designated for use by two persons with a total weight up to 227 kg. Equipped in a grip which serves the purpose of carrying solely beverages.
26. **SRM Service** – actions performed by the Operator in relation to the exploitation, repairs and maintenance of the SRM System.
27. **SRM Station** – place of Client Rental or Return of the SRM Bikes, except for Cargo bikes, to designated bike stands, marked at the Terminal with SRM symbol. Information about locations of the stations may be found on the internet website as well as in the Mobile Application.
28. **Dedicated SRM Station** – place of Rental and Return by Clients of all types of SRM Bikes, including a Cargo bike. Cargo bikes should be returned to the last bicycle stand. Information on locations of the Stations with Cargo bikes may be found on the website and in the Mobile Application.
29. **User zone** -administrative borders of the city of Sosnowiec.

For Standard Bikes the Operator expands the User Zone to the administrative borders of the following cities listed on the page, <https://nextbike.pl/lista-miast-kompatybilnych-w-ramach-porozumienia-z-gornoslasko-zaglebiowska-metropolia-gzm> and allows for the possibility of commuting in between them.

The extension of the User zone applies during the cycling season. The User acknowledges that cycling seasons in individual cities may begin and end on different dates. Information about the period of validity of the cycling season in a given city can be found at <https://nextbike.pl/lista-town-kompagodnych-w-ramach-porozumienia-z-gornoslasko-zaglebiowska-metropolia-gzm>.

30. **Website** – internet website launched by the Operator [www.sosnowieckirowermiejski.pl](http://www.sosnowieckirowermiejski.pl) which contains all necessary data for the commencement and subsequent use of SRM.
31. **Sosnowiecki Rower Miejski/ SRM 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.
32. **Terminal** – device designated, among others: for registering the Client in the SRM System, Rental and Return of Bikes, conduct of payments with payment cards.
33. **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 SRM, 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.
34. **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.

35. **Digital lock / clamp** – additional line designated for securing the Bike. It comprises an accessory of every SRM Bike.
36. **Bike Return/Return** – returning a Bike to appropriate SRM Station or Dedicated SRM 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: listed on the page <https://nextbike.pl/lista-miast-kompatybilnych-w-ramach-porozumienia-z-gornoslasko-zaglebiowska-metropolia-gzm> during cycling season in these cities.

### III. General rules of using Sosnowiecki Rower Miejski.

1. The Client may register one account within the SRM System.
2. The condition for the use of the SRM System is the submission by the Client: of the required personal data upon registration, the acceptance of conditions defined in the hereby Terms of Service, 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).
3. 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 SRM 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@sosnowieckirowermiejski.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 SRM 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.sosnowieckirowermiejski.pl](http://www.sosnowieckirowermiejski.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 SRM 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 SRM System and bears responsibility for its proper functioning.

2. The Operator shall not bear responsibility for any direct or follow up damages as well as lost benefits caused as a result of improper performance of the Agreement by the Client, or for any other damages for which the Client is responsible, with the exclusion of damages caused by the Operator purposefully.
3. 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 SRM 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 SRM 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. The grip located in Tandem type of Bikes serves the purpose of carrying secured against spilling and falling out beverages.
8. The use of SRM System bikes by persons under the influence of alcohol or other narcotic substances, psychotropic substances or equivalents in the meaning of provisions on counteracting drug addictions; strong anti-allergic drugs, other medicines which by definition are forbidden or recommend not to be applied for drivers of any vehicles, is forbidden.
9. Transport of SRM 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 SRM 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 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 CC.

## V. Payments

1. Fees within the SRM System are calculated according to the table of charges enclosed in Appendix no. 1 Pricelist and Table of Additional Fees, available on the website, within the Mobile Application as well as SRM 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 SRM 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 SRM 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 SRM 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 SRM 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 SRM 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 SRM 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. Mobile Application,
  - c. SRM Terminal,
  - d. Telephone contact with 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 SRM Terms of Service and the Privacy Policy of the Operator.

4. During the process of registration realized through the Terminal, indication of the following personal details is required:
  - a. Mobile phone number,
  - b. First name and surname,
  - c. Email address,
  - d. Optionally - payment card number in case of payments via credit card with the possibility of charging it.

One ought to underline at least the information regarding the Client having read and accepted the SRM 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 post registration at latest.

5. After successful registration, the Client will obtain an automatically generated PIN code which, along with the telephone number serves the function of logging in to Client Account. Data for logging in are sent via a text message at the previously indicated telephone number and via an email to the address specified upon registration,

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 SRM CC.

6. A link will be sent to the email address indicated at the time of registration. The Client is obliged to click on the link no later than within 24 hours after registration. 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 or lack of clicking on the link within 24 hours from registration may result in Account Blockade.
8. Client accounts which contain incorrect personal data with 0 PLN account balance may be automatically deleted from the SRM 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. SRM bike may be rented via:
  - a. Mobile Application,
  - b. Terminal, also with the use of RFID card for identification,
  - c. Contact with CC.
3. Rental of SRM Bikes is possible at any SRM Station, subject to the below clause VII.4
4. Rental of Cargo type of Bikes is possible only at a Dedicated SRM Station.

5. SRM Bike Rental commences at the time of Bike release from the Electric lock, confirmed by the sound signal. Rental of SRM 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).
6. 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.
7. 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 Mobile Application and return the Bike, if possible, to the closest Bike Station.
8. 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 SRM CC of this fact no later than within 24 hours post the event.
9. It is recommended that the Client has a mobile phone with them through which connection may be made with SRM CC if necessary.
10. 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.1.2 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. SRM Bike return, except a Cargo bike, is possible at any SRM Station, for Standard Bike subject to clause II.36 of the Terms of Service through:
  - a. connecting SRM 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 SRM 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. Cargo type of Bike Return is possible solely at Dedicated SRM Station. In order to return this type of Bike one must proceed in accordance with the above clause IX.1 a or IX.1.B
3. In the event of any difficulties with the return of the Bike within SRM System Return, the Client is obliged to contact CC, while remaining by the Bike.
4. The Client is obliged to correctly return and secure the bike, as specified in clauses IX.1. and IX.2. 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 SRM Bike outside of the SRM Station, subject to clause II.36 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 SRM Station.
2. Self-repairs, modifications or replacements of parts within the rented bike are forbidden. The only authorized entity to perform these actions is SRM Service.
3. We recommend that the Client has the possibility of contacting 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 SRM 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 SRM Station, subject to clause II.36 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 SRM 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 effective in the future. The information regarding changes to the hereby Terms of Service 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 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 by the Client. Written information of the lack of acceptance by the Client of changes to the Terms of Service 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, three-wheeled bike, tandem type of bike		
	Time range	Gross value
	from 1 to 30 minutes	no fees

Payment for rental	from 31 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		200 PLN
Fee for theft, loss or damage of bikes	Children 6+	1900 PLN
	standard	2000 PLN
	Standard with children seat	2800 PLN
	Three-wheeled	4200 PLN
	Cargo	7000 PLN
	Tandem type	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	180 PLN
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 SRM 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
Children seat with adapter	Piece	612,40 PLN	140,79 PLN	752,93 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
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\*may be subject to change

### Appendix no. 3 Principles of use of Standard Bike with child seat

1. Maximum burdening of Bikes equipped in children seats cannot exceed 114 kg per bike.
2. The use of Bikes equipped in children seats is possible solely under the supervision of a legal guardian of the child who possesses an account within the SRM System. The legal guardian is obliged to correctly secure the child in the seat, in accordance with the user instruction placed on the seat.
3. In case of any doubts as to the manner of proper carriage of a child in the bike seat, the User of the System ought to contact CC by phone.
4. Bikes equipped in children seats are designated to carrying children with body weight from 9 kg to 22 kg, who are capable of sitting autonomously for a period of time longer or even to the intended bike journey.
5. Prior to placing the child in the seat, one must ensure whether the seat, the mounting mechanism for the bike and the restraining elements, designated at ensuring safety of the child during ride are not damaged or bearing traces of damages, nor loosened up and that they are stably mounted to the Bike. It is also recommended to control the seat temperature (whether it is not excessive i.e. due to direct sun exposure). In case of observing any irregularities and, in particular, in case of noting defectiveness of the seat or defectiveness of its mounting to the Bike, the User of the SRM System ought to inform the Operator of the above by means of CC and the use of such a seat is forbidden.
6. Legal guardian assumes full responsibility for the child in the course of rental of the Bike equipped in a child seat.
7. Children in bike seats ought to be wearing helmets securing them (helmets do not constitute standard Bike accessories). One must remember that children ought to be equipped in adequate clothing that secures them against weather conditions, such as rain or sunlight.
8. Children must be placed in a seat in a manner that guarantees their optimal comfort and safety in the course of the ride, using the restraining system in order to ensure restraining of child's movement in the seat. It is recommended that the back support is slightly tilted backwards.
9. The User is obliged to ensure that the carried child is secured in a way that prevents them from falling out during the ride. If an accident occurs due to improper use of the restraining mechanism, the Client shall bear responsibility in such case.
10. Prior to commencing a ride one must ensure that:
  - a) There is no possibility of any part of child's body, clothing or restraining elements to come into contact with the moving seat element or the bike,
  - b) Additional burdening of the Bike does not negatively impact the steering capacity of the bike or its balance, necessary for safe movement on the Bike;
  - c) Body mass and size of the child do not exceed the maximum workload of the seat (the above must be controlled also during the ride).
11. Performance of any sort of seat modifications and mounting of additional luggage in the place where the seat is mounted with a child inside is forbidden. One must maintain caution during the ride by a Bike with a child placed in the seat, bearing in mind that the Bike may operate differently in terms of maintaining balance, steering and braking. In particular, one must adjust the speed of riding to the limitations stemming from travelling by means of an additionally burdened bike.
12. In the course of Bike use one must carry out an ongoing verification whether the bike's rack functions properly and furthermore, whether the carried child does not obscure in any way the bike's reflectors placed on the rack/seat.
13. One must furthermore pay special attention not to leave the Bike parked with the child remaining in the seat without supervision.
14. Rentals and Returns of Bikes with children seats are possible at each of the stations.