

**Terms of Service**  
**Tyski Rower System**

Valid from 1 April 2022

**I. General Provisions**

1. The hereby Terms of Service specify the principles and conditions of using the Tyski Rower System (hereinafter: TR), launched and operating within the administrative borders of the Tychy Municipality.
2. Terms of Service of TR as well as the Privacy Policy are available free of charge on the internet website [www.tyskirower.pl](http://www.tyskirower.pl) in such a way so as to enable familiarising with the content, obtaining, broadcasting and recording it. These documents may be obtained at the headquarters of Nextbike Polska S.A. in restructuring with its registered seat in Warsaw, being the TR Operator.

**3. Contact:**

Nextbike Polska S.A. in restructuring  
ul. Przasnyska 6b  
01 – 756 Warszawa  
e-mail: [bok@tyskirower.pl](mailto:bok@tyskirower.pl)  
tel. 32 630 62 54

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 <https://nextbike.pl/o-nextbike/>.

**II. Definitions**

1. **Nextbike Mobile Application** – mobile application enabling the use of TR. 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 TR System is the condition for its download and use.
2. **Adapter** – an element mounted on the fork of the TR bike front wheel's fork which connects the bike with an Electric lock.
3. **Client Service Office of Tyski Rower /BOK** - a service launched by the Operator ensuring contact with the Operator through: Information about available forms of contact is placed on the website [www.tyskirower.pl](http://www.tyskirower.pl) and mentioned in the point 1.3.
  - a. infoline available 24/7 at the following number: 32 630 62 54
  - b. electronic post under the address [bok@tyskirower.pl](mailto:bok@tyskirower.pl)
4. **Account Blockade** – preventive measure consisting of preventing the use of TR, 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** – 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 TR services and charges, constituting an integral part of the Agreement. Price List and Table of Additional Fees constitutes Appendix no. 1 to the hereby Terms of Service and is available on the internet website as well as within 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 Bike located at TR Station. After the code lock is locked, the Bicycle Rental should be terminated by means of the Terminal, the Mobile Application or by contacting BOK. Sole connecting the Bike does not signify its Return.

8. **Electric lock** – mechanism which releases/blocks TR Bikes in the docking station. Electric lock constitutes an integral part of each stand at the Station of TR 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 on registration and Client IDs have been specified in Chapter VI. Registration.
10. **Client/ User** – any natural person, participant of the TR System who has accepted the Terms of Service and carried out registration in the TR System as well as concluded Agreement with the Operator.
11. **Client Account/Account** – personal Client Account created during registration for the purposes of using TR 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 at TR, in accordance with RFID standard, facilitating the process of Bike Rental.
12. **Cost of repairs** – 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 of 1 PLN submitted towards Rentals onto Client Account.
14. **Minimum Account balance** – minimum balance which a Client ought to have in order to be entitled to a Bike Rental.
15. **Non-authorized ride** – use of a bike without bike rental registered on Client Account.
16. **Operator** – company Nextbike Polska S.A. in restructuring realizing the service of TR maintenance with its registered seat at Ul. Przasnyska 6b, 01-756 Warszawa, entered into the Register of Entrepreneurs of the National Court Register, maintained by the District Court for the city of Warsaw in Warsaw, XII Economic Department of the National Court Register under the following numbers: KRS 0000646950, REGON 021336152, NIP 8951981007
17. **Initial fee** – amount for the registration in TR System, paid by the Client in relation to the registration and account activation in TR. The level of initial fee has been defined in Appendix no. 1. It will be set off against further rental fees.
18. **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 link <https://tyskirower.pl/polityka-prywatnosci/>.
19. **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.
20. **Terms of Service** - the hereby Terms of Service shall define the principles and conditions of availing of the TR System, and in particular, conditions, scope of rights and obligations and responsibility of persons who avail of the possibility of renting bikes in the TR System.
21. **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.
22. **Standard Bike** – basic type of a bike made available within TR 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.

- 23. Standard bike with a child seat** - a Standard bike equipped with a seat designed for transporting children with a body weight of 9 to 22 kg, who are able to sit without assistance at least for the intended duration of the bike ride. Transporting a child in a child safety seat could be used only under the control of a legal guardian. Details of the use of a Bike with a child seat are available in Annex 3 to the Regulations.
- 24. Tricycle Bike** - a bicycle designed for one person with difficulties in maintaining balance. Provides stable ride.
- 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. TR Service** – actions performed by the Operator in relation to the exploitation, repairs and maintenance of the TR System.
- 27. TR Station** – location of Rental and Return of TR Bikes by Clients by means of bike stands, marked with TR symbols on the Terminal.. Information about locations of the TR stations may be found on the internet website as well as in the Mobile Application.
- 28. User Zone** – administrative borders of the Tychy Municipality.  
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.
- 29. Website** – internet website launched by the Operator, [www.tyskirower.pl](http://www.tyskirower.pl), which contains all necessary data for the commencement and subsequent use of the TR system.
- 30. Tyski Rower System / TR** – 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.
- 31. Terminal** – device designated, among others: for registering Clients in the TR System, Rental and Return of Bikes.
- 32. Agreement** - Agreement between the Client and the Operator which establishes mutual rights and obligations specified in the Terms of Service. It is considered that the Agreement containing the provisions of the hereby Terms of Service shall be automatically concluded at the time of Registration of the Client within the TR system, 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.
- 33. 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.
- 34. Digital lock / clamp** – additional line designated for securing the Bike. It comprises an accessory of every Bike.
- 35. Bike Return/Return** – returning a Bike to any TR 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>.

### III. General rules of using the Tyski Rower System.

1. The Client may register one account within the TR System.
2. The condition for the use of TR 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 TR 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 TR 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 a minor is submitted to the Operator:
  - a. in the form of a scanned letter via electronic means to the address: [bok@tyskirower.pl](mailto:bok@tyskirower.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 TR 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.tyskirower.pl](http://www.tyskirower.pl)

4. Minors below 13 years of age may use the bikes solely under supervision of their parent or legal guardian.
5. The Client may rent up to four Bikes simultaneously.
6. 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.
7. The use of TR Bike System may take place solely and exclusively for non-commercial purposes under the pain of calculating additional fees in accordance with the provisions of Appendix no. 1.
8. 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 realizes services related to the maintenance of TR 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 undertakes to comply with the terms of the Regulations, in particular to make the agreed payment and use the Bike in accordance with the principles set out in the Regulations.

4. The Client is required to protect the login data from being obtained by third parties and may be charged for the use of the service by persons who obtained his login details through his fault.
5. 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, the Operator shall be entitled to block the Client's account and/or charge him/her with additional fees in accordance with Appendix no. 1. Detailed conditions related to such blocking have been specified in Clause XI of the hereby Terms of Service.
6. 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 a bike in TR System. The Operator shall submit an adequate receipt or VAT invoice to the Client for completion of the necessary repair works.
7. The Client bears full and total responsibility and undertakes to cover any tickets, fines, fees etc. obtained by the Client, related to the use of the Bike and imposed on them out of their own fault. The Client shall not bear any responsibility for tickets, fees etc. which have been imposed on them and which stem from the Operator's fault.
8. Bikes are a supplementation of urban means of transport. It is not permitted to use TR Bikes for mountain trips, jumps, stunts. Racing and using the Bike in order to pull or push anything is forbidden. 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.
9. The use of TR 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.
10. Transport of TR Bikes by means of vehicles and other means of transport owned by private persons is forbidden. The Operator reserves the right to remove inadequate protections applied by the Client.
11. The use of any protection which is not a standard TR System element in order to immobilize a bike is forbidden. The Operator reserves the right to remove inadequate protections applied by the Client under the pain of charging additional fee in accordance with Appendix no. 1.
12. The Client is responsible for the Bike he or she rents from the moment of Rental to the moment of Return. Non-authorized rides shall result in calculating fees in accordance with Appendix no. 1.
13. 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.
14. 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.
15. In case of theft of the Bicycle during the Rental Time, the Client is obliged to notify the Client Service Centre/BOK immediately after noticing the event.
16. 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 case of difficulties with returning the bicycle, the Client is obliged to contact BOK.

## **V. Payments.**

1. Fees within the TR System are calculated according to the rates specified in Appendix no. 1 Pricelist and Table of Additional Fees, available on the website, within the Mobile Application and at BOK. The basis for calculating the fee for the use of a Bike is the Duration of Rental.
2. Payment for services and products offered within the TR 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 TR 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 on payment cards is processed by an external service provider and is not stored or available to the Operator.
  4. All payments are transferred to the Operator's account.
  5. At Client request, the Operator shall provide the Client with a VAT invoice. For this purpose, the Client shall contact the Operator by e-mail to the e-mail address of the Operator in order to indicate the data necessary to issue a VAT invoice.
  6. If the charged fees exceed the funds available, the Client is obliged to top up his/her Account at least to a balance equal to PLN 0 within 7 working 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 TR Operator is entitled to transfer the overdue receivables towards the Client, stemming from the Agreement concluded with him, onto third parties, which will entitle these third parties to pursue the said receivables from the Client. The Operator realizes services related to the maintenance of TR System and bears responsibility for its proper functioning.
  8. Reimbursement of payments made for Rentals may be performed post termination of the Agreement. During the term of Agreement with TR Operator, no payments for Rentals (top-up amounts) can be subject to reimbursements.
  9. The amount of the Promotional Voucher that credited the Client's Account is not refundable. It is used before the funds paid by the Client. Details of the amount, validity period and the reason for awarding a Promotional Voucher are set out in the current promotional terms and conditions available on the Website.

## **VI. Registration.**

1. A necessary condition for using the TR System is prior registration of the Client in the System and payment of the Initial Fees.
2. Registration can be done through:
  - a. Website,
  - b. Mobile application,
  - c. Terminal,
3. During the registration process according to Clause VI.2.a,b,d the following personal data is required:
  - a. Mobile phone number,
  - b. first name and surname,
  - c. contact address, that is city, street including flat/house number, postal code, country,
  - d. Email address,
  - e. PESEL number.

One ought to also indicate at least the information regarding Client's acknowledgement and acceptance of the Terms of Service of TR and the Privacy Policy of the Operator.

4. During the registration realized through the Terminal indication of the following personal data is required:
  - a. mobile phone number,
  - b. first name and surname,
  - c. email address,
  - d. optional - payment card number in the case of payment by credit card with the option of debiting it,

One ought to also indicate at least the information regarding Client's acknowledgement and acceptance of the Terms of Service of TR and the Privacy Policy of the Operator. Other data listed in Clause VI.3.c,d,e, the Client is obliged to complete no later than 24 hours after registration according the information mentioned in the point VI.6

5. After successful registration, the Client receives an automatically generated PIN code, which along with the phone number is used to log in to the Account. Login details are sent by SMS to the phone number provided and in the e-mail to the address provided during registration.

To facilitate the process of logging in to the Account and Bike Rental, the Client may connect an RFID card to his or her Client Account. Method of connecting the card with Account is described within the manual available on the website and in BOK.

6. A link will be sent to the e-mail address provided by the Client. The Client must click on the link within 24 hours of receiving the message. Clicking on the link serves the purpose of verifying the correctness of an email address and is one of the elements which must be fulfilled in order to activate Client Account.
7. Failure to fill out the data within 24 hours from registering may result in Account Blockade.
8. Accounts of Users which contain incorrect personal data (i.e. fictitious accounts) with 0 PLN balance resulting from non-performance of the initial fee may automatically be removed from the database.

## VII. Rental

1. Bike rental is possible provided that the 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, within Nextbike Mobile Application or via the website one's credit card with the possibility of charging as the preferred form of payment, from which the funds will be automatically charged.
2. TR Bikes may be rented by means of:
  - a. Mobile Application,
  - b. Terminal, also with the use of RFID card for identification,
  - c. contact with BOK.
3. Rentals of TR Bikes are possible at any TR Stations.
4. Rentals of TR Bikes commence at the time of Bike release from Electric lock, confirmed by a sound signal. The rental of the TR secured Bicycle starts at the moment of choosing the option of RENTAL at the Terminal or in the application, or at the moment of accepting the order of Renting a Bicycle by an employee of BOK. 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 it is sent via a text message (Rental through BOK).
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 case of lack of a Bicycle clamp, the Client is obliged to contact BOK and inform about its lack.

6. In case of detecting during Bike rental of any technical issues of the Bike, the Client is obliged to return the Bike to the nearest station and immediately report the issue to BOK or through the Mobile Application.
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 occurrence of the above event the Client is obliged to inform BOK 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 BOK if necessary.
9. The Rented Bike may be used within the User Zone. In the course of Rental, the User may cycle beyond the functional area of User Zone, however, he or she is obliged to return to it prior to completing 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 duration of hours in a single rental causes additional charging of the fee in accordance with Appendix no. 1.

### **IX. Return**

1. Standard Bike Return is possible at an TR Station, subject to point II.35 of the Regulations, by means of:
  - a. connecting the TR Bike by means of an Adapter to a free Electric lock. correct blocking of the 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 TR 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 TR Bike Return, the Client is obliged to contact BOK, while remaining by the Bike.
3. The Client is obliged to correctly return and secure the bike, as specified in Clause IX.1 of the Terms of Service. 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 Terms of Service (depending on the type of Bike),
  - c. charging the fee for leaving the TR System Bicycle without prior securing it at the TR Station, in accordance with Attachment No. 1 to the Terms of Service,
  - d. charging the fee for returning the TR System Bicycle at a place other than a Station, subject to point II.35 of the Regulations, in the User Zone, in accordance with Attachment No. 1 to the Terms of Service,



- e. charging the fee for returning the TR System Bicycle at a place other than a Station, subject to point II.35 of the Regulations, outside the User Zone, in accordance with Attachment No. 1 to the Terms of Service,
- f. temporary or permanent blocking of Client Account.

Fees sum up.

#### **X. Failures and repairs**

1. Any failures should be reported by phone to BOK or in the Mobile Application immediately after the failure is noticed. In case of any failure preventing further riding, the Client is obliged to stop and notify BOK by phone and, if possible, escort the Bicycle to the nearest TR Station.
2. Self-repairs, modifications or replacements of any parts within the rented Bike are forbidden. The only authorized entity to perform these actions is TR Service.
3. We recommend that the Client should be able to contact BOK at all times during the rental period.

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

1. The Operator reserves the right to temporarily block Client's account in the TR system in case of non-compliance with the conditions of bike use at TR, 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 compliance with its designation,
  - c. leaves the Bike at a place other than an TR Station, subject to point II.35 of the Regulations,
  - d. leaves the Bike unsecured.
3. Account Blockade may also occur in case when the Bike has been lost post its Rental.
4. Permanent Blockade of Client Account prevents any future setting up of subsequent Accounts and constitutes termination of Agreement with the Client due to his/her 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 through the 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. Prior to considering complaints, the Operator may also turn to the Client with a request to supplement, at a designated time, data on the Account, indication of which is required by the provisions of the Terms of Service. In case of lack of data, the Operator will leave such submission unattended.
5. The recommended term for submission of complaints amounts to 7 days from the date of occurrence of the event which constitutes 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 7 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 of its receipt by BOK. 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 through the contact form available on the website,
  - c. via registered letter to the postal address of the Operator indicated in Clause I.3,
  - d. in person at the premises of the Operator.
10. The Client may:
  - a. refer the appeal against the Operator's decision directly to BOK within 14 days from the date of receipt of the response to the complaint,
  - b. bring an action against the Operator before a competent common court.

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

1. Withdrawal from Agreement:
  - a. The Client may withdraw from the Agreement concluded with the Operator - pursuant to the provisions of law, without giving any reason, within 14 days from the date of its conclusion. The deadline shall be deemed met if, before its expiry, the Client sends a statement of withdrawal from the Agreement to the Operator.
  - b. The Client may withdraw from the Agreement by:
    - i. sending a statement of withdrawal from the Agreement to the Operator, to the e-mail address specified in Clause I.3,
    - ii. sending a written statement on withdrawal from the Agreement to the Operator by registered mail to the postal address specified in Clause I.3. For this purpose, the Client may use the withdrawal form contained in Annex 2 to the Act of 30 May 2014 on Consumer Rights (Journal of Laws 2019, item 134 as amended), but it is not mandatory.
  - 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. Reimbursement performed by means of such methods of payment which were used by the Client in the course of initial transaction, unless the Client indicates another solution within the declaration of withdrawal from Agreement.
  - d. Should, pursuant to the demand of the Client, 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 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.

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 through the contact form available on the website,
    - iii. via registered letter to the address of the Operator indicated in Clause I.3,
    - iv. in person at the premises of the Operator.
  - b. The termination of 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 the TR 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 where Client Account balance is negative shall remain without effect on the Operator's right to pursue the amount equal to the unsettled liabilities of the Client for the Operator's provision of services.
  - 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. The termination of the Agreement takes effect immediately, within 30 days from the date of receipt of the termination by the Operator. In case when reimbursement of funds is related to the necessity of incurring additional costs on the side of the Operator in the form of transfer costs, these costs shall be deducted from the means to the reimbursement of which the Client is entitled.
3. The Operator may terminate the Agreement subject to the 7-day notice period (seven days) in the event of occurrence of a significant cause, such as in particular: liquidation of the TR System or ceasing of operations or change of the scope of TR System operations.
4. Termination of Agreement for the provision of services via electronic means by the Operator shall occur through sending a statement of termination of Agreement for the provision of services via electronic means to the electronic post address of the User specified in Client Account or via submission of a declaration to the User in any other manner.
5. Subject to clause 6 above, the consequence of termination of Agreement shall be the liquidation of Client Account by the Operator.
6. In case when during the term of the hereby Agreement the User has availed of bike rental in other cities on the basis of the principle of compatibility of Systems, in accordance with Clause I (4) of the Terms of Service and in the framework of registration to that subsequent service he or she did not set up a new account, Client Account shall not be liquidated. The service of Client Account shall continue to be provided according to the conditions specified in the Terms of Service indicated above for the subsequent service which, as per the rule of compatibility, the User used, including in particular the means on the Account will remain available to be used under this service.
7. If the User, after termination of Agreement, continues to use Client Account according to the rules specified in Clause 6 above, he or she shall be obliged to make payments stemming from the Terms of Service of a given service, excluding payment of the initial fee according to the conditions specified in the Terms of Service of a given service.
8. In case when Client Account is liquidated, provided that the means of Client Account exceed PLN 0 on the day of Agreement termination, these shall be returned to the bank account specified by the User. The termination of the Agreement takes effect immediately, within 30 days from the date of receipt of the termination by the Operator. In case when reimbursement of funds is related to the necessity of incurring additional costs on the side of the Operator in the form of transfer costs, these costs shall be deducted from the means to the reimbursement of which the Client is entitled.

#### XIV. Final provisions

1. The acceptance of the hereby Terms of Service and 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 Client's 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 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 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, Children, Tricycle, Cargo and Tandem bikes		
	Time range	Gross value
Payment for rental Amounts from individual time ranges Sum up.	from 1 to 15 minutes	no fees
	from 16 to 60 minutes	PLN 1
	from 61 to 120 minutes	PLN 2
	from 121 to 180 minutes	PLN 3
	each subsequent commenced hour	PLN 4
	Fee for exceeding the 12 hour limit of rental	
Fee for theft, loss or damage of	children 6+ bike	PLN 1900
	standard bike	PLN 2000
	tricycle bike	PLN 4200
	cargo bike	PLN 7000
	tandem bike	PLN 7000

#### Additional fees

Initial fee	PLN 10
Letter notification regarding a breach to the Terms of Service	PLN 10

Using the Bike for commercial purposes	PLN 200
Ride on a Bike by a greater than allowable number of persons for a given type of Bike	PLN 100
Removal of applied protections	PLN 200
Non-authorized ride	PLN 100
Leaving the Bike at a Station without protection	PLN 100
Leaving the Bike in a different place than the Station, subject to point II.35 of the Regulations, in the User Zone	PLN 180
Leaving the Bicycle in a place other than the Station, subject to point II.35 of the Regulations, outside the Use Zone	PLN 500

Fees indicated in the tables are VAT tax inclusive.

## Appendix no. 2 Costs of repair and restoring of a bike at TR System

Name	Unit of measurement	Price	VAT 23%	Total
Fork adapter	piece	84.00 PLN	19.32 PLN	103.32 PLN
Front mudguard	piece	9.50 PLN	2.19 PLN	11.69 PLN
Back mudguard	piece	9.50 PLN	2.19 PLN	11.69 PLN
Chip	piece	24.78 PLN	5.70 PLN	30.48 PLN
Tube 26x2.125	piece	8.40 PLN	1.93 PLN	10.33 PLN
Bell	piece	3.60 PLN	0.83 PLN	4.43 PLN
Brake lever, right side	piece	9.92 PLN	2.28 PLN	12.20 PLN
Pipe TP-06 Allu. Regulated/ Silver	piece	0.60 PLN	0.14 PLN	0.74 PLN
child seat with adapter	Piece	612,14 PLN	140,79 PLN	752,93 PLN
Roller brake	piece	134.90 PLN	31.03 PLN	165.93 PLN
Bars	piece	17.81 PLN	4.10 PLN	21.91 PLN
Brake pads	piece	4.70 PLN	1.08 PLN	5.78 PLN
Set of brakes (clamps)	piece	15.57 PLN	3.58 PLN	19.15 PLN
Left crank	piece	19.50 PLN	4.49 PLN	23.99 PLN
Crank with rack	piece	28.00 PLN	6.44 PLN	34.44 PLN
connection block	piece	6.30 PLN	1.45 PLN	7.75 PLN
Basket	piece	8.85 PLN	2.04 PLN	10.89 PLN
Front light	piece	19.93 PLN	4.58 PLN	24.51 PLN
Back light	piece	11.63 PLN	2.67 PLN	14.30 PLN
Brake line (band)	piece	2.46 PLN	0.57 PLN	3.03 PLN
Line (band) of rear deraillleur	piece	1.90 PLN	0.44 PLN	2.34 PLN
Chain	piece	5.70 PLN	1.31 PLN	7.01 PLN
Basket fix	piece	18.06 PLN	4.15 PLN	22.21 PLN
Chain guard fix	piece	6.72 PLN	1.55 PLN	8.27 PLN
Back reflector	piece	1.59 PLN	0.37 PLN	1.96 PLN
Tyre (26 x 2.125)	piece	27.41 PLN	6.30 PLN	33.71 PLN
Carrier guard (back)	piece	24.61 PLN	5.66 PLN	30.27 PLN
Chain guard	piece	5.70 PLN	1.31 PLN	7.01 PLN
Brake line shell	meters	1.67 PLN	0.38 PLN	2.05 PLN
Rear deraillleur shell	meters	2.11 PLN	0.49 PLN	2.60 PLN
Set of pedals	piece	13.26 PLN	3.05 PLN	16.31 PLN
Front hub (dynamic)	piece	164.90 PLN	37.93 PLN	202.83 PLN
Back hub	piece	130.05 PLN	29.91 PLN	159.96 PLN

Rear derailleur pusher	piece	8.87 PLN	2.04 PLN	10.91 PLN
Front tyre with dynamo	piece	196.00 PLN	45.08 PLN	241.08 PLN
Rear derailleur with steering module	piece	20.40 PLN	4.70 PLN	25.10 PLN
Lamp cables	meters	5.12 PLN	1.18 PLN	6.30 PLN
Bike frame	piece	457.38 PLN	105.20 PLN	562.58 PLN
Left handle	piece	5.49 PLN	1.26 PLN	6.75 PLN
Right handle	piece	4.71 PLN	1.08 PLN	5.79 PLN
Saddle	piece	15.30 PLN	3.52 PLN	18.82 PLN
Advertisement sides	piece	33.60 PLN	7.73 PLN	41.33 PLN
Headsets	piece	5.69 PLN	1.31 PLN	7.00 PLN
Footer/ support	piece	14.40 PLN	3.31 PLN	17.71 PLN
Support 115mm	piece	12.56 PLN	2.89 PLN	15.45 PLN
Front spoke	piece	0.27 PLN	0.06 PLN	0.33 PLN
Back spoke	piece	0.27 PLN	0.06 PLN	0.33 PLN
seat pillar	piece	15.63 PLN	3.59 PLN	19.22 PLN
Roller brake screw	piece	19.90 PLN	4.58 PLN	24.48 PLN
Brake lever adjusting screw	piece	0.62 PLN	0.14 PLN	0.76 PLN
Back 3 speed wheel	piece	148.50 PLN	34.16 PLN	182.66 PLN
Fork	piece	43.00 PLN	9.89 PLN	52.89 PLN
Handlebar stem	piece	16.93 PLN	3.89 PLN	20.82 PLN
seat tube	piece	6.00 PLN	1.38 PLN	7.38 PLN
Lock code ABUS	piece	56.10 PLN	12.90 PLN	69.00 PLN
Electric lock	piece	672.00 PLN	154.56 PLN	826.56 PLN

\*may be subject to changes

### Attachment no. 3 Rules for using a standard bike with a child seat

1. The maximum weight for a Bike with a child seat cannot exceed 114 kg.
2. The use of a Bike equipped with a child seat is possible only under the supervision of the child's legal guardian who has an account in the TR System. The legal guardian is obliged to properly secure the child in the seat in due to the instructions for use placed on the seat.
3. In case of doubts as to the method of proper securing of the child in the seat, the Client should contact the Customer Service Center by phone.
4. Bikes with a child seat are intended for the transport of children weighing from 9 kg to 22 kg, who are able to sit without assistance for a longer period of time, at least as long as the duration of a bike trip.
5. Before placing the child in the seat, make sure that the seat, bike mounting mechanism and limiting elements ensuring the child's safety during the ride are not damaged, and do not show signs of damage or are loose and are firmly attached to the bicycle. It is also recommended to check the temperature of the seat (if it is not excessive, e.g. due to direct sunlight). In the event of observing any irregularities, and in particular in the event of a defect in the seat or defective installation of the seat to the bike, the TR System User should notify the Operator of the above via the Customer Service Center, and the use of the child seat is prohibited.
6. The legal guardian takes full responsibility for the child during the rental of a Bike with a child seat.
7. Children in the seats should wear an appropriate protective helmet (it is not a bike accessory). It should be remembered that children should be equipped with appropriate clothing protecting against weather conditions, e.g. rain or sunlight.

8. The child should be placed in the seat in a way that guarantees optimal comfort and safety while driving, using the restraining system ensuring that the child's movements are limited in the seat. It is recommended that the backrest is tilted slightly backwards.

9. It is the User's responsibility to ensure that the transported child is secured in a way that prevents it from falling out while driving. If the accident occurs due to the improper use of the restraining mechanism, the Customer bears the liability resulting therefrom.

10. Before driving, make sure that:

11. It is not possible for any part of the child's body, clothes or safety elements to come into contact with the moving element of the seat or bike,

12. the additional load on the Bike does not adversely affect the bike's maneuverability or its balance, necessary for safe movement on the Bike;

13. the weight and dimensions of the child's body do not exceed the maximum load of the seat (the above should also be checked while driving).

14. It is forbidden to make any modifications to the seat and to attach additional luggage to the place where the child seat is located. Be especially careful while riding the Bicycle with the child placed in the seat, bearing in mind that the Bike may behave differently with regard to balance, steering and braking. In particular, the speed of travel should be adjusted to the limitations resulting from traveling with an additionally loaded Bike.

15. During the use of a bike, it is necessary to verify on an ongoing basis whether the luggage rack with the seat installed is functioning properly, and whether the transported child does not obscure the reflections placed on the trunk / seat in any way.

16. Particular attention should also be paid not to leave the bike with the child in the seat along.

17. Rental and Return of a Bike with a child seat are possible at each station.