

TERMS OF SERVICE
of the Koszaliński Rower Miejski System

[Valid from 27.04.2018]

I. General Provisions

1. The hereby Terms of Service shall specify the rules and conditions of the use of Koszalin Public Bike system launched in the city of Koszalin.
2. Terms of Service of the Koszaliński Rower Miejski (further referred to as KRM) as well as the Privacy Policy are available free of charge on the internet website www.koszalinskirowermiejski.pl in such a way so as to enable familiarizing with its contents, its obtaining, reading and saving. This document may be obtained at the headquarters of Nextbike Polska S.A. with its registered seat in Warsaw.
3. Contact:
Nextbike Polska S.A.
ul. Przasnyska 6b
01-756 Warszawa
e-mail: bok@koszalinskirowermiejski.pl
tel.: +48 94 721 42 22
(connection in line with operators' tariffs)
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.

II. Definitions

Whenever indicated in the terms of service:

1. **Mobile application** – one should understand a Nextbike mobile application, that is software which operates on Android and iOS operational systems enabling rental and return of bikes within the system.
2. **Customer Service Office (BOK)**- one should understand a service launched by Operator which ensures twenty-four-hour telephone contact with the Operator through:
 - a. Hotline under the number: +48 94 721 42 22
 - b. electronic post under the address bok@koszalinskirowermiejski.plInformation regarding the functioning of BOK is available on the internet website
3. **Account blockage** - shall be understood as preventive measure, that prevents from using city bike systems operated by Nextbike ,of which the Operator may avail in case of breaching by Client of the provisions of the hereby Terms of Service, in particular in case of a breach which constitutes a damage to the City of Koszalin's or Operator's property.
4. **Promotional voucher** - shall be understood as voucher offered by the Operator which enables topping up Client Account. The voucher amount and its purpose is established by the Operator and it is non-repayable. The means from the top up are used in the first place, prior to the means paid in by the Client.
5. **Electric lock** - shall be understood as mechanism which releases and blocks the bikes in the docking station.
6. **Client Identifier** - shall be understood as individual number assigned to a Client, corresponding to the mobile telephone number indicated during registration and also a 6-digit PIN number. Identifier of registered Client may be formed by any proximity RFID or NFC device. Details regarding registration and customer IDs are described in Chapter V. Registration.
7. **Client** - shall be understood as person who conducted registration in KRM system and accepted Terms of Service.
8. **Client Account** - shall be understood as personalized Client account created during registration for the needs of the use of KRM System, as well as for charging payments in line with Appendix no. 1 to the Terms of Service.

9. **Cost of repairs** - shall be understood as price list of damaged parts and services related to its replacement, constituting Appendix no. 2 to the hereby Terms of Service.
10. **Top up amount** - shall be understood as amount of top up in the maximum amount of 10PLN, paid towards rentals to the Client Account.
11. **Minimum account balance** - shall be understood as means held on the Client Account, the amount of which cannot be smaller than 10PLN. Bike rental is possible exclusively when Client has a minimum top up amount of 10 PLN on the account.
12. **Operator-shall be understood as Nextbike Polska S.A. Company, realizing service related to service of KRM, with its 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 KRS number 0000646950, REGON number 021336152, NIP number 8951981007,**
13. **Initial payment** - shall be understood as the amount of entry fee into the KRM system of 10PLN (in words: ten zlotys) paid by a Customer during registration in KRM, that is the first payment to the Top up amount.
14. **Investigation procedure**- shall be understood as the set of actions undertaken by the Operator to determine the circumstances and events arising in connection with the use of bicycles, in particular related to violation of the regulations, accidents and collisions or damage to the Operator's property.
15. **Terms of Service** - shall be understood as principles and conditions of using the system of KRM. In particular, scope of obligations and rights and responsibility of persons availing of the possibility to rent bikes.
16. **Standard bike** - shall be understood as the basic type of bike in the KRM System, that is made available by the Operator. . The Bike is intended for one person who is over 13 years old. The Bike is suitable for use by people with a height of 150 to 195 cm. It is assumed that the Bike is intended for one person only.
17. **Service** - shall be understood as conduct by Operator of actions related to exploitation, repairs and maintenance of KRM.
18. **Station** - shall be understood as set of bike stands dedicated for standard bikes with equipment for self-registration and rental and return of bikes from KRM system or other ones indicated by the Operator.. List of stations in available on the internet website.
19. **User zone** - administrative borders of the city of Koszalin.
20. **Internet website** - shall be understood as website launched by Operator www.koszalinskirowermiejski.pl, which contains necessary data for commencement and subsequent use of KRM.
21. **Koszaliński Rower Miejski System** - shall be understood as System of bike rentals, launched by the Operator, within the terrain of the city of Koszalin, covering in particular: bikes, technical infrastructure, software and devices enabling rental of bikes, further referred to as KRM.
22. **Table of charges and penalties** - shall be understood as-pricelist of services and charges of KRM, being an integral part of the Agreement. Pricelist shall constitute Appendix no. 1 to the hereby Terms of Service.
23. **Terminal** - shall be understood as device for self-rental of bikes, constituting an integral part of the Station.
24. **Agreement** - Agreement between Client and Operator which establishes mutual rights and obligations specified in the Terms of Service. An Agreement is considered to have been concluded upon registration of Client in KRM System post submission of declaration of acceptance of Terms of Service.
25. **Rental** - shall be understood as rental of bike from Station by means of Client Identifier.
26. **Return of bike** - shall be understood as returning the bike to the Station in line with clause X of the hereby Terms of Service.

III. General principles of using Koszaliński Rower Miejski.

1. Condition for the use of KRM is indicating by the Client personal data required upon registration, acceptance of conditions specified in the hereby Terms of Service, maintenance of minimum state on the Account during each rental in the amount of at least 10PLN.
2. The Client is obliged to abide by the provisions of the Terms of Service, in particular, make payments and use the bike in accordance with the Terms of Service.
3. Persons above 13 years of age who have not attained the age of 18 (further referred to as minors) must, prior to conclusion of Agreement, submit to the Operator a written consent of one of the parents or legal guardians for the conclusion of the Agreement, as well as a statement on assuming responsibility by the parents or legal guardians on account of any potential damages, caused in particular as a result of non-performance or improper performance of the Agreement and on account of any ongoing liabilities defined in Tables of charges and penalties as well as Cost related to repair and restoring of a bike in Koszaliński Rower Miejski. Within the statement the parents or legal guardians must undertake to top up the account of the minor within KRM System. Consent ought to be sent by electronic post to the email address: bok@koszaliniskirowermiejski.pl, via post to the address of Operator or in person to the Operator's premises.
4. The obligatory condition to be met in order to avail of the bike rental by minors is being in possession of a valid bicycle or motorcycle driving license.
5. The Client may rent up to four bikes at the same time.
6. The use of the rented bike is allowed within the User zone.
7. The parties of the Agreement are obliged to inform each other about any change of addresses or other data identifying the parties provided during registration in the system.

IV. Responsibility/ Obligation

1. The Client is responsible for the use of a bike in accordance with its purpose and with the provisions of the Terms of Service. In case of disobedience of the conditions set out in the Regulations, the Operator has the right to block Customer's account. Terms of account bans are described in section XVI of these Regulations.
2. The Client undertakes to return the bike in good technical condition and in the same state as it was in at the time of renting. The Client shall bear full responsibility for any results of events which occur pursuant to the breach by him of the Terms of Service and the law in place when using KRM System.
3. The use of bikes via KRM System may take place solely for non-commercial reasons.
4. Client shall be responsible for bike/bikes from the moment of its/their rental to its/their return at the Station (any station within User Zone). In particular, Client shall be obliged to take steps in order to prevent damages or theft of the rented bike.
5. In the event of theft of a bike that occurs during rental, the Client is obliged to inform BOK immediately after noticing the theft incident.
6. The use of KRM 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.
7. The Client bears full and total responsibility and undertakes to cover any tickets, fines, fees etc. obtained by the Client in the course of his or her use of the bike. The Client bears no responsibility for fines, tickets, and fees etc. which have been imposed on them and which result from Operator's fault.
8. In case of proven damages stemming from inappropriate use of KRM, Client undertakes to cover all costs of replacement of damaged parts and services related to their replacement in order to restore the bike to the initial status, from before rental. The Operator shall submit an adequate receipt to the Client for completion of the necessary repair works. The valuation of the value of individual parts of the bike, which have been damaged out of Client's fault, shall be made on the basis of Annex no 2 to the hereby Terms of Service, further referred to as " Costs of repair and restoring of bike".
9. In case of improper return of the bike out of the Client's fault, the Client bears costs of its further rental and is responsible for any potential theft or damage. In the event of any difficulties with the return of the bike the Client is obliged to contact BOK immediately.

10. Any purposeful damages to the property of Operator will result in commencement of court proceedings. The Operator reserves the right to recover any justified costs, including costs of legal representation, from the person who caused damages or destructions.
11. The Client is responsible for any potential damages which may arise as a result of non-compliance with the Terms of Service, whilst, one of the elements of the damage may be the so called cost of bike restoration, specified in Tables of charges and penalties as well as table of Costs of repair and restoring of KRM Bike.

V. Registration

1. A necessary condition for rental of bikes and the use of KRM system is prior registration of Client and holding the minimum account balance (10PLN).
2. Registration can be done:
 - a. through KRM terminal located at the Station
 - b. through KRM website www.koszalinskirowermiejski.pl
 - c. via mobile application
 - d. via telephone contact with the BOK
3. During the registration process through the website www.koszalinskirowermiejski.pl, via mobile application or via telephone contact with the BOK employee the indication of the following personal details is necessary:
 - a. name and surname,
 - b. contact address, that is city, street including flat/house number, postal code, country,
 - c. email address,
 - d. PESEL number,
 - e. mobile phone number,
 - f. payment card number in case of payment with credit card with the possibility of charging.
4. During registration process at the Terminal, the Client indicates the following personal details;
 - a. mobile phone number,
 - b. name and surname,
 - c. in case of a will to top up an account: credit card number with proximity option.

Other data indicated in clause 3 points b, c and d are required to be provided by the Client no later than within 24 hours after a moment of registration. The account will be unblocked when correct and complete data are provided.

5. After registration of the account, a link will be sent to the e-mail address in order to confirm the user's data. The account is verified, when the link is authorized. The account will be blocked if the data is not confirmed by clicking on the verification link.
6. During the registration process at the Terminal Client enters the PIN code of his own. Whilst, during the registration via: internet website, mobile application and BOK KRM - PIN code is generated automatically. Upon finalization of registration, Client obtains confirmation from the System regarding successful registration and his or her unique PIN number which enables authentication of Client in the System.

In order to improve the login process at the Terminal, the Customer can connect a RFID card or NFC device to his KRM Account. During the rental and return of the bike, the Customer can use the following methods of identification:

- a. a mobile phone number which, along with the PIN number, is considered as the Customer ID,
- b. Electronic Student Identity Card (ELS), (proximity, personalized electronic card (chip + RFID / NFC) that has its unique, encoded number), along with the PIN number,
- c. payment cards - consumer credit, debit and pre-paid credit cards issued by payment organizations of Visa International and Mastercard International issuers or others that meet the requirements for being considered as electronic payment instrument within the meaning of the Act of electronic payment instruments (Dz. U. 2012 poz. 1232) along with the PIN number. Terminals are adapted to work with products from the PayPass and PayWave family.

After logging in to account, the Customer can disable the PIN code by unchecking the option: *At every rental and return please ask for my PIN for security reasons*. This option allows Customer to rent / return the bike without entering the PIN code using the methods of identification: b, c, at the Terminal.

7. The condition for registering is entering the real data, the acceptance of conditions defined in the hereby Terms of Service and consent for processing of personal data in accordance with the act of 29 August 1997 on personal data protection for the purpose of performance of the Agreement (that is Journal of Laws of 2016, No. 101, item 992). The Client has the right to access the content of his personal data and the possibility to amend, supplement or change them. The data administrator is Nextbike Polska S.A. with its registered seat in Warsaw, ul. Przasnyska 6B, 01-756 Warsaw. Submission of personal data is voluntary, but necessary; lack of personal data submission prevents the use of KRM System services. The information on safety of personal data is available within the Privacy Policy document of Nextbike Polska, available at: www.koszalinskirowermiejski.pl
8. Personal data are processed solely for the purpose of proper functioning of KRM System and may be accessible to other entities cooperating with Nextbike exclusively within the framework of the provisions of law in force.
9. The Client further grants consent for receiving via text messages and electronic post information materials concerning services provided by the Operator within the framework of the KRM, as well as anonymous questionnaires sent by means of electronic post or available directly within the KRM System, targeted at obtaining by Operator demographic and profile Client personal data of Clients (such as education level, employment, age). Such data will be used in order to test the preferences of Clients and the adjustment level of Operator's offer to the expectations of Clients, as well as for the statistical analyses and for creation of general image among the Clients which is passed on to Operator's marketing partners. Receiving information materials and disclosure of the above noted data is at all times voluntary and the Client may at any time withdraw from obtaining these materials or questionnaires.
10. The content of individual transactions/rentals is available solely for the parties of the Agreement. Each Client who has performed registration, having logged in, has access to all his transactions/rentals for the period of their storage within the IT system. Client data concerning individual transactions/rentals are stored by the Koszaliński Rower Miejski IT system. If there are no overdue payments for the use of bikes, data are deleted immediately post receipt of a request on deletion from the Client. In the event when a complaint has been filed, data are stored until such time as the complaint process has ceased, for the period of 6 months and for the period of a potential proceeding resulting from a complaint, during investigation of Client's claim, for evidential purposes, however, not shorter than 6 months and not exceeding 2 years from the day of issuing the response to the given complaint. In case of a notification within this term (i.e. compensation or indemnification for damages) - data are processed during establishing the potential liability of the Operator/ Client and realization of the issued judgement in this regard.
11. Personal data are processed, stored and secured in accordance with the principles specified in the binding legal provisions.
12. Administrator of personal data-Operator undertakes to maintain confidentiality of personal data and not to disclose them to any third parties, unless, pursuant to a clear authorization from the Client or in the event when such authorization will result from a specific provision of law. This obligation shall remain in force post expiry of the legal relationship which is between the Lessee and the Operator.
13. In order to adjust the content and the services to the individual needs and interest of Clients, the Operator uses the so called cookies, which is information saved by the server of the Service on Client's computer, which the server may read during each connection from the given computer. Cookies files provide statistical data regarding Client traffic and their use of the particular Koszaliński Rower Miejski pages, as well as enable a swift provision of Services. The Client may at any time switch off the option of accepting cookies in his browser settings, however, this may trigger problems and in some cases disable the use of the System.

VI. Payment methods

1. Payment for bike rental may be conducted by means of:
 - a. debiting the account of payment card of the Client, or

- b. crediting the pre-paid Account via bank transfer or through payment via payment card, in particular, via www.koszalinskirowermiejski.pl portal from which the means will be charged in the amounts as indicated in Tables of charges and penalties, and subsequently transferred to the account of the Operator.
- 2. Launching the order of payment card debiting takes place upon registration, by entering the payment card number, which is credit card, debit card within the Terminal, as well as via mobile application.
- 3. All payments are transferred to the account of Operator.
- 4. At Client's request the Operator may issue a VAT invoice solely and exclusively for the paid ride. For this purpose the Client should contact the Operator via electronic means to the email address of the Operator, indicating data necessary for VAT invoice issuance, date and time of rental of bike and number of bike.
- 5. The Operator will send a VAT invoice via electronic means to the email address from which the Client contacted the Operator. In particularly justified cases the Operator may send a VAT invoice to another email address, indicated by the Client.

VII. Rental

- 1. Bike rental is possible in case a Client has an active account status. Active account status is understood as:
 - a. a minimum amount of 10 PLN gross on the pre-paid Account, through topping up by means of transfer or by single payment with the use of payment card,
 - b. defining which form of payment of the payment card with possibility of debiting, via terminal or via contact with BOK, through which these means are automatically transferred.
- 2. Bike rental is possible at any Station:
 - a. In case of bike locked with electric lock; post prior launching of the Terminal, logging in and proceeding in line with the instructions displayed on the device of the Terminal. Release of electric lock is signaled via adequate message displayed on the Terminal as well as a sound signal.
 - b. In case of bike secured solely via digital lock; via Terminal, by means of mobile application or post telephone contact with BOK employee at +48 94 721 42 22 (cost of telephone connection in line with operators' tariffs)
- 3. Rental commences once the procedure of rental specified in clause 2. is completed.
- 4. During the rental the Client obtains the number for the code lock within the rented bike. This number may be confirmed until the return tie at the Terminal, on mobile application as well as in BOK.
- 5. Client is obliged, prior to a ride, to make sure that the bike is fit for use, and in particular:
 - a. That tyres of the bike are pumped up, brakes are fit,
 - b. The bike has a functional securing line, also called a clamp.
- 6. 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.
- 7. In case of discovering during the bike rental any defects of the bike, the Client is obliged to immediately report the problem to BOK and return the bike to the closest Station.
- 8. Rental and use of an unfit bike by the Client may result in his liability for any defects or damages resulting from the use.
- 9. It is recommended that the Client has, during rental, a working mobile phone to make phone connections by its means.
- 10. The carrier mounted in front of the bike is suitable solely for the carriage of light items. In order to ensure safety and at the risk of damaging the bike it is not allowed to place any heavy items within the basket. Maximum mass of carrier's load for a standard bike cannot exceed 15 kg, for tandem type of bikes-5 kg. Items placed in the basket may not hang out of the rim of the basket and they should not contain any sharp edges. If an accident occurs due to inappropriate use of the basket, the Client bears responsibility for it and will cover any costs arising from it. The Operator shall not bear responsibility

for damages to items or goods carried in the basket. The Operator is not responsible for electronic devices, that are carried and being owned by the Customer in particular.

Maximum load of a standard bike cannot exceed 120 kg

11. The bike is intended for use by one person.
12. In case of any problems with the rental or return of the bike the Client is obliged to contact BOK by phone. The employee of BOK will inform the Client of further actions to be taken. The rented bike ought to be used in line with its designation. The bike as a transport means is designated to move between Stations. It is not allowed to use bikes for mountain rides, jumps, stunt tricks, as well as racing and using the bike to pull or push anything is not allowed.

VIII. Duration of rental

1. The Client is obliged to return the bike no later than within 12 hours from its rental.
2. Exceeding the 12 hour duration of rental causes charging additional fees and penalties in accordance with the Tables of charges and penalties.

IX. Repairs and failures

1. Any failures ought to be reported by phone to BOK. In case of each failure which prevents further ride the Client is obliged to stop and inform BOK via telephone as well as return the bike to the closest Station.
2. It is forbidden to conduct any repairs, modifications or replacements of parts within the rented bike on one's own. The sole authorized entity for such actions is Service, which is in possession of a signed agreement for servicing KRM.
3. The Client is obliged to have the possibility to contact BOK during the entire rental time, thus to do so he or she ought to be in possession of a mobile phone with the number registered in the System.

X. Return

1. Client is obliged to return the bike by:
 - a. putting the standard bicycle to a dedicated standard station and attaching the bike to a free electric lock, which is an integral part of the stand. The correct locking of the bike in the stand will be confirmed with a sound signal and the physical closure of the bike in the lock
 - b. putting the bike to the standard station and returning the bike with a code lock (only if the client is unable to attach the bike to the electric lock, for example when there are no free stands or there is a failure of the KRM Station), connecting the bicycle to a stand or other bike (that is properly secured, e.g. it is attached to an electric lock or secured by a clamp) located on the KRM Station, locking the lock (by shuffling numbers) and pressing the "Return" button on electronic part of the KRM Terminal and proceeding in accordance with instructions on the display. Upon blocking the lock, the Client may also return the bike via mobile application or through contacting BOK. In order to return a bike through contacting BOK, the customer's presence on the return station is required.
 - c. In the case of any difficulties related to the return of the bike, the customer is obliged to immediately contact the KRM round-the-clock hotline. It is assumed, that the customer's presence on the return station is required.
2. It is the customer's responsibility to properly return and secure the bike, in accordance with points X.1.a and X.1.b and X.1.c, under pain of:
 - a. charging of fees for using the bike in accordance with the accepted price list, and in the case of a loan lasting longer than 12 hours, charging an additional fee of 200PLN.
 - b. charging of fee for possible loss, theft or destruction of the bike in accordance with Appendix No. 1 and Appendix No. 2 of these Regulations.
 - c. charging of fee for return of a bike in a place other than a dedicated Station in accordance with Appendix No. 1 of these Regulations.
 - d. temporary or permanent blocking of all Customer's accounts that have been registered in systems operated by Nextbike Polska S.A.

3. The fee for improper return of the bike, as specified in clause X.2., based on the costs specified in the Table of Fees and Penalties in the Return of the bicycle in a place other than a dedicated station. During calculation of the fee, the costs of transporting the bike are taken from the place where the customer left it to the place of servicing.
4. In case when during rental of a bike an accident or collision occurs, Client is obliged to write a statement or call the Police to the site. Furthermore, in case of the occurrence of the above event the Client is obliged to inform BOK KRM about the event no later than 24 hours post the moment of event occurrence.

XI. Charges

1. Charges calculated according to the rates specified in the Tables of Charges and Penalties shall constitute Appendix 1 to the Terms of Service. The basis for the calculation of a charge is the number of minutes of rental, measured from the moment of bike rental at the Terminal, or from the moment of obtaining the code lock which releases the securing rope, to the moment of connecting the bike with electric lock or obtaining the confirmation from the System regarding the confirmation of bike return.
2. Charges for the use of rental are diverse and depend on the length of time of bike rental. Fee is calculated for each rented bike and constitutes a sum of receivables for subsequent time intervals.
3. Time of charging is divided into one-hour periods with the exception of the first twenty minutes of rental during which the period of the first free and subsequent paid forty minutes of rental is calculated.
4. In case when charging the fee for the ride exceeds the means on the account the Client is obliged to top up his pre-paid Account at least to reach the balance equal to OPLN within 7 days. In case of failure to settle overdue payments, the Operator reserves the right to commence adequate legal steps against the Client, targeted at obtaining the payment on account of the realized Agreement. The Operator is entitled to calculate statutory interest from the amounts overdue calculated from the day of maturity until the day of factual repayment made in full.
5. During the term of the agreement with the KRM Operator, the payments towards rentals (top up amount) are non-refundable.
6. In case of proven abuses related to the inappropriate use, in particular, conducting unauthorized rentals of bikes, the Client is charged with a penalty indicated in the Table of charges and penalties of the Koszaliński Rower Miejski.
7. If the Customer is in arrears with the fees due to the Operator, the Service Provider reserves the right to provide information about arrears to the entities indicated by the applicable law. The Customer acknowledges, that the KRM Operator has the right to transfer his amounts due to the Customer, eventuating from the Agreement, to third parties, which will entitle those third parties to claim the amounts due from the Customer. The KRM operator reserves the right to entrust the collection agency with the recovery of amounts due from the Customer.

XII. Responsibility

- 1 The Operator provides service of KRM and bears responsibility for its correct 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 at Operator's fault.
3. The Client should direct claims and complaints in the form specified in Section XIII.
4. The Operator reserves the right to disclose Client's data, in case of a necessity of disclosing the data to the authorized persons stems from the binding legal provisions.

XIII. Complaints

1. The recommended term for submission of complaints is within 7 days from the date of the event which caused the complaint.

2. 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 bok@koszalinskirowermiejski.pl
 - b. via post to the address of the Operator, specified in clause I.3
 - c. in person at the headquarters of the Operator.
3. 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.
4. The complaints which do not contain data such as: name, surname, address, PESEL number, which would allow for an identification of the Client will be left unanswered by the Operator.
5. Submitting a complaint does not release the Client from the obligation of a timely realization of the obligations towards the Operator.
6. The Operator reviews the complaint within 14 days from the date of obtaining it or supplementing it, and in particularly complex matters this occurs within 30 days, while in case the complaint concerns the transaction conducted with the use of payment card it might take up to 90 days (in exceptional cases) from the date of the complaint submission. 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.
7. The process of considering the complaint commences immediately post its receipt by the Operator.
8. The Client grants consent for the reply to the complaint to be sent via electronic means or via post to the correspondence address in a way indicated within the complaint. In particularly justified cases the Operator may send a reply to another email address, indicated by the complaining person.
9. The consideration of a complaint consists of an identification of the problem, assessment of its justification and settlement of the problem submitted by the Client or a conduct of adequate actions in order to remove any potential irregularities, causes of their occurrence and to grant a thorough, and professional in form and in content reply.
10. Operator issues a reply which includes the position of the Operator regarding the complaint, its justification and the information regarding the appeal procedure.
11. The Client has the right to appeal against the decision issued by the Operator. The appeals ought to be sent regardless of the method of submission-letter, email- no later than within 14 days from receipt of the decision by the Client which he wishes to appeal against. The appeal will be considered within 14 days from the day of its submission to the Operator.
12. The Client may:
 - a. direct an appeal against the decision of the Operator directly to the postal address of the Operator or BOK within 14 days from the date of receipt of the reply to the complaint,
 - b. launch civil action in the adequate court,

XIV. Withdrawal from the Agreement:

1. The Client may withdraw from the Agreement concluded with the Operator-on the basis of the provisions of law, without indicating the cause, within the term of 14 days from the date of its conclusion. The term is considered as fulfilled if prior to its expiry the consumer posts a statement of withdrawal from Agreement.
2. The Client may withdraw from the Agreement via:
 - a. sending to the Operator's email address bok@koszalinskirowermiejski.pl a statement regarding withdrawal from Agreement,
 - b. sending to the postal address of the Operator, specified in clause I.3 a written declaration of withdrawal from Agreement. For this reason the Client may avail of the form on withdrawal

from Agreement enclosed in Appendix no. 2 to the act on consumer rights (Journal of Laws of 2017, item 683), however, this is not obligatory.

3. 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 the services occurs no later than within 14 days from the day of receipt by the Operator of the declaration regarding withdrawal from the Agreement. The return of payment is conducted with the use of the same payment methods which were used by the Client in the initial transaction, unless within the declaration of withdrawal from the Agreement the Client agreed to another solution. Another solution ought to be indicated by the Client within the submitted declaration.
4. Right to withdraw from Agreement shall not be in possession of Client with reference to agreements specified in art. 38 of the act on consumer rights. (Journal of Laws from 2017, item 683) and in particular it shall not be possible post realization of Agreement.

XV. Termination of the Agreement at the request of the Client

1. The Client has the right to terminate the Agreement. Termination in the written form must be sent to the electronic address bok@koszalinskirowermiejski.pl or to the postal address of the Operator.
2. The termination of the Agreement takes effect within 14 days from the date of receipt of the termination by the Operator.
3. Upon terminating the Agreement the Client is obliged to top up the means on the pre-paid Account to reach the balance of OPLN.
4. If the means on the pre-paid Account exceed 10PLN on the day of termination of the Agreement, the unused means will be returned to the account from which they had been paid at the clear request by the Client, other, indicated within the termination. The returned amount will be decreased by the transfer fees.

XVI. Blocking of accounts of the users

1. The Operator reserves the right to temporarily or permanently block all active accounts of the Customer, regardless of the system in which the account was registered, in the event of non-compliance with the terms of use of KRM bikes contained in these Regulations.
2. Blocking of one account prevents from using bikes in every system operated by Nextbike Polska S.A.
3. The account may be blocked in particular when the Customer:
 - a. did not complete personal data detailed in clause V.3. of these Regulations
 - b. uses the bike contrary to its intended purpose
 - c. leaves the bike in a place other than a dedicated Station
 - d. leaves the bike unsecured.
4. The account may be blocked, if the bike rented by the Customer is missing.
5. Permanent blocking of the Customer's account makes it impossible to set up another account in the future and it is tantamount to terminating the contract with the Customer due to his fault.

XVII. Final Provisions

1. The acceptance of the hereby Terms of Service and the rental of the bike indicates: a declaration of the health state which ensures safe movement on a bike; ability to ride a bike; possession of permissions required by provisions of law and knowledge of road traffic provisions.
2. The Operator reserves the right to terminate the Agreement subject to 14 day notice period when a Client breaches the provisions of the hereby Terms of Service Client shall be entitled, towards the Operator, to submit claims related to the return of means from Client Account, provided that these have not been already used by the Operator to cover the required obligations chargeable to the Client.

3. Operator is entitled to introduce changes to the Terms of Service or Privacy Policy effective in the future. The information regarding changes to the hereby Terms of Service or to the Privacy Policy will be sent to the email address indicated upon registration. Lack of written information of lack of acceptance of the change to Terms of Service or Privacy Policy sent to BOK within 14 days from the day of its posting to the Client indicates acceptance of introduced changes within Terms of Service.
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. The hereby Terms of Service was elaborated in 3 language versions (Polish, English, German) and is available on the website www.koszalinskirowermiejski.pl in the Terms of Service tab.
6. In case of any discrepancies between the Polish and foreign language version of the Terms of Service, the Polish version of the document shall prevail.

Appendix no. 1 Table of Charges and Penalties

Type of charges		Gross value
Initial fee		10 PLN
Fee for bike rental	Duration of rental	
	from 1 to 20 minutes	0 PLN
	from 20 to 60 minutes	1 PLN
	Second hour and each subsequent hour	2 PLN
Letter notifications regarding breaching the Terms of Service		10 PLN
Bike return in another location than the dedicated station		50 PLN + 5PLN *km
Payment for exceeding the 12 hour limit of rental		200 PLN
Penalties		
Theft, loss or damage of a children bike	2000 PLN	

Fees specified in the table are VAT tax inclusive

Appendix no. 2 Costs of repair and restoration of bikes

NAME	unit of measurement	PRICE	VAT 23%	TOTAL
Fork adapter	piece	84.00 PLN	19.32 PLN	103.32 PLN
Front mudguard	piece	9.50 PLN	2.19 PLN	11.69 PLN
Back mudguard	piece	9.50 PLN	2.19 PLN	11.69 PLN
Chip	piece	24.78 PLN	5.70 PLN	30.48 PLN
Tube 26x2.125	piece	8.40 PLN	1.93 PLN	10.33 PLN
Bell	piece	3.60 PLN	0.83 PLN	4.43 PLN
Brake lever, right side	piece	9.92 PLN	2.28 PLN	12.20 PLN
Pipe TP-06 Allu. Regulated/ Silver	piece	0.60 PLN	0.14 PLN	0.74 PLN
Roller brake	piece	134.90 PLN	31.03 PLN	165.93 PLN
Bars	piece	17.81 PLN	4.10 PLN	21.91 PLN
Brake pads	piece	4.70 PLN	1.08 PLN	5.78 PLN
Set of brakes (clamps)	piece	15.57 PLN	3.58 PLN	19.15 PLN
Left crank	piece	19.50 PLN	4.49 PLN	23.99 PLN
Crank with rack	piece	28.00 PLN	6.44 PLN	34.44 PLN
connection block	piece	6.30 PLN	1.45 PLN	7.75 PLN
Basket	piece	8.85 PLN	2.04 PLN	10.89 PLN
Front light	piece	19.93 PLN	4.58 PLN	24.51 PLN
Back light	piece	11.63 PLN	2.67 PLN	14.30 PLN
Brake line (band)	piece	2.46 PLN	0.57 PLN	3.03 PLN
Line (band) of rear dérailleur	piece	1.90 PLN	0.44 PLN	2.34 PLN
Chain	piece	5.70 PLN	1.31 PLN	7.01 PLN
Basket fix	piece	18.06 PLN	4.15 PLN	22.21 PLN

Chain guard fix	piece	6.72 PLN	1.55 PLN	8.27 PLN
Back reflector	piece	1.59 PLN	0.37 PLN	1.96 PLN
Tyre (26 x 2.125)	piece	27.41 PLN	6.30 PLN	33.71 PLN
Carrier guard (back)	piece	24.61 PLN	5.66 PLN	30.27 PLN
Chain guard	piece	5.70 PLN	1.31 PLN	7.01 PLN
Brake line shell	meters	1.67 PLN	0.38 PLN	2.05 PLN
Rear derailleur shell	meters	2.11 PLN	0.49 PLN	2.60 PLN
Set of pedals	piece	13.26 PLN	3.05 PLN	16.31 PLN
Front hub (dynamic)	piece	164.90 PLN	37.93 PLN	202.83 PLN
Back hub	piece	130.05 PLN	29.91 PLN	159.96 PLN
Rear derailleur pusher	piece	8.87 PLN	2.04 PLN	10.91 PLN
Front tyre with dynamo	piece	196.00 PLN	45.08 PLN	241.08 PLN
Rear derailleur with steering module	piece	20.40 PLN	4.70 PLN	25.10 PLN
Lamp cables	meters	5.12 PLN	1.18 PLN	6.30 PLN
Bike frame	piece	457.38 PLN	105.20 PLN	562.58 PLN
Left handle	piece	5.49 PLN	1.26 PLN	6.75 PLN
Right handle	piece	4.71 PLN	1.08 PLN	5.79 PLN
Saddle	piece	15.30 PLN	3.52 PLN	18.82 PLN
Advertisement sides	piece	33.60 PLN	7.73 PLN	41.33 PLN
Headsets	piece	5.69 PLN	1.31 PLN	7.00 PLN
Footer/ support	piece	14.40 PLN	3.31 PLN	17.71 PLN
Support 115mm	piece	12.56 PLN	2.89 PLN	15.45 PLN
Front spoke	piece	0.27 PLN	0.06 PLN	0.33 PLN
Back spoke	piece	0.27 PLN	0.06 PLN	0.33 PLN
seat pillar	piece	15.63 PLN	3.59 PLN	19.22 PLN
Roller brake screw	piece	19.90 PLN	4.58 PLN	24.48 PLN
Brake lever adjusting screw	piece	0.62 PLN	0.14 PLN	0.76 PLN
Back 3 speed wheel	piece	148.50 PLN	34.16 PLN	182.66 PLN
Fork	piece	43.00 PLN	9.89 PLN	52.89 PLN
Handlebar stem	piece	16.93 PLN	3.89 PLN	20.82 PLN
seat tube	piece	6.00 PLN	1.38 PLN	7.38 PLN
Lock code ABUS	piece	56.10 PLN	12.90 PLN	69.00 PLN
Electric lock	piece	672.00 PLN	154.56 PLN	826.56 PLN

Customer's data

Phone number

Name

Surname

Street and house number / Flats

Postal Code

City

Country

E-mail

PESEL

The Customer states that:

I have read and accepted the Terms of Service of city bike systems the Operator of which is Nextbike Polska S.A. with its registered seat in Warsaw at ul. Przasnyska 6B, 01-756 Warsaw (all terms of service are available here)*.

I hereby grant consent for processing of my personal data , indicated in the above form by Nextbike Polska S.A. with its registered seat in Warsaw, ul. Przasnyska 6B, 01-756 Warsaw, in order to use city bike systems, specified in respective Terms of Service of the systems. *

I hereby grant consent for processing of my personal data, including also in the future, for marketing purposes, including obtaining via text messages and electronic post information materials concerning services provided by Nextbike Polska S.A. with its seat in Warsaw, ul. Przasnyska 6B, 01-756 Warsaw, specified in the respective Terms of Service of the systems.

I grant consent for receiving commercial information via the means of electronic communication in the meaning of the act of 18 July 2002 on provision of services via electronic means (that is Journal of Laws from 2013, item 1422 as amended) to the email address indicated by me and/or telephone number by Nextbike Polska S.A. with its seat in Warsaw, ul. Przasnyska 6B, 01-756 Warsaw, on its own behalf or at the order of its business partners.

I hereby grant consent for obtaining marketing information on the telephone number indicated by me, email address, including with the use of automated calling systems, in the meaning of the act of 16 July 2004 on Telecommunications (that is Journal of Laws from 2014, item 243 as amended) by Nextbike Polska S.A. with its seat in Warsaw, ul. Przasnyska 6B, 01-756, in Warsaw, on its own behalf and at the order of its business partners.

Personal Data Administrator of data gathered in the above form is Nextbike Polska S.A. With its registered seat in Warsaw, 01-756, ul. Przasnyska 6b, KRS 0000646950, NIP: 895-198-10-07, REGON: 021336152 Nextbike Polska S.A. processes personal data as indicated in the above form for purposes related to the execution of the agreement, that is services provided by Operator specified in the Terms of Service of the System, pursuant to art. 23 (1) (3) of the Act on Personal Data Protection and for purposes related to marketing of own products and services pursuant to art. 23 (1) (5) of the Act of Personal Data Protection, as well as in the scope and for the purpose of processing personal data to which the persons whom such data concern granted consent. Personal data will be processed in line

with the provisions of the Act of 29 August 1997 on personal data protection (consolidated text: Journal of Laws from 2002, No. 101, item 926 as amended). Submission of the above indicated personal data is voluntary. Person, whose data are in question, has the right to access such contents, possibility of their amendment and the fact that consent for their processing may be recalled at any time or, that an objection may be expressed against their processing- which will result in immediate removal of personal data.