

RULES AND REGULATIONS
of the Lublin City Bike (LRM) System
binding since 15th May 2023

I General Provisions

- I.1 These Rules and Regulations lay down the terms and conditions of using the Lublin City Bike (hereinafter: LRM) System, launched and operating within the administrative area of the Lublin Municipality.
- I.2 The Rules and Regulations of the LRM System, together with the Privacy Policy, are available free of charge for download, opening and recording on www.lubelskirower.pl. A copy of these documents can also be obtained in the registered office of "MPK Lublin" Sp. z o.o. in Lublin acting as the LRM Operator.
- I.3 Contact details:
"MPK Lublin" Sp. z o.o.
ul. A. Grygowej 56
20-260 Lublin
e-mail: bok@lubelskirower.pl tel.: 81 477-47-74

II Definitions

- II.1 **Mobile App** – a mobile application that enables the use of the LRM. The Mobile App can be operated on smartphones with a compatible up-to-date Android or iOS system enabling the Mobile App to be downloaded from the online store. The Mobile App can be downloaded free of charge from Google Play or Apple AppStore. To download and use the Mobile App, uninterrupted access to the Internet and registration of a Customer Account in the LRM System are required.
- II.2 **Customer Service Office of the Lublin City Bike (BOK LRM)** – a service launched by the Operator that enables users to contact the Operator via:
- hotline available 24/7 on: 81 477-47-74,
 - e-mail: bok@lubelskirower.pl,
 - the Operator's website: www.lubelskirower.pl.
- II.3 **Season Ticket** – a ticket entitling the user to multiple rides on the lines for which it was purchased, within the validity period specified upon its purchase, available as:
- Personal ticket – to be used only by the person whose personal data has been registered in the LUBIKA system,
 - Bearer ticket – to be used by any person; the bearer ticket constitutes proof of payment for a given journey.
- II.4 **Account Blocking** – a preventive measure which consists in disabling the use of the LRM by the Operator if the Customer violates the provisions of these Rules and Regulations, in particular if any such violation causes damage to the Operator's property.
- II.5 **O-lock** – a means of securing a Standard Bike, in the form of a lock integrated into the frame, which must be activated in order for the Rental to finish. The lock is also used to secure the Bike while using the Stop Function. The O-lock is mounted on the rear wheel and remains released during the ride. Every Bike has been equipped with the O-lock.

- II.6 **Price List** – the list of prices and additional charges applicable to the LRM, which forms part of the Agreement. The Price List is appended to these Rules and Regulations which are available on the Website and in the Mobile App. The Operator reserves the right to impose prices lower than those indicated in the Price List as part of promotional activities commissioned to it by the Lublin Municipality or its units.
- II.7 **Rental Time** – the time counted from the moment the Bike Rental starts (the O-lock is released) until the Return of the Bike by activating the O-lock; any periods during which the Stop Function is used are included in the Rental Time.
- II.8 **GPS** – a device mounted on a Bike, used to monitor its position and location.
- II.9 **Customer ID** – an individual number assigned to the Customer, corresponding to the mobile phone number provided during registration, and a 6-digit PIN number. Details of registration and Customer IDs are included in Section VII.
- II.10 **Customer/User** – an natural person participating in the LRM System, who has accepted the Rules and Regulations, and has registered with the LRM, by which he/she has entered into an Agreement with the Operator.
- II.11 **Customer Account/Account** – a personal Customer Account created during registration for the purpose of using the LRM and for collecting charges in line with the Appendix hereto.
- II.12 **Top-up Amount** – the amount of at least PLN 1.00 by which the Customer Account has been topped up to enable Bike Rental.
- II.13 **Lublin City Card (LKM)** – an electronic ID assigned to and recorded on the accounts of LUBIKA system users, read through the LUBIKA Card or the LUBIKA mobile app.
- II.14 **Minimum Account Balance** – the minimum Account balance that the Customer should have in order to be able to rent a Bike.
- II.15 **Unauthorised Ride** – the use of an LRM Bike without a Bike Rental recorded in the Customer Account.
- II.16 **Operator** – Miejskie Przedsiębiorstwo Komunikacyjne Lublin Spółka z ograniczoną odpowiedzialnością (Lublin Municipal Transport Limited-Liability Company), address: 20-260 Lublin, ul. Antoniny Grygowej 56.
- II.17 **Registration Fee** – the fee paid by the Customer upon registration with the LRM System. The amount of the registration fee is determined in the Appendix and will be offset against the Rental fees.
- II.18 **Privacy Policy** – a document drawn up by the Operator in addition to these Rules and Regulations, specifying the terms and conditions of the processing of the Customer's personal data by the Operator. The Privacy Policy is available on www.lubelskirower.pl.
- II.19 **Explanatory Proceedings** – legal and factual actions undertaken by the Operator in order to determine the circumstances and events arising in connection with the use of its Bikes, in particular in connection with any violations of these Rules and Regulations, accidents, collisions or damage to the Operator's property.
- II.20 **Stop Function** – the function enabling the Bike to be parked without returning it. The rules for parking a Bike are described in Section XI.
- II.21 **Rules and Regulations** – these Rules and Regulations laying down the terms and conditions of using the LRM, in particular the scope of rights and obligations as well as responsibilities of persons using the Bike Rental option available within the LRM System.

- II.22 **Reservation** – a function which enables the Customer to remotely reserve a Bike. Reservation details are described in Section VIII.
- II.23 **Children's Bike** – a bicycle with 20" rims, designed for one child over 6 years of age, at least 120 cm tall and weighing up to 60 kg. The Children's Bike may only be used under adult supervision and is also equipped with an O-lock.
- II.24 **Standard Bike** – a bicycle of the basic type made available in the LRM System by the Operator, designed for a person over 13 years of age. The load capacity of the bicycle is 120 kg and it is designed for one person only. The Standard Bicycle is also equipped with an O-lock.
- II.25 **LRM Service** – activities performed by the Operator in connection with the operation, repair and maintenance of the LRM System.
- II.26 **Children's LRM Station** – a set of bicycle racks dedicated to bicycles with 20" wheel rims. A list of Children's LRM Stations can be found on www.lubelskirower.pl and in the Mobile App.
- II.27 **LRM Station** – the place where the Bike Rental and Return takes place. Information about the location of LRM Stations can be found on www.lubelskirower.pl and in the Mobile App.
- II.28 **Use Zone** – administrative area of the Lublin Municipality.
- II.29 **Website** – the www.lubelskirower.pl website launched by the Operator, containing the data necessary to start and continue the use of the LRM.
- II.30 **LRM System** – a bicycle rental system launched by the Operator, including in particular bicycles, technical infrastructure, software and devices enabling bike rental.
- II.31 **LRM Terminal** – a device for self-Rental of a Bike, located at selected LRM Stations
- II.32 **Information Totem/Totem** – an LRM Station element containing information necessary to start and continue to use the LRM.
- II.33 **Agreement** – an Agreement concluded by and between the Customer and the Operator, listing the mutual rights and obligations as laid down in these Rules and Regulation. An Agreement with the content corresponding to the provisions hereof is deemed to be automatically concluded upon registration with the LRM and subject to the Customer's declaration of acceptance of the Rules and Regulations. "MPK Lublin" Sp. z o.o. acts as the Personal Data Controller.
- II.34 **Bike Rental/Rental** – releasing the O-lock on a Bike using the Customer ID in order to take a ride. The Rental process is described in detail in Section IX.
- II.35 **Bike Return/Return** – activating the O-lock on a Bike at a LRM Station. The Return process is described in detail in Section XI. Using the Stop Function is not equivalent to Bike Return.

III General terms and conditions of using the LRM

- III.1 The use of the LRM System is conditional on the Customer providing the personal data required for registration, accepting the terms and conditions set out in these Rules and Regulations, paying the Registration Fee, and clicking on the activation link. The use of the LRM System is further conditional on maintaining the Minimum Account Balance at each Rental in the amount of at least PLN 1.00 for each rented bike (say: one zloty).

III.2 Minors who are at least 13 but under 18 years old may use the LRM with the consent of their parent or legal guardian. The parent or legal guardian will, in that case, be responsible for any damage caused, in particular due to the non-performance or improper performance of the Agreement, and undertakes to cover the ongoing obligations set out in the Appendix. The consent of at least one parent or legal guardian for the use of the Account by a minor needs to be submitted to the Operator:

- 2.a in the form of a scanned letter by email to: bok@lubelskirower.pl
- 2.b by registered letter to the Operator's address,
- 2.c in person at the Operator's registered office.

The consent should contain:

- 2.d the minor's phone number provided during the Account registration,
- 2.e full name of the parent or legal guardian,
- 2.f consent to the use of the LRM System by the minor,
- 2.g the minor's full name,
- 2.h the minor's date of birth,
- 2.i a handwritten signature of the parent or legal guardian,
- 2.j the date and place of granting the consent.

The consent template can be found on www.lubelskirower.pl .

III.3 Minors under 13 years of age may use the Bikes only when supervised by their legal guardian.

III.4 The Customer may rent up to 4 Bikes at the same time.

III.5 Bikes provided as part of the LRM System can only be used for non-commercial purposes; otherwise an additional charge may be imposed in line with the Appendix.

III.6 The Parties to the Agreement are obliged to inform each other of any change to their addresses or other identification data provided during registration in the System.

IV Liability

IV.1 The Operator performs services related to the LRM System operation and is responsible for its proper functioning.

IV.2 The Operator does not bear responsibility for any direct or consequential damage, or for any lost profits, resulting from the improper performance of the Agreement by the Customer, or for any other damage for which the User is responsible. The above shall be without prejudice to Article 473 of the Civil Code, with regard to the Agreement concluded with the Customer.

IV.3 The Customer undertakes to comply with the Rules and Regulations, in particular to make the agreed payments and to use the Bike in accordance with the provisions hereof.

IV.4 The Customer is obliged to use the Bike in accordance with its intended purpose, these Rules and Regulations, and the law. If the Customer violates the terms and conditions hereof, the Operator may block the Customer Account. Detailed conditions for blocking the Account are provided in Section XIV.

IV.5 The User is obliged to protect his/her login data from being seized by any third parties, and may be charged for the use of the service by any persons who have obtained his/her login data through his/her fault.

- IV.6 The Customer shall be liable for any damage resulting from violation of the Rules and Regulations. The Customer may be required to cover the costs of repairing any such damage, including the costs of replacing the Bike as specified in the Price List applicable to the LRM System. The Operator shall invoice the Customer for the necessary repairs.
- IV.7 The Customer shall be fully and completely liable for, and undertakes to cover, all fines, fees, etc., imposed on him/her in the course of using the Bike and arising through his/her fault. However, the Customer shall not be liable only for those fines, fees, etc. imposed on him/her which arise through the Operator's fault.
- IV.8 The LRM Bikes must not be used for mountain tours, jumps, stunts, racing, pulling or pushing. Carrying luggage is only permitted in the basket provided for this purpose. It is prohibited to hang anything on the frame or other components of the Bike.
- IV.9 The LRM Bikes must not be used by persons under the influence of alcohol, other intoxicants, psychotropic substances or substitutes, within the meaning of the regulations on counteracting drug addiction, as well as strong anti-allergic drugs or other drugs which by definition prohibit or recommend refraining from driving or riding.
- IV.10 The LRM Bikes must not be transported by cars and other means of private transport. This prohibition does not apply to public transport insofar as the applicable transport regulations allow this.
- IV.11 No security devices which do not form part of the LRM System may be used to immobilise the Bike. The Operator reserves the right to remove any inadequate safety devices used by the Customer. All costs of restoring the Bike to a condition enabling its further Rental shall be borne by the Customer in accordance with these Rules Regulations, and the Price List.
- IV.12 The Customer shall be responsible for the Bike from the moment its Rental starts until the Return of the Bike. Any unauthorised ride will result in an Additional Charge being imposed.
- IV.13 If the Bike is not returned for any reason, including its theft or loss, the Customer will be charged the equivalent of the Bike in accordance with the Price List, for each lost Bike.
- IV.14 The Customer undertakes to return the Bike in the condition it represented upon Rental. The Customer is obliged in particular to take measures to prevent the Bike from dirt and damage (beyond its standard use), and theft.
- IV.15 If the Bike is stolen during Rental, the Customer is obliged to notify BOK LRM of this fact immediately.
- IV.16 If the Return of the Bike is made improperly through the Customer's fault, the Customer shall bear the costs of its further Rental and shall be responsible for any theft and damage. In the event of facing any difficulties in returning the Bike, the Customer is obliged to contact BOK LRM.

V Payments

- V.1 Charges in the LRM System are calculated according to the rates stated in the Price List available on the Website, in the Mobile App and at LRM BOK. The charge for the use of the Bike is calculated on the basis of the Rental Time.
- V.2 Payments for the LRM services and products can be made:
 - 2.a by means of payment cards,
 - 2.b using the online payment option available after logging into the Customer Account via the Website or the Mobile App,
 - 2.c using the payment form generated by the payment operator at a post office or a bank.
- V.3 Payment card information is processed by an external service provider and is not stored by or available to the Operator.
- V.4 All payments are transferred to the Operator's account.
- V.5 At the Customer's request, the Lublin Municipality shall provide the Customer with a VAT invoice issued by the Lublin Municipality regarding the ride that has been paid for. To this end, the Customer should

contact the Lublin Municipality by e-mail on: zrim@lublin.eu, and provide the data necessary to issue a VAT invoice, including the date and time of the Bike Rental and Return, and the Bike number.

- V.6 If the charged fees exceed the available funds, the Customer is obliged to top up his/her Account at least to the balance of PLN 0.00, within 3 working days. The system re-use will only be possible once the payments are settled and the Minimum Account Balance required by these Rules and Regulations is restored on the Customer Account. If the Customer has chosen the payment mode described in Section V.2, Point 2a, the funds on the card available within 3 working days must enable such payment to be made.
- V.7 The Customer who has a valid season ticket has a limit of 30 minutes per day at his/her disposal, which was purchased upon the purchase of the season ticket, provided that this limit is assigned to the Customer Account and if the Customer rents more than one bicycle, it will be used proportionally for all rented bikes. If the Customer continues to ride after using up the minutes available to him/her, he/she will automatically switch to the payment mode based on the Price List (the basic price list). If the charged fees exceed the available funds, the provisions of Section V.6 will apply.
- V.8 The Customer having an active LKM will use the price list for the LKM. If the Customer continues to ride after using up the available funds, the provisions of Section V.6 will apply.
- V.9 If the Customer has a basic subscription and continues to ride after using up the minutes available to him/her, he/she will automatically switch to the payment mode based on the Price List (the basic price list). If the charged fees exceed the available funds, the provisions of Section V.6 will apply.
- V.10 If the amount due is not settled, the Operator reserves the right to take legal action against the Customer aimed at effecting payment under the Agreement, which will result in the Account being blocked until the amount due is paid. The Operator has the right to charge statutory interest for late payment on any overdue amounts from the due date until the actual payment is made in full.
- V.11 If the Customer is in arrears with any amounts due to the Operator, the Operator reserves the right to pass on information about the arrears to the appropriate institutions indicated by the applicable legislation. The Customer acknowledges that the LRM Operator has the right to transfer the outstanding receivables due from the Customer under the Agreement to third parties, which shall entitle these third parties to enforce the receivables in question against the Customer. The LRM Operator reserves the right to entrust a debt collection company with the collection of receivables from the Customer.
- V.12 The reimbursement of any fees paid for Bike Rentals may be made upon termination of the Agreement. During the term of the Agreement with the LRM Operator, the fees paid for Rentals (the Top-up Amount) will be refundable up to the minimum balance.

VI Rules and order of using the available funds and minutes

- VI.1 The Customer having an active User Account, but without an active LKM or a valid season ticket, will use the basic price list and basic subscriptions.
- VI.2 The Customer having an active User Account, but without an active LKM or a valid season ticket, will have the option to purchase a basic subscription and use the minutes available within a given type of subscription. The Customer using the system will first use the minutes available within the basic subscription. Once they are used up, he/she will use the basic price list.
- VI.3 The Customer having an active LKM will use the LKM price list, both as regards one-off payments and dedicated subscriptions.
- VI.4 The Customer having a valid season ticket will first use the minutes available for use only on a given day under the valid ticket. Once they are used up, he/she will use the basic price list or an option to purchase a basic subscription, The Customer having a valid season ticket will pay the fees for Bike reservation in line with the price list.
- VI.5 The Customer having an active LKM and a valid season ticket will first use the minutes available under the valid ticket, in accordance with the provisions of Section VI.4. Once they are used up, he/she will use the LKM price list or an option to purchase a basic subscription.
- VI.6 The Customer without an active LKM but having a valid season ticket will be treated as described in Section VI.4.
- VI.7 The Customer having an active LKM but without a valid season ticket will be treated as described in Section VI.3.

VII Registration

VII.1 The use of the LRM System is conditional on the prior registration of the Customer in the System.

VII.2 The registration process may be completed via:

- 2.a the Website (www.lubelskirower.pl),
- 2.b the Mobile App.

VII.3 During registration via www.lubelskirower.pl, the following personal data are required:

- 3.a full name,
- 3.b contact address (town/city, street, house/flat number, post code and country),
- 3.c e-mail address,
- 3.d contact phone number,
- 3.e User's ID in the LUBIKA system, i.e., the LUBIKA card number or the phone number used as the ID in the LUBIKA app.

VII.4 During registration via the Mobile App, the following personal data are required:

- 4.a mobile phone number,
- 4.b full name,
- 4.c contact address (town/city, street, house/flat number, post code and country),
- 4.d e-mail address,
- 4.e User's ID in the LUBIKA system, i.e., the LUBIKA card number or the phone number used as the ID in the LUBIKA app.

The Customer must also indicate at least that he/she has read and accepted the LRM Rules and Regulations and the Operator's Privacy Policy. The remaining data listed in Section VII.3. a, b, c, d, e must be completed by the Customer no later than 24 hours after registration.

VII.5 In the registration process, the Customer will generate a PIN code, which will then serve, along with the Customer's phone number, the purpose of logging into the Customer Account.

VII.6 An activation link will be sent to the e-mail address provided during registration via the Website. The activation link will remain valid for 24 hours after registration. Clicking on the link will enable verifying the correctness of that address and is one of the elements which must be fulfilled for a Customer Account to be activated.

VII.7 The Customer Account will be activated once all the following conditions are fulfilled:

- 7.a the Customer Account includes all the data required during registration,
- 7.b the Customer has clicked on the verification link,
- 7.c the Customer has paid the Registration Fee,
- 7.d as regards minors, the consent has been submitted by the parent or legal guardian.

VII.8 Customer Accounts including incorrect personal data with a balance of PLN 0.00 may be automatically removed from the LRM database.

VIII Reservation

VIII.1 The Operator allows the User to reserve a Standard Bike and a Children's Bike. The User may reserve up to 4 Bikes at the same time.

VIII.2 Reservations can be made via the Mobile App or the Website.

VIII.3 Reservations are voluntary and made against payment. The User must collect the Bike within 30 minutes, following which the Reservation will be cancelled automatically. Once the Reservation is cancelled, the Bike will be made available to other Users.

VIII.4 The fees for Reservations are determined in the Price List. The fee will be charged for each Reservation regardless of whether the Bike is actually collected or not.

IX Rental

- IX.1 Bike Rental is possible if the Customer has an active Account status. The active Account status is understood as:
- 1.a clicking on the activation link following registration or entering an SMS code in the Mobile App,
 - 1.b paying the Registration Fee.
 - 1.c having a minimum balance of PLN 1.00 per each rented Bike on the Customer Account.
- IX.2 The LRM Bike can be rented:
- 2.a via the Mobile App,
 - 2.b via the Terminal,
 - 2.c by contacting with BOK LRM.
- IX.3 Renting a Standard Bike and a Children's Bike is possible at any LRM Station.
- IX.4 The Customer is obliged to make sure, before starting to ride, that the Bike is in good working order, in particular that the tyres are inflated, the brakes work properly and the light can be switched on.
- IX.5 If the Customer discovers any malfunction in the Bike while renting it, he/she is obliged to immediately report the problem to LRM BOK or via the Mobile App and, if possible, to return the Bike to the nearest Station.
- IX.6 If an accident or collision occurs while renting the Bike, the Customer undertakes to prepare a statement or call the Police. The Customer is further obliged to inform BOK LRM of such accident or collision immediately.
- IX.7 It is recommended that the Customer, while renting the Bike, have access to a mobile phone enabling him/her to contact BOK LRM.
- IX.8 While renting the Bike, the User may leave the Use Zone but he/she is obliged to return to it before the Rental ends, and to leave the Bike at a Station within the Use Zone; otherwise he/she shall be charged in accordance with the Price List.

X Rental duration

- X.1 The Bike Rental Time starts when the Bike is unlocked and the O-lock is released on a Standard Bike or a Children's Bike. It ends with the Bike Return in accordance with Section XII.2. The use of the Stop function is not understood as Bike Return and is included in the Rental Time.
- X.2 The Customer shall return the Bike to the LRM Station without exceeding the maximum Rental Time, i.e. 24 hours.
- X.3 Exceeding the maximum single Rental Time will result in fees being charged as specified in the Price List.
- X.4 The Operator reserves the right to contact the Customer in advance in case of doubts about the condition of the Bike (e.g. low battery, unusual location of the Bike).

XI Stop function

- XI.1 Through the Stop function the Operator allows parking the Bike while the Rental is in progress. The use of the Stop function is not equivalent to the Bike Return and will be charged in the same way as the rental.
- XI.2 The Stop function for Standard Bikes and Children's Bikes is only available in the Mobile App. After selecting it, the O-lock must be closed manually.
- XI.3 The time when the Stop function is used is included in the Rental Time.
- XI.4 The customer will be held fully responsible if the bike is left with the Stop function in violation of the Road Traffic Law or other regulations.

XII Return

XII.1 LRM Bike Return is possible at an LRM Station.

XII.2 The customer shall return a Standard Bike or a Children's Bike to the LRM Station by closing the O-lock. The Bike should be immobilised in such a way that the front wheel of the Bike is in a straight line with the frame of the Bike and the Bike stands stable. Standard and Children's Bikes should be parked in accordance with the regulations without obstructing bike, road or pedestrian traffic. If the Bike is returned at a place other than the LRM Station, an additional fee will be charged in accordance with the Table of Additional Fees.

XII.3 The Customer is obliged to properly return and secure the Bike. Failure to comply with this obligation may result in:

- 3.a charging fees for the use of the Bike in accordance with the price list, and, in the case of a rental lasting longer than the maximum Rental Time, in charging an additional fee as specified in the Price List,
- 3.b charging a fee for loss, theft or damage to the Bike as specified in the Price List,
- 3.c charging a fee for abandoning a Standard or Children's Bike outside the LRM Station but within the Use Zone as specified in the Price List,
- 3.d charging a fee for abandoning the Bike (regardless of type) outside the Use Zone as specified in the Price List,
- 3.e temporary or permanent blocking of the Customer account.
- 3.f The fees add up.

XIII Repairs and Breakdowns

XIII.1 Any breakdowns should be reported by telephone to the BOK LRM or in the Mobile App as soon as the breakdown is noticed. In the event of any breakdown preventing further riding, the Customer is obliged to stop and notify the BOK LRM by telephone and, if possible, take the Bike to the nearest LRM Station.

XIII.2 It is forbidden to independently carry out any repair, modification or replacement of parts on the rented Bike. The only entity authorised to do so is the LRM Service.

XIII.3 We recommend that the Customer have the opportunity to contact the LRM Service throughout the entire Bike Rental Time.

XIV Blocking of User Accounts

XIV.1 The Operator reserves the right to temporarily or permanently block the Customer Account in the LRM System in case of non-compliance with the terms of use of LRM Bikes contained in these Rules and Regulations.

XIV.2 In particular, the Account may be blocked when the Customer:

- 2.a has failed to fill in the personal details described in Section VII. 3 of the Rules and Regulations,
- 2.b is in default with payments as in the situations described in Sections V.6 - 9,
- 2.c uses the Bike contrary to its intended use,
- 2.d leaves the Bike unsecured.

XIV.3 The Account may also be blocked if the Bike goes missing after the Customer has rented the Bike.

XIV.4 Permanent blocking of the Customer Account prevents the creation of another Account in the future and is equivalent to the termination of the Agreement with the Customer through the fault

of the Customer.

XV Complaints

- XV.1 A complaint is a statement by a Customer of dissatisfaction with a service or the course of a process related to the service provided, and consequently, a request to rectify the service or refund part or all of the fee charged. Complaints that do not contain a claim addressed to the Operator will not be regarded as a complaint.
- XV.2 Complaints should contain at least the name and telephone number allowing the identification of the Customer. In the absence of data allowing the identification of the Customer, the Operator will not consider the complaint.
- XV.3 The Customer may submit any complaints regarding the services provided under these Rules and Regulations:
- 3.a by e-mail to the e-mail address specified in Section I.3,
 - 3.b electronically through the contact form on the Website,
 - 3.c by telephone,
 - 3.d by registered mail to the Operator's postal address specified in Section I.3,
 - 3.e in person at the Operator's registered office
- XV.4 If the data or information provided in the complaint needs to be supplemented, before handling the complaint the Operator will request the Customer making the complaint to supplement it to the extent indicated. Before handling the complaint, the Operator may also ask the Customer to supplement, in due time, the data in the Account, the provision of which is required under these Rules and Regulations. If the data are not supplemented, the Operator will not consider the complaint.
- XV.5 The deadline for filing a complaint is 7 days from the date of the event giving rise to the complaint.
- XV.6 Filing a complaint does not release the Customer from the obligation of timely performance of its obligations towards the Operator.
- XV.7 The Operator considers complaints within 14 days from the date of receipt, and in particularly complicated cases – within 30 days. If a complaint needs to be supplemented, the period for handling the complaint starts running from the date of delivery of the supplementary documents or additional explanations/information to the Operator. If it is not possible to meet the deadline for handling the complaint, the Operator will inform the Customer of the delay, stating the reason for the delay (facts that need to be established) and the expected deadline date by which the complaint will be handled.
- XV.8 A reply to the complaint will be sent to the Customer by e-mail or post to the correspondence address as indicated in the complaint. The Operator may send a reply to another address / e-mail address indicated for correspondence by the Customer making the complaint.
- XV.9 The Customer has the right to appeal against the decision issued by the Operator. The appeal shall be considered within 14 days from the date of its receipt at the BOK LRM. The appeal should be filed in one of the following ways:
- 9.a by e-mail to the e-mail address specified in Section I.3,
 - 9.b electronically through the contact form on the Website,
 - 9.c by registered mail to the Operator's postal address specified in Section I.3,
 - 9.d in person at the Operator's registered office.
- XV.10 The customer may:
- 10.a file an appeal against the Operator's decision directly to the BOK LRM within 14 days from the date of receipt of the reply to the complaint,

- 10.b bring an action against the Operator before the competent common court.

XVI Termination of the Agreement

XVI.1 Withdrawal from the Agreement

- 1.a The Customer may withdraw from the Agreement concluded with the Operator – based on the provisions of the law, without giving any reason, within a period of 14 days from the date of conclusion. The above-specified period will be deemed to have been met if, before its expiration, the Customer sends a statement of withdrawal from the Agreement to the Operator.
- 1.b The customer may withdraw from the Agreement by:
 - b.i sending to the Operator at the e-mail address specified in Section I.3 a statement of withdrawal from the Agreement,
 - b.ii sending to the Operator by registered mail to the postal address specified in Section I.3 a written statement of withdrawal from the Agreement.
- 1.c In the event of withdrawal from the Agreement, the Agreement will be deemed not to have been concluded. In the event of withdrawal from the Agreement, each Party is obliged to return to the other Party everything it has received under the Agreement. Reimbursement shall be made no later than within 14 days of receipt by the Operator of the statement of withdrawal from the Agreement. Payments shall be reimbursed using the same methods of payment that were used by the Customer in the original transaction, unless the Customer has agreed otherwise in the statement of withdrawal from the Agreement. The Customer should indicate any other solution in its statement.
- 1.d If, at the request of the Customer, the performance of the service starts before the time limit for withdrawal from the Agreement has expired, the User is obliged to pay for the services performed until the withdrawal from the Agreement. Any remaining funds in the account will be reimbursed at the latest within 14 days of the Operator's consideration of the statement of withdrawal from the Agreement.

XVI.2 Termination of the Agreement at the request of the Customer.

- 2.a The customer has the right to terminate the Agreement. The Customer may give notice of termination in the following way:
 - a.i by e-mail to the e-mail address specified in Section I.3,
 - a.ii electronically through the contact form on the Website,
 - a.iii by registered mail to the Operator's postal address specified in Section I.3,
 - a.iv in person at the Operator's registered office.
- 2.b The Agreement will be terminated immediately, no later than within 14 days from the date of delivery of the notice of termination to the Operator. The termination of the Agreement results in the termination of the Customer Account in the LRM System by the Operator.
- 2.c Before giving notice of termination, the Customer is obliged to add funds on its Customer Account to reach the balance of PLN 0. The termination of the Agreement in a situation where the balance on the Customer Account is negative has no effect on the Operator's right to claim an amount equal to the outstanding amount due by the Customer for the services provided by the Operator.
- 2.d If the funds in the Customer Account exceed PLN 0 on the date of termination of the Agreement, they will be returned to the bank account specified by the Customer in the application, unless the Customer agreed otherwise in its notice of termination of the Agreement. The Customer should indicate the other solution in the statement made. The funds will be returned within a maximum of 14 days from the date of termination of the Agreement. If the reimbursement is related to the need to incur additional costs on the part of the Operator in the form of wire transfer costs, these costs will be deducted from the funds to be reimbursed to the Customer.

- XVI.3 The Operator may terminate the Agreement by giving seven (7) days' notice in the event of an important reason, which may be, in particular, the liquidation of the LRM System or the discontinuation or change in the scope of operation of the LRM System.
- XVI.4 Termination of the Agreement for the provision of services by electronic means by the Operator takes place by sending a statement of termination of the Agreement for the provision of services by electronic means to the electronic mail address of the User specified in the User Account or by making a statement to the User in any other way.
- XVI.5 The termination of the Agreement results in the termination of the User Account by the Operator.

XVII Final provisions

- XVII.1 Acceptance of these Rules and Regulations and the Bike Rental are equivalent to a declaration of health condition allowing safe movement on the Bike, the ability to ride the Bike and knowledge of road traffic regulations.
- XVII.2 The Operator reserves the right to terminate the Agreement by giving 14 days' notice if the Customer breaches these Rules and Regulations (e.g. by failing to return the Bike within the required period of time), while the Customer is entitled to claims against the Operator for the return of funds from the Customer Account, if they have not previously been used by the Operator to cover the Customer's outstanding liabilities.
- XVII.3 The Operator has the right to amend these Rules and Regulations with effect for the future. Information on any amendments to these Rules and Regulations will be sent to the Customer's e-mail address provided during registration. Failure to send to BOK LRM written information on refusal to accept amendments to the Rules and Regulations within 14 days of relevant information being sent to the Customer shall mean the Customer's acceptance of the amendments to the Rules and Regulations. A Customer's written notice of its refusal to accept amendments to the Rules and Regulations is equivalent to the termination of the Agreement by the Customer.
- XVII.4 Any matters not regulated in these Rules and Regulations will be subject to the applicable provisions of law, in particular the Civil Code and the Road Traffic Law.
- XVII.5 In case of any discrepancies between the Polish and foreign language versions of these Rules and Regulations, the Polish version shall prevail.

List of Prices and Additional Charges (effective date: 15th May 2023)**Registration fee**

| No. | Fee type | Price |
|-----|------------------|-----------|
| 1 | Registration fee | PLN 10.00 |

LRM basic subscriptions and minutes available

| No. | Subscription or ticket type | Subscription price | Time included in the subscription or ticket price | Reservation* | |
|-----|--|--------------------|---|--------------|----------|
| | | | | Time | Price |
| 1 | 7-day subscription | PLN 10.00 | 10 h | | |
| 2 | Monthly subscription (valid for 30 consecutive days) | PLN 20.00 | 30 h | 0 – 30 min. | PLN 0.50 |
| 3 | Quarterly subscription (valid for 90 consecutive days) | PLN 55.00 | 95 h | 0 – 30 min. | PLN 0.50 |
| 4 | Seasonal subscription | PLN 125.00 | 230 h | 0 – 30 min. | PLN 0.50 |

Basic LRM rental and reservation price list

| No. | Fee type | Rental | | Reservation* | |
|-----|--------------------------------------|--------------------------------|----------|--------------|----------|
| | | Time | Price | Time | Price |
| 1 | Fees for bike rental and reservation | 0 – 30 min. | PLN 1.00 | 0 – 30 min. | PLN 1.00 |
| 2 | | 31 – 60 min. | PLN 0.50 | | |
| 3 | | Each subsequent commenced hour | PLN 1.00 | | |

LKM rental and LRM reservation price list

| No. | Fee type | Rental | | Reservation* | |
|-----|--------------------------------------|--------------------------------|----------|--------------|----------|
| | | Time | Price | Time | Price |
| 1 | Fees for bike rental and reservation | 0 – 30 min. | PLN 0.70 | 0 – 30 min. | PLN 0.70 |
| 2 | | 31 – 60 min. | PLN 0.35 | | |
| 3 | | Each subsequent commenced hour | PLN 0.70 | | |

LKM subscriptions

| No. | Subscription or ticket type | Subscription price | Time included in the subscription price | Reservation* | |
|-----|--|--------------------|---|--------------|----------|
| | | | | Time | Price |
| 1 | 7-day subscription | PLN 7.00 | 10 h | | |
| 2 | Monthly subscription (valid for 30 consecutive days) | PLN 14.00 | 30 h | 0 – 30 min. | PLN 0.35 |
| 3 | Quarterly subscription (valid for 90 consecutive days) | PLN 38.00 | 95 h | 0 – 30 min. | PLN 0.35 |
| 4 | Seasonal subscription | PLN 87.00 | 230 h | 0 – 30 min. | PLN 0.35 |

Each ticket referred to by ZTM Lublin as a season ticket (valid for 10 days or more)

| No. | Reservation* | |
|-----|--------------|----------|
| | Time | Price |
| 1 | 0 – 30 min. | PLN 0.50 |

* the reservation is not included in the subscription time and is subject to an additional charge

Additional charges

| | | |
|---|---|----------|
| 1 | Charge for exceeding 24 hours of rental | PLN 300 |
| 2 | Theft, loss or damage to a Standard Bicycle or a Children's Bicycle | PLN 2000 |
| 3 | More persons using the bicycle than allowed by the Operator for a given bicycle type | PLN 100 |
| 4 | Leaving a Bicycle (regardless of the type) outside the LRM Station, but within the Use Zone | PLN 50 |
| 5 | The User's account being blocked three times within 30 days | PLN 100 |
| 6 | Removing the security measures applied | PLN 200 |
| 7 | Unauthorised ride | PLN 100 |
| 8 | Using a bicycle for commercial purposes (e.g., for courier services, food delivery etc.) | PLN 1500 |
| 9 | Leaving a Bicycle (regardless of the type) outside the Use Zone: | |
| | From 500 m to 10 km (to the nearest station) | PLN 50 |
| | From 11 km to 25 km (to the nearest station) | PLN 100 |
| | From 26 km to 50 km (to the nearest station) | PLN 150 |
| | From 51 km to 100 km (to the nearest station) | PLN 500 |
| | More than 100 km (to the nearest station) | PLN 1000 |

* Additional charges add up.

RULES AND REGULATIONS
of the Lublin City Bike (LRM) System
binding since 10th February 2024

I General Provisions

- I.1 These Rules and Regulations lay down the terms and conditions of using the Lublin City Bike (hereinafter: LRM) System, launched and operating within the administrative area of the Lublin Municipality.
- I.2 The Rules and Regulations of the LRM System, together with the Privacy Policy, are available free of charge for download, opening and recording on www.lubelskirower.pl. A copy of these documents can also be obtained in the registered office of "MPK Lublin" Sp. z o.o. in Lublin acting as the LRM Operator.
- I.3 Contact details:
"MPK Lublin" Sp. z o.o.
ul. A. Grygowej 56
20-260 Lublin
e-mail: bok@lubelskirower.pl tel.: 81 477-47-74

II Definitions

- II.1 **Mobile App** – a mobile application that enables the use of the LRM. The Mobile App can be operated on smartphones with a compatible up-to-date Android or iOS system enabling the Mobile App to be downloaded from the online store. The Mobile App can be downloaded free of charge from Google Play or Apple AppStore. To download and use the Mobile App, uninterrupted access to the Internet and registration of a Customer Account in the LRM System are required.
- II.2 **Customer Service Office of the Lublin City Bike (BOK LRM)** – a service launched by the Operator that enables users to contact the Operator via:
- hotline available 24/7 on: 81 477-47-74,
 - e-mail: bok@lubelskirower.pl,
 - **the Operator's website: www.lubelskirower.pl.**
- II.3 **Season Ticket** – a ticket entitling the user to multiple rides on the lines for which it was purchased, within the validity period specified upon its purchase, available as:
- Personal ticket – to be used only by the person whose personal data has been registered in the LUBIKA system,
 - Bearer ticket – to be used by any person; the bearer ticket constitutes proof of payment for a given journey.
- II.4 **Account Blocking** – a preventive measure which consists in disabling the use of the LRM by the Operator if the Customer violates the provisions of these Rules and Regulations, in particular if any such violation causes damage to the Operator's property.
- II.5 **O-lock** – a means of securing a Standard Bike, in the form of a lock integrated into the frame, which must be activated in order for the Rental to finish. The lock is also used to secure the Bike while using the Stop Function. The O-lock is mounted on the rear wheel and remains released during the ride. Every Bike has been equipped with the O-lock.

- II.6 **Price List** – the list of prices and additional charges applicable to the LRM, which forms part of the Agreement. The Price List is appended to these Rules and Regulations which are available on the Website and in the Mobile App. The Operator reserves the right to impose prices lower than those indicated in the Price List as part of promotional activities commissioned to it by the Lublin Municipality or its units.
- II.7 **Rental Time** – the time counted from the moment the Bike Rental starts (the O-lock is released) until the Return of the Bike by activating the O-lock; any periods during which the Stop Function is used are included in the Rental Time.
- II.8 **GPS** – a device mounted on a Bike, used to monitor its position and location.
- II.9 **Customer ID** – an individual number assigned to the Customer, corresponding to the mobile phone number provided during registration, and a 6-digit PIN number. Details of registration and Customer IDs are included in Section VII.
- II.10 **Customer/User** – an natural person participating in the LRM System, who has accepted the Rules and Regulations, and has registered with the LRM, by which he/she has entered into an Agreement with the Operator.
- II.11 **Customer Account/Account** – a personal Customer Account created during registration for the purpose of using the LRM and for collecting charges in line with the Appendix hereto.
- II.12 **Top-up Amount** – the amount of at least PLN 1.00 by which the Customer Account has been topped up to enable Bike Rental.
- II.13 **Lublin City Card (LKM)** – an electronic ID assigned to and recorded on the accounts of LUBIKA system users, read through the LUBIKA Card or the LUBIKA mobile app.
- II.14 **Minimum Account Balance** – the minimum Account balance that the Customer should have in order to be able to rent a Bike.
- II.15 **Unauthorised Ride** – the use of an LRM Bike without a Bike Rental recorded in the Customer Account.
- II.16 **Operator** – Miejskie Przedsiębiorstwo Komunikacyjne Lublin Spółka z ograniczoną odpowiedzialnością (Lublin Municipal Transport Limited-Liability Company), address: 20-260 Lublin, ul. Antoniny Grygowej 56.
- II.17 **Registration Fee** – the fee paid by the Customer upon registration with the LRM System. The amount of the registration fee is determined in the Appendix and will be offset against the Rental fees.
- II.18 **Privacy Policy** – a document drawn up by the Operator in addition to these Rules and Regulations, specifying the terms and conditions of the processing of the Customer's personal data by the Operator. The Privacy Policy is available on www.lubelskirower.pl.
- II.19 **Explanatory Proceedings** – legal and factual actions undertaken by the Operator in order to determine the circumstances and events arising in connection with the use of its Bikes, in particular in connection with any violations of these Rules and Regulations, accidents, collisions or damage to the Operator's property.
- II.20 **Stop Function** – the function enabling the Bike to be parked without returning it. The rules for parking a Bike are described in Section XI.
- II.21 **Rules and Regulations** – these Rules and Regulations laying down the terms and conditions of using the LRM, in particular the scope of rights and obligations as well as responsibilities of persons using the Bike Rental option available within the LRM System.

- II.22 **Reservation** – a function which enables the Customer to remotely reserve a Bike. Reservation details are described in Section VIII.
- II.23 **Children's Bike** – a bicycle with 20" rims, designed for one child over 6 years of age, at least 120 cm tall and weighing up to 60 kg. The Children's Bike may only be used under adult supervision and is also equipped with an O-lock.
- II.24 **Standard Bike** – a bicycle of the basic type made available in the LRM System by the Operator, designed for a person over 13 years of age. The load capacity of the bicycle is 120 kg and it is designed for one person only. The Standard Bicycle is also equipped with an O-lock.
- II.25 **LRM Service** – activities performed by the Operator in connection with the operation, repair and maintenance of the LRM System.
- II.26 **Children's LRM Station** – a set of bicycle racks dedicated to bicycles with 20" wheel rims. A list of Children's LRM Stations can be found on www.lubelskirower.pl and in the Mobile App.
- II.27 **LRM Station** – the place where the Bike Rental and Return takes place. Information about the location of LRM Stations can be found on www.lubelskirower.pl and in the Mobile App.
- II.28 **Use Zone** – administrative area of the Lublin Municipality.
- II.29 **Website** – the www.lubelskirower.pl website launched by the Operator, containing the data necessary to start and continue the use of the LRM.
- II.30 **LRM System** – a bicycle rental system launched by the Operator, including in particular bicycles, technical infrastructure, software and devices enabling bike rental.
- II.31 **LRM Terminal** – a device for self-Rental of a Bike, located at selected LRM Stations
- II.32 **Information Totem/Totem** – an LRM Station element containing information necessary to start and continue to use the LRM.
- II.33 **Agreement** – an Agreement concluded by and between the Customer and the Operator, listing the mutual rights and obligations as laid down in these Rules and Regulation. An Agreement with the content corresponding to the provisions hereof is deemed to be automatically concluded upon registration with the LRM and subject to the Customer's declaration of acceptance of the Rules and Regulations. "MPK Lublin" Sp. z o.o. acts as the Personal Data Controller.
- II.34 **Bike Rental/Rental** – releasing the O-lock on a Bike using the Customer ID in order to take a ride. The Rental process is described in detail in Section IX.
- II.35 **Bike Return/Return** – activating the O-lock on a Bike at a LRM Station. The Return process is described in detail in Section XI. Using the Stop Function is not equivalent to Bike Return.

III General terms and conditions of using the LRM

- III.1 The use of the LRM System is conditional on the Customer providing the personal data required for registration, accepting the terms and conditions set out in these Rules and Regulations, paying the Registration Fee, and clicking on the activation link. The use of the LRM System is further conditional on maintaining the Minimum Account Balance at each Rental in the amount of at least PLN 1.00 for each rented bike (say: one zloty).

III.2 Minors who are at least 13 but under 18 years old may use the LRM with the consent of their parent or legal guardian. The parent or legal guardian will, in that case, be responsible for any damage caused, in particular due to the non-performance or improper performance of the Agreement, and undertakes to cover the ongoing obligations set out in the Appendix. The consent of at least one parent or legal guardian for the use of the Account by a minor needs to be submitted to the Operator:

- 2.k in the form of a scanned letter by email to: bok@lubelskirower.pl
- 2.l by registered letter to the Operator's address,
- 2.m in person at the Operator's registered office.

The consent should contain:

- 2.n the minor's phone number provided during the Account registration,
- 2.o full name of the parent or legal guardian,
- 2.p consent to the use of the LRM System by the minor,
- 2.q the minor's full name,
- 2.r the minor's date of birth,
- 2.s a handwritten signature of the parent or legal guardian,
- 2.t the date and place of granting the consent.

The consent template can be found on www.lubelskirower.pl.

III.3 Minors under 13 years of age may use the Bikes only when supervised by their legal guardian.

III.4 The Customer may rent up to 4 Bikes at the same time.

III.5 Bikes provided as part of the LRM System can only be used for non-commercial purposes; otherwise an additional charge may be imposed in line with the Appendix.

III.6 The Parties to the Agreement are obliged to inform each other of any change to their addresses or other identification data provided during registration in the System.

IV Liability

IV.1 The Operator performs services related to the LRM System operation and is responsible for its proper functioning.

IV.2 The Operator does not bear responsibility for any direct or consequential damage, or for any lost profits, resulting from the improper performance of the Agreement by the Customer, or for any other damage for which the User is responsible. The above shall be without prejudice to Article 473 of the Civil Code, with regard to the Agreement concluded with the Customer.

IV.3 The Customer undertakes to comply with the Rules and Regulations, in particular to make the agreed payments and to use the Bike in accordance with the provisions hereof.

IV.4 The Customer is obliged to use the Bike in accordance with its intended purpose, these Rules and Regulations, and the law. If the Customer violates the terms and conditions hereof, the Operator may block the Customer Account. Detailed conditions for blocking the Account are provided in Section XIV.

IV.5 The User is obliged to protect his/her login data from being seized by any third parties, and may be charged for the use of the service by any persons who have obtained his/her login data through his/her fault.

- IV.6 The Customer shall be liable for any damage resulting from violation of the Rules and Regulations. The Customer may be required to cover the costs of repairing any such damage, including the costs of replacing the Bike as specified in the Price List applicable to the LRM System. The Operator shall invoice the Customer for the necessary repairs.
- IV.7 The Customer shall be fully and completely liable for, and undertakes to cover, all fines, fees, etc., imposed on him/her in the course of using the Bike and arising through his/her fault. However, the Customer shall not be liable only for those fines, fees, etc. imposed on him/her which arise through the Operator's fault.
- IV.8 The LRM Bikes must not be used for mountain tours, jumps, stunts, racing, pulling or pushing. Carrying luggage is only permitted in the basket provided for this purpose. It is prohibited to hang anything on the frame or other components of the Bike.
- IV.9 The LRM Bikes must not be used by persons under the influence of alcohol, other intoxicants, psychotropic substances or substitutes, within the meaning of the regulations on counteracting drug addiction, as well as strong anti-allergic drugs or other drugs which by definition prohibit or recommend refraining from driving or riding.
- IV.10 The LRM Bikes must not be transported by cars and other means of private transport. This prohibition does not apply to public transport insofar as the applicable transport regulations allow this.
- IV.11 No security devices which do not form part of the LRM System may be used to immobilise the Bike. The Operator reserves the right to remove any inadequate safety devices used by the Customer. All costs of restoring the Bike to a condition enabling its further Rental shall be borne by the Customer in accordance with these Rules Regulations, and the Price List.
- IV.12 The Customer shall be responsible for the Bike from the moment its Rental starts until the Return of the Bike. Any unauthorised ride will result in an Additional Charge being imposed.
- IV.13 If the Bike is not returned for any reason, including its theft or loss, the Customer will be charged the equivalent of the Bike in accordance with the Price List, for each lost Bike.
- IV.14 The Customer undertakes to return the Bike in the condition it represented upon Rental. The Customer is obliged in particular to take measures to prevent the Bike from dirt and damage (beyond its standard use), and theft.
- IV.15 If the Bike is stolen during Rental, the Customer is obliged to notify BOK LRM of this fact immediately.
- IV.16 If the Return of the Bike is made improperly through the Customer's fault, the Customer shall bear the costs of its further Rental and shall be responsible for any theft and damage. In the event of facing any difficulties in returning the Bike, the Customer is obliged to contact BOK LRM.

V Payments

- V.1 Charges in the LRM System are calculated according to the rates stated in the Price List available on the Website, in the Mobile App and at LRM BOK. The charge for the use of the Bike is calculated on the basis of the Rental Time.
- V.2 Payments for the LRM services and products can be made:
 - 2.d by means of payment cards,
 - 2.e using the online payment option available after logging into the Customer Account via the Website or the Mobile App,

- 2.f using the payment form generated by the payment operator at a post office or a bank.
- V.3 Payment card information is processed by an external service provider and is not stored by or available to the Operator.
- V.4 All payments are transferred to the Operator's account.
- V.5 At the Customer's request, the Lublin Municipality shall provide the Customer with a VAT invoice issued by the Lublin Municipality regarding the ride that has been paid for. To this end, the Customer should contact the Lublin Municipality by e-mail on: zrim@lublin.eu, and provide the data necessary to issue a VAT invoice, including the date and time of the Bike Rental and Return, and the Bike number.
- V.6 If the charged fees exceed the available funds, the Customer is obliged to top up his/her Account at least to the balance of PLN 0.00, within 3 working days. The system re-use will only be possible once the payments are settled and the Minimum Account Balance required by these Rules and Regulations is restored on the Customer Account. If the Customer has chosen the payment mode described in Section V.2, Point 2a, the funds on the card available within 3 working days must enable such payment to be made.
- V.7 The Customer who has a valid season ticket has a limit of 30 minutes per day at his/her disposal, which was purchased upon the purchase of the season ticket, provided that this limit is assigned to the Customer Account and if the Customer rents more than one bicycle, it will be used proportionally for all rented bikes. If the Customer continues to ride after using up the minutes available to him/her, he/she will automatically switch to the payment mode based on the Price List (the basic price list). If the charged fees exceed the available funds, the provisions of Section V.6 will apply.
- V.8 The Customer having an active LKM will use the price list for the LKM. If the Customer continues to ride after using up the available funds, the provisions of Section V.6 will apply.
- V.9 If the Customer has a basic subscription and continues to ride after using up the minutes available to him/her, he/she will automatically switch to the payment mode based on the Price List (the basic price list). If the charged fees exceed the available funds, the provisions of Section V.6 will apply.
- V.10 If the amount due is not settled, the Operator reserves the right to take legal action against the Customer aimed at effecting payment under the Agreement, which will result in the Account being blocked until the amount due is paid. The Operator has the right to charge statutory interest for late payment on any overdue amounts from the due date until the actual payment is made in full.
- V.11 If the Customer is in arrears with any amounts due to the Operator, the Operator reserves the right to pass on information about the arrears to the appropriate institutions indicated by the applicable legislation. The Customer acknowledges that the LRM Operator has the right to transfer the outstanding receivables due from the Customer under the Agreement to third parties, which shall entitle these third parties to enforce the receivables in question against the Customer. The LRM Operator reserves the right to entrust a debt collection company with the collection of receivables from the Customer.
- V.12 The reimbursement of any fees paid for Bike Rentals may be made upon termination of the Agreement. During the term of the Agreement with the LRM Operator, the fees paid for Rentals (the Top-up Amount) will be refundable up to the minimum balance.

VI Rules and order of using the available funds and minutes

- VI.1 The Customer having an active User Account, but without an active LKM or a valid season ticket, will use the basic price list and basic subscriptions.
- VI.2 The Customer having an active User Account, but without an active LKM or a valid season ticket, will have the option to purchase a basic subscription and use the minutes available within a given type of subscription. The Customer using the system will first use the minutes available within the basic subscription. Once they are used up, he/she will use the basic price list.

- VI.3 The Customer having an active LKM will use the LKM price list, both as regards one-off payments and dedicated subscriptions.
- VI.4 The Customer having a valid season ticket will first use the minutes available for use only on a given day under the valid ticket. Once they are used up, he/she will use the basic price list or an option to purchase a basic subscription, The Customer having a valid season ticket will pay the fees for Bike reservation in line with the price list.
- VI.5 The Customer having an active LKM and a valid season ticket will first use the minutes available under the valid ticket, in accordance with the provisions of Section VI.4. Once they are used up, he/she will use the LKM price list or an option to purchase a basic subscription.
- VI.6 The Customer without an active LKM but having a valid season ticket will be treated as described in Section VI.4.
- VI.7 The Customer having an active LKM but without a valid season ticket will be treated as described in Section VI.3.

VII Registration

- VII.1 The use of the LRM System is conditional on the prior registration of the Customer in the System.
- VII.2 The registration process may be completed via:
 - 2.c the Website (www.lubelskirower.pl),
 - 2.d the Mobile App.
- VII.3 During registration via www.lubelskirower.pl, the following personal data are required:
 - 3.f full name,
 - 3.g contact address (town/city, street, house/flat number, post code and country),
 - 3.h e-mail address,
 - 3.i contact phone number,
 - 3.j User's ID in the LUBIKA system, i.e., the LUBIKA card number or the phone number used as the ID in the LUBIKA app.
- VII.4 During registration via the Mobile App, the following personal data are required:
 - 4.a mobile phone number,
 - 4.b full name,
 - 4.c contact address (town/city, street, house/flat number, post code and country),
 - 4.d e-mail address,
 - 4.e User's ID in the LUBIKA system, i.e., the LUBIKA card number or the phone number used as the ID in the LUBIKA app.

The Customer must also indicate at least that he/she has read and accepted the LRM Rules and Regulations and the Operator's Privacy Policy. The remaining data listed in Section VII.3. a, b, c, d, e must be completed by the Customer no later than 24 hours after registration.

- VII.5 In the registration process, the Customer will generate a PIN code, which will then serve, along with the Customer's phone number, the purpose of logging into the Customer Account.
- VII.6 An activation link will be sent to the e-mail address provided during registration via the Website. The activation link will remain valid for 24 hours after registration. Clicking on the link will enable verifying the correctness of that address and is one of the elements which must be fulfilled for a Customer Account to be activated.
- VII.7 The Customer Account will be activated once all the following conditions are fulfilled:
 - 7.e the Customer Account includes all the data required during registration,

- 7.f the Customer has clicked on the verification link,
 - 7.g the Customer has paid the Registration Fee,
 - 7.h as regards minors, the consent has been submitted by the parent or legal guardian.
- VII.8 Customer Accounts including incorrect personal data with a balance of PLN 0.00 may be automatically removed from the LRM database.

VIII Reservation

- VIII.1 The Operator allows the User to reserve a Standard Bike and a Children's Bike. The User may reserve up to 4 Bikes at the same time.
- VIII.2 Reservations can be made via the Mobile App or the Website.
- VIII.3 Reservations are voluntary and made against payment. The User must collect the Bike within 30 minutes, following which the Reservation will be cancelled automatically. Once the Reservation is cancelled, the Bike will be made available to other Users.
- VIII.4 The fees for Reservations are determined in the Price List. The fee will be charged for each Reservation regardless of whether the Bike is actually collected or not.

IX Rental

- IX.1 Bike Rental is possible if the Customer has an active Account status. The active Account status is understood as:
 - 1.d clicking on the activation link following registration or entering an SMS code in the Mobile App,
 - 1.e paying the Registration Fee.
 - 1.f having a minimum balance of PLN 1.00 per each rented Bike on the Customer Account.
- IX.2 The LRM Bike can be rented:
 - 2.d via the Mobile App,
 - 2.e via the Terminal,
 - 2.f by contacting with BOK LRM.
- IX.3 Renting a Standard Bike and a Children's Bike is possible at any LRM Station.
- IX.4 The Customer is obliged to make sure, before starting to ride, that the Bike is in good working order, in particular that the tyres are inflated, the brakes work properly and the light can be switched on.
- IX.5 If the Customer discovers any malfunction in the Bike while renting it, he/she is obliged to immediately report the problem to LRM BOK or via the Mobile App and, if possible, to return the Bike to the nearest Station.
- IX.6 If an accident or collision occurs while renting the Bike, the Customer undertakes to prepare a statement or call the Police. The Customer is further obliged to inform BOK LRM of such accident or collision immediately.
- IX.7 It is recommended that the Customer, while renting the Bike, have access to a mobile phone enabling him/her to contact BOK LRM.
- IX.8 While renting the Bike, the User may leave the Use Zone but he/she is obliged to return to it before the Rental ends, and to leave the Bike at a Station within the Use Zone; otherwise he/she shall be charged in accordance with the Price List.

X Rental duration

- X.1 The Bike Rental Time starts when the Bike is unlocked and the O-lock is released on a Standard Bike or a Children's Bike. It ends with the Bike Return

in accordance with Section XII.2. The use of the Stop function is not understood as Bike Return and is included in the Rental Time.

X.2 The Customer shall return the Bike to the LRM Station without exceeding the maximum Rental Time, i.e. 24 hours.

X.3 Exceeding the maximum single Rental Time will result in fees being charged as specified in the Price List.

X.4 The Operator reserves the right to contact the Customer in advance in case of doubts about the condition of the Bike (e.g. low battery, unusual location of the Bike).

XI Stop function

XI.1 Through the Stop function the Operator allows parking the Bike while the Rental is in progress. The use of the Stop function is not equivalent to the Bike Return and will be charged in the same way as the rental.

XI.2 The Stop function for Standard Bikes and Children's Bikes is only available in the Mobile App. After selecting it, the O-lock must be closed manually.

XI.3 The time when the Stop function is used is included in the Rental Time.

XI.4 The customer will be held fully responsible if the bike is left with the Stop function in violation of the Road Traffic Law or other regulations.

XII Return

XII.1 LRM Bike Return is possible at an LRM Station.

XII.2 The customer shall return a Standard Bike or a Children's Bike to the LRM Station by closing the O-lock. The Bike should be immobilised in such a way that the front wheel of the Bike is in a straight line with the frame of the Bike and the Bike stands stable. Standard and Children's Bikes should be parked in accordance with the regulations without obstructing bike, road or pedestrian traffic. If the Bike is returned at a place other than the LRM Station, an additional fee will be charged in accordance with the Table of Additional Fees.

XII.3 The Customer is obliged to properly return and secure the Bike. Failure to comply with this obligation may result in:

3.g charging fees for the use of the Bike in accordance with the price list, and, in the case of a rental lasting longer than the maximum Rental Time, in charging an additional fee as specified in the Price List,

3.h charging a fee for loss, theft or damage to the Bike as specified in the Price List,

3.i charging a fee for abandoning a Standard or Children's Bike outside the LRM Station but within the Use Zone as specified in the Price List,

3.j charging a fee for abandoning the Bike (regardless of type) outside the Use Zone as specified in the Price List,

3.k temporary or permanent blocking of the Customer account.

3.l The fees add up.

XIII Repairs and Breakdowns

XIII.1 Any breakdowns should be reported by telephone to the BOK LRM or in the Mobile App as soon as the breakdown is noticed. In the event of any breakdown preventing further riding, the Customer is obliged to stop and notify the BOK LRM by telephone and, if possible, take the Bike to the nearest LRM Station.

- XIII.2 It is forbidden to independently carry out any repair, modification or replacement of parts on the rented Bike. The only entity authorised to do so is the LRM Service.
- XIII.3 We recommend that the Customer have the opportunity to contact the LRM Service throughout the entire Bike Rental Time.

XIV Blocking of User Accounts

- XIV.1 The Operator reserves the right to temporarily or permanently block the Customer Account in the LRM System in case of non-compliance with the terms of use of LRM Bikes contained in these Rules and Regulations.
- XIV.2 In particular, the Account may be blocked when the Customer:
- 2.e has failed to fill in the personal details described in Section VII. 3 of the Rules and Regulations,
 - 2.f is in default with payments as in the situations described in Sections V.6 - 9,
 - 2.g uses the Bike contrary to its intended use,
 - 2.h leaves the Bike unsecured.
- XIV.3 The Account may also be blocked if the Bike goes missing after the Customer has rented the Bike.
- XIV.4 Permanent blocking of the Customer Account prevents the creation of another Account in the future and is equivalent to the termination of the Agreement with the Customer through the fault of the Customer.

XV Complaints

- XV.1 A complaint is a statement by a Customer of dissatisfaction with a service or the course of a process related to the service provided, and consequently, a request to rectify the service or refund part or all of the fee charged. Complaints that do not contain a claim addressed to the Operator will not be regarded as a complaint.
- XV.2 Complaints should contain at least the name and telephone number allowing the identification of the Customer. In the absence of data allowing the identification of the Customer, the Operator will not consider the complaint.
- XV.3 The Customer may submit any complaints regarding the services provided under these Rules and Regulations:
- 3.f by e-mail to the e-mail address specified in Section I.3,
 - 3.g electronically through the contact form on the Website,
 - 3.h by telephone,
 - 3.i by registered mail to the Operator's postal address specified in Section I.3,
 - 3.j in person at the Operator's registered office
- XV.4 If the data or information provided in the complaint needs to be supplemented, before handling the complaint the Operator will request the Customer making the complaint to supplement it to the extent indicated. Before handling the complaint, the Operator may also ask the Customer to supplement, in due time, the data in the Account, the provision of which is required under these Rules and Regulations. If the data are not supplemented, the Operator will not consider the complaint.

- XV.5 The deadline for filing a complaint is 7 days from the date of the event giving rise to the complaint.
- XV.6 Filing a complaint does not release the Customer from the obligation of timely performance of its obligations towards the Operator.
- XV.7 The Operator considers complaints within 14 days from the date of receipt, and in particularly complicated cases – within 30 days. If a complaint needs to be supplemented, the period for handling the complaint starts running from the date of delivery of the supplementary documents or additional explanations/information to the Operator. If it is not possible to meet the deadline for handling the complaint, the Operator will inform the Customer of the delay, stating the reason for the delay (facts that need to be established) and the expected deadline date by which the complaint will be handled.
- XV.8 A reply to the complaint will be sent to the Customer by e-mail or post to the correspondence address as indicated in the complaint. The Operator may send a reply to another address / e-mail address indicated for correspondence by the Customer making the complaint.
- XV.9 The Customer has the right to appeal against the decision issued by the Operator. The appeal shall be considered within 14 days from the date of its receipt at the BOK LRM. The appeal should be filed in one of the following ways:
- 9.e by e-mail to the e-mail address specified in Section I.3,
 - 9.f electronically through the contact form on the Website,
 - 9.g by registered mail to the Operator's postal address specified in Section I.3,
 - 9.h in person at the Operator's registered office.
- XV.10 The customer may:
- 10.c file an appeal against the Operator's decision directly to the BOK LRM within 14 days from the date of receipt of the reply to the complaint,
 - 10.d bring an action against the Operator before the competent common court.

XVI Termination of the Agreement

XVI.1 Withdrawal from the Agreement

- 1.e The Customer may withdraw from the Agreement concluded with the Operator – based on the provisions of the law, without giving any reason, within a period of 14 days from the date of conclusion. The above-specified period will be deemed to have been met if, before its expiration, the Customer sends a statement of withdrawal from the Agreement to the Operator.
- 1.f The customer may withdraw from the Agreement by:
- b.iii sending to the Operator at the e-mail address specified in Section I.3 a statement of withdrawal from the Agreement,
 - b.iv sending to the Operator by registered mail to the postal address specified in Section I.3 a written statement of withdrawal from the Agreement.
- 1.g In the event of withdrawal from the Agreement, the Agreement will be deemed not to have been concluded. In the event of withdrawal from the Agreement, each Party is obliged to return to the other Party everything it has received under the Agreement. Reimbursement shall be made no later than within 14 days of receipt by the Operator of the statement of withdrawal from the Agreement. Payments shall be reimbursed using the same methods of payment that were used by the Customer in the original transaction, unless the Customer has agreed otherwise in the statement

of withdrawal from the Agreement. The Customer should indicate any other solution in its statement.

- 1.h If, at the request of the Customer, the performance of the service starts before the time limit for withdrawal from the Agreement has expired, the User is obliged to pay for the services performed until the withdrawal from the Agreement. Any remaining funds in the account will be reimbursed at the latest within 14 days of the Operator's consideration of the statement of withdrawal from the Agreement.

XVI.2 Termination of the Agreement at the request of the Customer.

- 2.e The customer has the right to terminate the Agreement. The Customer may give notice of termination in the following way:

- a.v by e-mail to the e-mail address specified in Section I.3,
- a.vi electronically through the contact form on the Website,
- a.vii by registered mail to the Operator's postal address specified in Section I.3,
- a.viii in person at the Operator's registered office.

- 2.f The Agreement will be terminated immediately, no later than within 14 days from the date of delivery of the notice of termination to the Operator. The termination of the Agreement results in the termination of the Customer Account in the LRM System by the Operator.

- 2.g Before giving notice of termination, the Customer is obliged to add funds on its Customer Account to reach the balance of PLN 0. The termination of the Agreement in a situation where the balance on the Customer Account is negative has no effect on the Operator's right to claim an amount equal to the outstanding amount due by the Customer for the services provided by the Operator.

- 2.h If the funds in the Customer Account exceed PLN 0 on the date of termination of the Agreement, they will be returned to the bank account specified by the Customer in the application, unless the Customer agreed otherwise in its notice of termination of the Agreement. The Customer should indicate the other solution in the statement made. The funds will be returned within a maximum of 14 days from the date of termination of the Agreement. If the reimbursement is related to the need to incur additional costs on the part of the Operator in the form of wire transfer costs, these costs will be deducted from the funds to be reimbursed to the Customer.

- XVI.3 The Operator may terminate the Agreement by giving seven (7) days' notice in the event of an important reason, which may be, in particular, the liquidation of the LRM System or the discontinuation or change in the scope of operation of the LRM System.

- XVI.4 Termination of the Agreement for the provision of services by electronic means by the Operator takes place by sending a statement of termination of the Agreement for the provision of services by electronic means to the electronic mail address of the User specified in the User Account or by making a statement to the User in any other way.

- XVI.5 The termination of the Agreement results in the termination of the User Account by the Operator.

XVII Final provisions

- XVII.1 Acceptance of these Rules and Regulations and the Bike Rental are equivalent to a declaration of health condition allowing safe movement on the Bike, the ability to ride the Bike and knowledge of road traffic regulations.

- XVII.2 The Operator reserves the right to terminate the Agreement by giving 14 days'

notice if the Customer breaches these Rules and Regulations (e.g. by failing to return the Bike within the required period of time), while the Customer is entitled to claims against the Operator for the return of funds from the Customer Account, if they have not previously been used by the Operator to cover the Customer's outstanding liabilities.

XVII.3 In case of continuous services like maintaining customer account, Regulations can be changed because of important reason like:

- 3.1. change of law or its interpretation justifying the need for changes to the Regulations
- 3.2. change in scope of the service
- 3.3. introduction of a new service
- 3.4. ceasing the provision of services in whole or in part
- 3.5 privacy, security and abuse prevention considerations
- 3.6 removing doubts or interpretative ambiguities
- 3.7 change of data indicated in the Regulations, including the Operator

The changes come into force within 14 days from the date of informing the Users about changes to the Regulations by publication on the website and sending to the Users e- email address. If the User does not accept the changes to the Regulations, the user may terminate the Agreement with immediate effect by giving notice, no later than 14 days from the date of informing the User about the changes to the Regulations.

XVII.4 In the case of one-off services (e.g. single trip) or prepaid services, the version of the Regulations applicable at the time of ordering the service applies each time.

XVII.5 Any matters not regulated in these Rules and Regulations will be subject to the applicable provisions of law, in particular the Civil Code and the Road Traffic Law.

XVII.6 In case of any discrepancies between the Polish and foreign language versions of these Rules and Regulations, the Polish version shall prevail.

List of Prices and Additional Charges (effective date: 15th May 2023)**Registration fee**

| No. | Fee type | Price |
|-----|------------------|-----------|
| 1 | Registration fee | PLN 10.00 |

LRM basic subscriptions and minutes available

| No. | Subscription or ticket type | Subscription price | Time included in the subscription or ticket price | Reservation* | |
|-----|--|--------------------|---|--------------|----------|
| | | | | Time | Price |
| 1 | 7-day subscription | PLN 10.00 | 10 h | | |
| 2 | Monthly subscription (valid for 30 consecutive days) | PLN 20.00 | 30 h | 0 – 30 min. | PLN 0.50 |
| 3 | Quarterly subscription (valid for 90 consecutive days) | PLN 55.00 | 95 h | 0 – 30 min. | PLN 0.50 |
| 4 | Seasonal subscription | PLN 125.00 | 230 h | 0 – 30 min. | PLN 0.50 |

Basic LRM rental and reservation price list

| No. | Fee type | Rental | | Reservation* | |
|-----|--------------------------------------|--------------------------------|----------|--------------|----------|
| | | Time | Price | Time | Price |
| 1 | Fees for bike rental and reservation | 0 – 30 min. | PLN 1.00 | 0 – 30 min. | PLN 1.00 |
| 2 | | 31 – 60 min. | PLN 0.50 | | |
| 3 | | Each subsequent commenced hour | PLN 1.00 | | |

LKM rental and LRM reservation price list

| No. | Fee type | Rental | | Reservation* | |
|-----|--------------------------------------|--------------------------------|----------|--------------|----------|
| | | Time | Price | Time | Price |
| 1 | Fees for bike rental and reservation | 0 – 30 min. | PLN 0.70 | 0 – 30 min. | PLN 0.70 |
| 2 | | 31 – 60 min. | PLN 0.35 | | |
| 3 | | Each subsequent commenced hour | PLN 0.70 | | |

LKM subscriptions

| No. | Subscription or ticket type | Subscription price | Time included in the subscription price | Reservation* | |
|-----|--|--------------------|---|--------------|----------|
| | | | | Time | Price |
| 1 | 7-day subscription | PLN 7.00 | 10 h | | |
| 2 | Monthly subscription (valid for 30 consecutive days) | PLN 14.00 | 30 h | 0 – 30 min. | PLN 0.35 |
| 3 | Quarterly subscription (valid for 90 consecutive days) | PLN 38.00 | 95 h | 0 – 30 min. | PLN 0.35 |
| 4 | Seasonal subscription | PLN 87.00 | 230 h | 0 – 30 min. | PLN 0.35 |

Each ticket referred to by ZTM Lublin as a season ticket (valid for 10 days or more)

| No. | Reservation* | |
|-----|--------------|----------|
| | Time | Price |
| 1 | 0 – 30 min. | PLN 0.50 |

* the reservation is not included in the subscription time and is subject to an additional charge

Additional charges

| | | |
|---|---|----------|
| 1 | Charge for exceeding 24 hours of rental | PLN 300 |
| 2 | Theft, loss or damage to a Standard Bicycle or a Children's Bicycle | PLN 2000 |
| 3 | More persons using the bicycle than allowed by the Operator for a given bicycle type | PLN 100 |
| 4 | Leaving a Bicycle (regardless of the type) outside the LRM Station, but within the Use Zone | PLN 50 |
| 5 | The User's account being blocked three times within 30 days | PLN 100 |
| 6 | Removing the security measures applied | PLN 200 |
| 7 | Unauthorised ride | PLN 100 |
| 8 | Using a bicycle for commercial purposes (e.g., for courier services, food delivery etc.) | PLN 1500 |
| 9 | Leaving a Bicycle (regardless of the type) outside the Use Zone: | |
| | From 500 m to 10 km (to the nearest station) | PLN 50 |
| | From 11 km to 25 km (to the nearest station) | PLN 100 |
| | From 26 km to 50 km (to the nearest station) | PLN 150 |
| | From 51 km to 100 km (to the nearest station) | PLN 500 |
| | More than 100 km (to the nearest station) | PLN 1000 |

* Additional charges add up.