

**Terms of Service
of the Lubelski Rower Miejski System**

Valid from 10 April 2020

I. General Provisions

1. The hereby Terms of Service specify the principles and conditions of using the Lubelski Rower Miejski System (hereinafter: LRM), launched and operating within the administrative borders of the cities of Lublin and Świdnik.
2. Terms of Service of LRM as well as the Privacy Policy are available free of charge on the internet website www.lubelskirower.pl in such a way so as to enable familiarising with the content, obtaining, broadcasting and recording it. These documents may be obtained in the office of Nextbike Polska S.A. with its registered seat in Warsaw or the Customer Service in Lublin (20-113) located at ul. Jezuicka 1/3.
3. Contact:

Nextbike Polska S.A.
ul. Przasnyska 6b
01 – 756 Warszawa
e-mail: bok@lubelskirower.pl
tel.: 81,464 66 00
tel.: 81,440 20 20
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 LRM. 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 LRM System is the condition for its download and use.
2. **Adapter** – an element mounted on the fork of the LRM bike front wheel's fork which connects the bike with an Electric lock.
3. **Customer Service Office of the Lubelski Rower Miejski/BOK LRM** - a service launched by the Operator ensuring contact with the Operator through:
 - a. Infoline available 24/7 at the following number: 81 464 66 00 or 81 440 20 20,
 - b. stationary BOK LRM (ul. Jezuicka 1/3, 20-113 Lublin within the seat of the Lublin Regional Tourist Organization) during office hours,
 - c. electronic post under the address bok@lubelskirower.pl
4. **Account Blockade** – preventive measure consisting of preventing the use of LRM, which may be applied by the Operator in case of breaching by the Client of provisions of the hereby Terms of Service, in particular, in case of a breach which constitutes a damage to the property of the Operator.
5. **Promotional Voucher** – a voucher offered by the Operator which enables topping up Client Account. The voucher amount and its designation is established by the Operator and it is non-refundable. The means from the vouchers are used in the first place, prior to the means paid in by the Client.
6. **Price List and Table of Additional Fees** – price list of LRM 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 LRM 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 LRM Bikes in the docking station. Electric lock constitutes an integral part of each stand at the Station of LRM 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 Customer IDs have been specified in Chapter VI. Registration.
10. **Client/ User** – any natural person, participant of the LRM System who has accepted the Terms of Service and carried out registration in the LRM System as well as concluded Agreement with the Operator.
11. **Client Account/Account** – personal Client Account created during registration for the purposes of using LRM 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 LRM, 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** – ought to be understood as the use of bike without bike rental registered on Client Account.
16. **Operator** – company Nextbike Polska S.A. realizing the service of LRM 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 LRM System, paid by the Client in relation to the registration and account activation in LRM. 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 www.lubelskirower.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 LRM System, and in particular, conditions, scope of rights and obligations and responsibility of persons who avail of the possibility of renting bikes in the LRM System.

21. **Children Bike** – 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 bike made available within the LRM System by the Operator. 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. It is equipped with a basket for which the weight of the luggage may not exceed 5 kg.
 23. **Tandem type of bike** – bikes designated for use by two persons with total weight up to 227 kg.
 24. **LRM Service** – actions performed by the Operator in relation to the exploitation, repairs and maintenance of the LRM System.
 25. **LRM Children Station** – place of Client Rental and Return of Children Bikes solely. Information about locations of the Stations may be found on the internet website as well as in the Mobile Application.
 26. **Standard LRM Station** – location of Rental and Return of LRM Bikes, other than Children Bikes, by Clients by means of bike stands marked with LRM symbols on the Terminal. Information about locations of the LRM Stations may be found on the internet website as well as in the Mobile Application.
 27. **User Zone** – administrative borders of the city of Lublin and the city of Świdnik.
 28. **Website** – internet website launched by the Operator, www.lubelskirower.pl, which contains all necessary data for the commencement and subsequent use of the LRM system.
 29. **The Lubelski Rower Miejski System/LRM** – system of Bike rental stations launched by the Operator which includes, in particular, Bikes, technical infrastructure, software and devices enabling Rental and Return of Bikes.
 30. **Terminal** – device designated, among others, for: registering Clients in the LRM System, Rental and Return of Bikes, conduct of payments by means of payment cards.
 31. **Agreement** – Agreement between the Client and the Operator which establishes mutual rights and obligations specified in the hereby 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 LRM 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.
 32. **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.
 33. **Digital lock / clamp** – additional line designated for securing the Bike. It comprises an accessory of every Bike.
 34. **Bike Return/Return** – returning LRM Bike to any LRM 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.
- III. General rules of using the Lubelski Rower Miejski System.**
1. The Client may register one account within the Lubelski Rower Miejski System.
 2. The condition for the use of LRM System is the submission by the Client: of personal data required 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 LRM is, furthermore, maintenance of a minimum top up level on the Client Account during the time of each rental, in the amount of no less than 10 PLN (in words: ten zloty).
 3. Persons who are above 13 years of age but did not complete 18 years of age (further referred to as Minors) may avail of the LRM 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@lubelskirower.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 LRM 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.lubelskirower.pl

4. Minors below 13 years of age may use the bikes solely under supervision of their parent or legal guardians.
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.10 of the hereby Terms of Service.
7. The use of LRM 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 LRM System and bears responsibility for its proper functioning.
2. The Operator shall not bear responsibility for any direct or follow up damages as well as lost benefits caused as a result of improper performance of the Agreement by the Client, or for any other damages for which the Client is responsible, with the exclusion of damages caused by the Operator purposefully.
3. The Client is 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.
4. The Client is responsible for the use of the Bike in accordance with its designation and in line with the provisions of the Terms of Service as well as the applicable law. In the event of non-compliance with the conditions contained within the Terms of Service of the Operator, he shall be entitled to block the Client Account. Detailed conditions related to such blocking have been specified in Clause XI of the hereby Terms of Service.
5. The Client shall be responsible for all damages and demolitions stemming from non-compliance with the Terms of Service. The Client may be charged with costs of repair of such damages, including the cost of bike restoration specified in Appendix no. 1 Price list and Table of Additional Fees and Appendix no. 2 Costs of repair and restoring of a bike in LRM System. The Operator shall submit an adequate receipt or VAT invoice to the Client for completion of the necessary repair works.
6. The Client bears full and total responsibility and undertakes to cover any tickets, fines, fees etc. obtained by the Client, related to the use of the Bike and imposed on them out of their own fault. The

Client shall not bear any responsibility for tickets, fees etc. which have been imposed on them and which stem from the Operator's fault.

7. Bikes are a supplementation of urban means of transport. It is not permitted to use LRM 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. The handle placed on Bikes of tandem type serves the purpose of carrying beverages secured against spilling or falling out.
8. The use of LRM System Bikes by persons under the influence of alcohol or other narcotic substances, psychotropic substances or equivalents in the meaning of provisions on counteracting drug addictions; strong anti-allergic drugs, other medicines which by definition are forbidden or recommend not to be applied for drivers of any vehicles, is forbidden.
9. Transport of LRM 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.
10. The use of any protection which is not a standard LRM System element in order to immobilize a bike is forbidden. The Operator reserves the right to remove inadequate protections applied by the Client. All costs of restoring Bikes to the state enabling realisation of further rentals shall be borne by the Client.
11. The Client is responsible for the Bike he or she rents from the moment of Rental to the moment of Return.
12. In case of lack of return of a Bike due to any reason, including also in case of its loss or theft, the Client shall be burdened with a contractual penalty in accordance with Appendix no. 1 for each lost Bike.
13. The Client undertakes to return the bike in the same state as it was in at the time of Rental. In particular, the Client is obliged to undertake actions targeted at preventing staining of the bike or occurrence of any damages outside of the standard use as well as theft of the rented Bike.
14. In case of theft of the Bicycle during the Rental Time, the Customer is obliged to notify the Customer Service Centre/BOK immediately after noticing the event.
15. In case of improper Bike Return out of the Client's fault, the Client bears costs of its further rental and is responsible for any potential theft or damage. In case of difficulties with returning the bicycle, the Customer is obliged to contact BOK.

V. Payments.

1. Fees within the LRM 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 LRM 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 LRM 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 LRM 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 LRM 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 LRM Operator, no payments for Rentals (top-up amounts) can be subject to reimbursements.
9. The amount of the Promotional Voucher that credited the Client Account is not refundable. It is used prior to the use of the funds paid by the Customer. 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 LRM System is prior registration of the Customer in the System and payment of the Initial Fees.
2. Registration can be done through:
 - a. Website,
 - b. Mobile application,
 - c. Terminal,
 - d. telephone contact with BOK.
 - e. during face-to-face visit at BOK.
3. During the registration process according to Clause Vi.2.a,b,d, e the following personal data are 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 LRM and the Privacy Policy of the Operator. The Client obtains an automatically generated PIN code.

4. During the registration realized through the Terminal indication of the following personal data is required:
 - a. mobile phone number,
 - b. self-determined PIN code,
 - c. payment card number with the possibility of charging (which is equivalent to defining the payment in accordance with Clause V. 2.d. of the Terms of Service),

d. first name and surname,

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

5. The PIN code with the phone number is used to log in to the Client Account. Login data for the registration method:
 - a. in accordance with Clause VI.2.a,b,d, e are sent by SMS to the indicated telephone number and in an e-mail to the address provided during registration,
 - b. in accordance with Clause VI.2.c (via Terminal) are sent by SMS to the indicated telephone number.

To facilitate the process of logging into the Account and Bike Rental, the Client may connect an RFID card to his or her Client Account (i.e. Lublin City Card). The 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 Customer. The Customer 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 verify the e-mail address by clicking the link within 24 hours of receiving the link may result in Account Lockout.
8. Lack of filling out the data within 24 hours from the moment of registering may cause Account Blockade.
9. Accounts of Users which contain incorrect personal data (i.e. artificial 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. LRM 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 LRM Bikes are possible at any LRM Station subject to clause VII.4 below.
4. Rentals of Children Bikes are possible solely and exclusively at designated children stations.
5. Rentals of LRM Bikes commence at the time of Bike release from Electric lock, confirmed by a sound signal. The rental of the LRM 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).
6. It is the Client's obligation to ensure, prior to commencing the ride, that the bike is suitable for the designated use, in particular, that the tyres of the bike are inflated, and the brakes are in order as well as the lights operate. Once the Bike is released, the Client is obliged to secure the rope in such a way

so as to prevent it getting into the wheel. In case of lack of a Bicycle clamp, the Customer is obliged to contact BOK and inform about its lack. Clamp is not a standard accessory of a Children Bike.

7. It is recommended that the Customer should have a mobile phone capable of making calls from BOK during the rental period.
8. In case when during rental of a Bike an accident or collision occurs, the Client is obliged to write a statement or call the Police to the site. Furthermore, in case of occurrence of the above event the Client is obliged to inform BOK of this fact no later than within 24 hours post the event.
9. It is recommended that the Client has a mobile phone with them through which connection may be made with BOK if necessary.
10. 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.5 of the Terms of Service. It ends at the time of Bike Return, in accordance with Clause IX.1, IX.2 of the Terms of Service.
2. The Client is obliged to return the Bike within the maximum Duration of Rental, that is within 12 hours.
3. Exceeding the duration of hours in a single rental causes additional charging of the fee in accordance with Appendix no. 1.

IX. Return

1. Standard Bike and Tandem type Bike Return is possible at a standard LRM Station, by means of:
 - a. connecting the LRM 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 LRM 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. Children Bike Return is possible solely at the Children LRM Station, by means of:
 - a. Connecting the Children Bike by means of an Adapter to a free Electric lock mounted on a dedicated, small bike stand. 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. In the event of an overfilled Station the Client is obliged to return the Children Bike to the closest, not overfilled Children LRM Station.
3. In the event of any difficulties with the LRM Bike Return, the Client is obliged to contact BOK, while remaining by the Bike.
4. The Client is obliged to correctly return and secure the bike, as specified in Clause IX.1 and IX.2 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 LRM System Bicycle without prior securing it at the ORA Station, in accordance with Attachment No. 1 to the Terms of Service,
- d. charging the fee for returning the Bike at a place other than the Station, in accordance with Attachment No. 1 to the Terms of Service,
- e. 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 Customer is obliged to stop and notify BOK by phone and, if possible, escort the Bicycle to the nearest LRM 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 LRM Service.
3. We recommend that the Customer 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 LRM system in case of non-compliance with the conditions of bike use at LRM, 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 in a place other than a dedicated Station (Standard/Children Station),
 - 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 postal address of the Operator indicated in Clause I.3,
 - e. In person in the seat of the Operator or at stationary LRM BOK.
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 14 days from the date of obtaining it and in case of matters of more complicated nature, this period may take up to 30 days. In case of the necessity to supplement the complaint the term for reviewing the complaint commences on the day of receipt of documents by the Operator which supplement the complaint, or which provide additional explanations/information. In case of an inability to meet the deadline for the review of a complaint, the Operator will inform the Client of any delays, indicating the cause of a delay (circumstances which must be established) and an expected term for the review of the complaint.
8. Response to a complaint shall be posted to the Client via electronic post or traditional post to the correspondence address in a manner specified in the complaint. The Operator may post a response to an alternative address / email address indicated by the Client submitting the complaint within the correspondence.
9. The Client may appeal against a decision issued by the Operator. The appeal will be considered within 14 days 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 in the seat of the Operator or at stationary LRM BOK.
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. via registered letter to the address of the Operator, specified in Clause I.3

XIII. Termination of Agreement

1. Withdrawal from Agreement:
 - a. The Customer 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 Customer sends a statement of withdrawal from the Agreement to the Operator.
 - b. The Customer 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 Customer 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 in the seat of the Operator or at stationary LRM BOK.
 - 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 LRM 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 LRM System or ceasing of operations or change of the scope of LRM 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. 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. Detailed conditions for the use of audio guides

1. Nextbike Polska S.A is the Operator of the service of audio guides in the LRM System.
2. An audio guide is a device designated for individual sightseeing that may be rented from the Operator.
3. Rentals and returns of audio guides may be performed every day between 9:00 a.m. and 5:00 p.m., throughout the periods of system functioning, solely in the seat of the stationary LRM Customer Centre.
4. In order to avail of this service one must:
 - a. make the payment for the declared rental time:
 - i. 8 PLN for rental up to 3 h,
 - ii. 16 PLN for rental up to 8 h,
 - b. pay the deposit of 100 PLN at the location of rental,
 - c. sign off the device collection,
 - d. listen to the instructions on the device,
5. Maximum time of rental of an audio guide amounts to 8 hours.
6. The Client may rent up to four audio guides simultaneously.
7. Responsibility for the rental of equipment in the period of rental rests on the Client.
8. The Client, in case of losing an audio guide, agrees to cover the costs of repairs and restoration of the equipment to the initial state from before rental. The Operator shall submit an adequate receipt or VAT invoice to the Client for completion of the necessary repair works.
9. Deposit is subject to reimbursement in case of returning an undamaged audio guide.
10. Deposit is not subject to reimbursement in case of damaging or losing the audio guide by the Client.
11. During return, the Client is obliged to submit additional fee as per the pricelist should the device be returned after the expiry of the term for which it was released upon rental. In the event of failure to submit the additional payment, Nextbike Polska S.A. may deduct this payment from the deposit paid in cash.
12. Client:
 - a. should not leave the device unattended or without proper supervision,
 - b. is obliged to look after the device – refrain from throwing it, exposing it to humidity, rain and other liquids, high temperature etc.,
 - c. can under no circumstances copy, record, duplicate the recording from the device – under the pain of losing the deposit and/or notification submitted to the police,
 - d. cannot export the device outside of the User Zone – under the pain of losing the deposit and/or notification submission to the police,
 - e. is obliged to immediately inform the police as well as the Operator in case of theft of the rented device,
 - f. in case of damaging the rented device, similar to the case of noted improper functioning of the device, is obliged to immediately return it and cover the costs of repairs.
13. Person below the age of 18 can use the device solely through and subject to the assumed responsibility of their guardians - adults, and subject to their consent.

XV. Final provisions

1. The acceptance of the hereby Terms of Service and Rental of Bike or/and audio guide indicate: a declaration of the health state which ensures safe movement on a Bike/use of audio guide; 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 Children Bike, standard Bike, tandem type Bike		
	Time range	Gross value
Payment for rental Amounts from individual time ranges Sum up.	from 1 to 20 minutes	no fees
	from 21 to 60 minutes	PLN 1
	from 61 to 120 minutes	PLN 3
	each subsequent commenced hour	PLN 4
Fee for exceeding the 12 hour limit of rental		PLN 200
Fee for theft, loss or damage of bike	bike	PLN 1900
	standard	PLN 2000
	tandem type	PLN 7000

Pricelist for audio guides		
	Time range	Gross value
Payment for rental	up to 3 hours	PLN 8
	up to 8 hours	PLN 16
Deposit for the duration of rental		PLN 100
Fee for theft, loss or damage		PLN 1300

Additional fees

Initial fee	PLN 10
Letter notification regarding a breach to the Terms of Service	PLN 10
Removal of applied protections	PLN 200
Leaving the Bike at a Station without protection	PLN 100
Leaving the Bike at a different place than a dedicated Station	PLN 180
Ride on a Bike by a greater than allowable number of persons for a given type of Bike	PLN 100
Using the Bike for commercial purposes	PLN 200

Fees indicated in the tables are VAT tax inclusive.

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

Name	Unit of measurement	PRICE*	VAT 23%	TOTAL
Fork adapter	pcs.	PLN 84.00	PLN 19.32	PLN 103.32
Front mudguard	pcs.	PLN 9.50	PLN 2.19	PLN 11.69
Back mudguard	pcs.	PLN 9.50	PLN 2.19	PLN 11.69
Chip	pcs.	PLN 24.78	PLN 5.70	PLN 30.48
Tube 26 x 2.125	pcs.	PLN 8.40	PLN 1.93	PLN 10.33
Bell	pcs.	PLN 3.60	PLN 0.83	PLN 4.43
Brake lever, right side	pcs.	PLN 9.92	PLN 2.28	PLN 12.20
Pipe TP-06 Alu. Regulated/ Silver	pcs.	PLN 0.60	PLN 0.14	PLN 0.74
Roller brake	pcs.	PLN 134.90	PLN 31.03	PLN 165.93
Handlebars	pcs.	PLN 17.81	PLN 4.10	PLN 21.91
Brake pads	pcs.	PLN 4.70	PLN 1.08	PLN 5.78
Set of brakes (clamps)	pcs.	PLN 15.57	PLN 3.58	PLN 19.15
Left crank	pcs.	PLN 19.50	PLN 4.49	PLN 23.99
Crank with pinion	pcs.	PLN 28.00	PLN 6.44	PLN 34.44
Connection block	pcs.	PLN 6.30	PLN 1.45	PLN 7.75
Basket	pcs.	PLN 8.85	PLN 2.04	PLN 10.89
Front light	pcs.	PLN 19.93	PLN 4.58	PLN 24.51
Back light	pcs.	PLN 11.63	PLN 2.67	PLN 14.30
Brake line (band)	pcs.	PLN 2.46	PLN 0.57	PLN 3.03
Line (band) of rear dérailleur	pcs.	PLN 1.90	PLN 0.44	PLN 2.34
Chain	pcs.	PLN 5.70	PLN 1.31	PLN 7.01
Basket fix	pcs.	PLN 18.06	PLN 4.15	PLN 22.21
Chain guard fix	pcs.	PLN 6.72	PLN 1.55	PLN 8.27
Back reflector	pcs.	PLN 1.59	PLN 0.37	PLN 1.96
Tyre (26 x 2.125)	pcs.	PLN 27.41	PLN 6.30	PLN 33.71
Carrier guard (back)	pcs.	PLN 24.61	PLN 5.66	PLN 30.27
Chain guard	pcs.	PLN 5.70	PLN 1.31	PLN 7.01
Brake line shell	m	PLN 1.67	PLN 0.38	PLN 2.05
Rear derailleur shell	m	PLN 2.11	PLN 0.49	PLN 2.60
Set of pedals	pcs.	PLN 13.26	PLN 3.05	PLN 16.31
Front hub (dynamic)	pcs.	PLN 164.90	PLN 37.93	PLN 202.83
Back hub	pcs.	PLN 130.05	PLN 29.91	PLN 159.96
Rear dérailleur pusher	pcs.	PLN 8.87	PLN 2.04	PLN 10.91
Front tyre with dynamo	pcs.	PLN 196.00	PLN 45.08	PLN 241.08
Rear derailleur with steering module	pcs.	PLN 20.40	PLN 4.70	PLN 25.10

Lamp cables	m	PLN 5.12	PLN 1.18	PLN 6.30
Bike frame	pcs.	PLN 457.38	PLN 105.20	PLN 562.58
Left handle	pcs.	PLN 5.49	PLN 1.26	PLN 6.75
Right handle	pcs.	PLN 4.71	PLN 1.08	PLN 5.79
Saddle	pcs.	PLN 15.30	PLN 3.52	PLN 18.82
Advertisement sides	pcs.	PLN 33.60	PLN 7.73	PLN 41.33
Headsets	pcs.	PLN 5.69	PLN 1.31	PLN 7.00
Footer/ support	pcs.	PLN 14.40	PLN 3.31	PLN 17.71
Support 115mm	pcs.	PLN 12.56	PLN 2.89	PLN 15.45
Front spoke	pcs.	PLN 0.27	PLN 0.06	PLN 0.33
Back spoke	pcs.	PLN 0.27	PLN 0.06	PLN 0.33
Seat pillar	pcs.	PLN 15.63	PLN 3.59	PLN 19.22
Roller brake screw	pcs.	PLN 19.90	PLN 4.58	PLN 24.48
Brake lever adjusting screw	pcs.	PLN 0.62	PLN 0.14	PLN 0.76
Back 3 speed wheel	pcs.	PLN 148.50	PLN 34.16	PLN 182.66
Fork	pcs.	PLN 43.00	PLN 9.89	PLN 52.89
Handlebar stem	pcs.	PLN 16.93	PLN 3.89	PLN 20.82
Seat pillar clamp	pcs.	PLN 6.00	PLN 1.38	PLN 7.38
Digital lock ABUS	pcs.	PLN 56.10	PLN 12.90	PLN 69.00
Electric lock	pcs.	PLN 672.00	PLN 154.56	PLN 826.56

*may be subject to changes