

**TERMS OF SERVICE**  
**of the system for BIKER**

[Valid from 01.08.2019]

**I. General Provisions**

1. The hereby Terms of Service shall define the principles and conditions of the use of the system of Białystok Public Bikes, also called BIKER (further referred to as BIKER), launched in the city of Białystok and in the neighboring municipalities.
2. Terms of Service of BIKER as well as the Privacy Policy are available free of charge on the internet website [www.bikerbialystok.pl](http://www.bikerbialystok.pl), in such a way so as to enable familiarising with the contents, obtaining, accessing and recording it. This document may be obtained at the Nextbike Polska S.A. with the company seat in Warsaw,
3. Contact:  
Nextbike Polska S.A. ul. Przasnyska 6b  
01-756 Warszawa  
e-mail: [bok@bikerbialystok.pl](mailto:bok@bikerbialystok.pl)  
tel.: 85 871 01 01, 85 733 91 19 (call charges in accordance with the tariffs of the Operator).
4. Current list of cities where Nextbike systems are in place is available under the address:  
<https://nextbike.pl/o-nextbike/>.

**II. Definition**

1. Terms of Service-the hereby Terms of Service defines principles and conditions of availing of BIKER, and in particular, conditions, scope of rights and obligations and responsibility of persons who avail of the possibility of renting bikes in BIKER system. Acceptance of the provisions of the Terms of Service and fulfilment of all conditions defined within it shall form the basis and the condition for the approval of rental of a bike within BIKER system.
2. It is accepted that the Agreement covering the provisions of the hereby Terms of Use shall be automatically concluded upon registration of the Client in BiKeR subject to submission by the Client of a declaration of acceptance of Terms of Use, submission of declaration of consent to personal data processing and payment of the initial fee during registration process of a Client at BiKeR..
3. Operator- Nexbike Polska S.A. realizing the services related to the handling of BIKER within the framework of the consortium of Nextbike Polska S.A. companies, 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, XIII Economic Department of the National Court Register under the KRS number 0000646950, REGON number 021336152, NIP number 8951981007,
4. **BIKER System**- system of bike rental stations launched by the Operator, which includes, in particular, bikes, technical infrastructure, software and devices which enable the rental of bikes.
5. **Client**-participant of BIKER System who has accepted the Terms of Service and is registered within the BIKER System.
6. **BIKER Service**- actions performed by the Operator in relation to the exploitation, repairs and maintenance of BIKER.
7. **Contact Centre of BIKER (CC)** – a platform launched by the Operator which ensures telephone contact for its Clients via a hotline at the following numbers 85 871 01 01, 85 733 91 19, contact via electronic post via e-mail to the address [bok@bikerbialystok.pl](mailto:bok@bikerbialystok.pl) as well as a 24/7 service. Information regarding the functioning of CC is available on the internet website [www.bikerbialystok.pl](http://www.bikerbialystok.pl).
8. **BIKER station** - a set of bike stands with the devices for self-registration in the BIKER system and for rental of bikes through BIKER Terminal. List of BIKER Stations may be found on the internet website [www.bikerbialystok.pl](http://www.bikerbialystok.pl).

9. **BIKER children station** - a set of bike stands with the devices for self-registration in BiKeR system and for rental of children bikes through BiKeR Terminal, as well as through mobile application Nextbike or contact with the BOK BiKeR, additionally equipped with racks for children. BiKeR list of children station may be found on the website [www.bikerbialystok.pl](http://www.bikerbialystok.pl).
10. **BIKER Terminal**-device for self-rental of bikes located in BIKER Stations.
11. **Nextbike mobile application** - software running on operating systems such as Android and iOS allowing to rent and return the bike in the system.
12. **Client Identifier**- Client personal number assigned to him by the Operator and saved in numerical format, in the form of mobile telephone number which the Client has defined during the registration at BIKER and a 6 digit PIN number which was indicated during registration in BIKER. In order to facilitate the process of rental and the return of bikes within the BIKER system, the Client is allowed to use, post activation in BIKER Terminal: Białystok Urban Card, ELS Electronic Student ID or payment proximity card. During the rental and the return of the bike they are treated as equal to the Client Identifier. During the rental and return of the bike the Client has the following methods of identification at disposal:
  - a. mobile telephone number which, together with PIN number is treated as equal to the Client Identifier,
  - b. Białystok Urban Card (BKM) - proximity, personalized electronic card (RFID) with a unique, encoded number together with a PIN number.
  - c. ELS Electronic Student ID (ELS), proximity, personalized electronic card (chip+RFID) with its unique, encoded number together with PIN number,
  - d. payment cards - consumer credit cards, charge, debit and pre-paid cards issued by payment organizations of Visa International and Mastercard International issuers and other which fulfil the requirements of electronic payment means in the meaning of the act on electronic payment instruments (that is Journal of Laws of 2012, item 1232) with PIN number. Terminals are adjusted for cooperation with PayPass and PayWave types of products.
  - e. Other media compatible with BKM adjusted to the coding of urban transport tickets of the city of Białystok with PIN number.

Post logging into one's account on the website [www.bikerbialystok.pl](http://www.bikerbialystok.pl) the Client may turn off the PIN code through unticking the option: *Upon each rental and return, in order to ensure my safety, please ask me about my PIN number.* This option allows for rental/return of the bike without the necessity of entering the PIN code with the use of identification methods: b,c,d or e at the terminal.

13. **Tables of charges and penalties**-pricelist of services and charges of BIKER, being an integral part of the Agreement. The pricelist is available on the website [www.bikerbialystok.pl](http://www.bikerbialystok.pl).
14. **Costs of repair and restoring of a bike in BIKER System**-pricelist of parts and services related to repair or restoring of a bike
15. **Pre-paid account**-personal account of a Client within the settlement system of BIKER System where debit and credit operations are realized for the use of services and products offered within the BIKER System in accordance with the Tables of charges and penalties. Pre-paid account may be topped up by the Client via upfront payment as a pre-payment.
16. **Initial fee**-the amount of initial fee within BIKER system equates to 10PLN gross (in words: ten zloty) and is made by the Client upon registering in BIKER. The payment indicates grating consent by the Client and acceptance of the provisions of the hereby Terms of Service and at the same time it constitutes the first top up payment instalment.
17. **The top up amount-payment towards rentals and other settlements with the Operator, transferred onto the pre-paid account.**
18. **Security procedure**- each action undertaken by the Operator in the event of lack of return of the bike at the agreed time and in the acceptable state, in particular, preliminary, debt-collection and court proceedings.

19. **User zone**-administrative borders of the city of Białystok, Juchnowiec Kościelny municipality, Choroszcz municipality and Supraśl municipality.
20. **Bike rental- receiving and using a bike from LRM station by means of Client Identifier or through another method specified in point II.12. The process of rental is specified in detail in clause VII. of Terms of Use. .**
21. **Bike return**-return of the bike to BIKER Station. The process of bike return is specified in clause X of the Terms of Service. Simply securing the bike with protective rope will not be understood as a Return. . The Operator allows the possibility of returning the bike at a different station than the BiKeR Station within the Use Zone.
22. **Electrolock**- mechanism which releases and blocks the bikes in the docking station. Rental of a bike which is blocked by electrolock is possible solely directly from the terminal and also through Nextbike mobile application.
23. **Promotional/award voucher**- The Operator stipulates the possibility of topping up the account set up within the BIKER system. The amount of the promotional/award voucher and its purpose is established by the Operator and is non-repayable, meaning that is there is no possibility of withdrawing the funds from the system. The amount of the promotional/award voucher is used first, that is prior to the funds paid by the Client. In the case of promotional vouchers, details regarding the amount, the validity term and the reasons for granting them are defined within the Terms and Conditions of Promotions, available on the system's website.
24. **Blocking an account**- a preventive measure to which the Operator may resort. In the event of a breach of the provisions of the Terms of Service hereby described, in particular a breach resulting in damage suffered by the Operator, the Operator reserves the right to block a Client's account until the issue is rectified.

### III. General rules of use of BIKER

1. The condition for the use of BIKER System is submission by the Client of the required personal data upon registration, the acceptance of conditions defined in the hereby Terms of Service, payment of initial fee. The condition for the use of BIKER is, furthermore, maintenance of a minimum top up level on the Client's account during the time of each rental, at the amount of no less than 10 PLN (in words: ten zloty).
2. The Operator rents a bike to a Client in line with the provisions specified in the Terms of Service. The Client is obliged to abide by the provisions of the Terms of Service, in particular, concerning the agreed payments and the use of 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 BIKER System. Within the statement parents or legal representatives must undertake to top up the account of the minor within BiKeR system in such a way so that the account was active at all times during rental (VII, point 1). In order to maintain the written form of the legal action the guardian shall be obliged to submit the handwritten signature on the consent. The consent must be sent via electronic post to the email address [bok@bikerbialystok.pl](mailto:bok@bikerbialystok.pl) via post to the address of the Operator or in person in the headquarters of CC BIKER.
4. Minors must possess a bicycle or motor license in order to use the bike rental.
5. The Client may rent up to four bikes at the same time. It is possible, subject to prior booking, to increase the number of bikes rented at the same time. In case of renting at least 1 bike Client should top up his account with an amount that he intends to use for the rides.
6. The use of the rented bike is allowed within the User zone. In the course of rental, the User may move beyond the User Zone, however, he or she is obliged to return to it prior to completing the rental and return it within the functional areas.

#### **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.
2. Client shall be obliged to return technically functioning bike in the same condition as it was in at the time of rental and in case of an occurrence of failure of the bike during rental, he should act according to point VII.6 below..
3. The use of bikes via BIKER System may take place solely for non-commercial reasons.
4. The Client is responsible for the bike/all the bikes he rents at a given time from the moment of rental from a BIKER Station to the moment of their return to the BIKER Station. In particular, the Client is obliged to undertake actions in order to prevent any damages or theft of the rented bike which may occur from the moment of renting the bike at any BIKER Station to the moment of its return to any BIKER Station.
5. In case of a theft of a bike conducted during the use by the Client he is entitled to inform BOK BiKeR of this fact immediately after determining the theft..
6. The use of BIKER 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 medicine 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, related to the use of the bike, imposed out of their own fault. The Client bears responsibility for fines, tickets, fees etc. which have been imposed on them and which result from Operator's fault.
8. In case of proven damages resulting from improper use of equipment forming the contents of BiKeR System the Client agrees to cover the costs of repair and restoring of equipment to its prior condition from before the rental or the damage. For the conduct of the necessary repairs the Operator shall issue the appropriate receipt or VAT invoice to the Client. Operator shall be authorized to charge the amount equivalent to the costs of repairs and restoring of bike from the top up amount to which Client hereby agrees. Valuation of individual bike parts which were damaged at the fault of the Client shall be performed on the basis of Annex no. 2 to the hereby Terms of Use, further referred to as " Costs of repair and bike restoration in BiKeR System".
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 CC BIKER.
10. Any purposeful damage to property of the Operator shall result in the necessity of bearing the costs of repairs and restoration and, consequently, may result in commencement of legal proceedings. Operator shall be entitled to claim damages for all justifiable costs borne by him, including costs of legal service from the perpetrator..
11. The Client is responsible for any potential damages which may arise as a result of non-performance or improper performance of the Agreement to the full amount, 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 bike in BIKER System.
12. The users are forbidden to transport the bikes via vehicles and other means of transport, owned by private persons, excluding means of public transport.

#### **V. Registration**

1. Prior registration of a Client and payment of Initial fee are the necessary conditions for the use of BIKER System.
2. The registration takes place at the internet portal available at the address: [www.bikerbialystok.pl](http://www.bikerbialystok.pl). In addition it is allowed for the registration to be conducted via telephone contact with an employee of CC, as well as through the use of Nextbike mobile application which is available on the devices equipped in iOS and Android systems and also in a stationary Customer Service point of Bialystok Public Transport. Information about stationary Customer Service point are available on the website.

3. During the registration process through the website [www.bikerbialystok.pl](http://www.bikerbialystok.pl), via the Nextbike application, in a stationary Customer Service Point of Białystok Public Transport or via telephone contact with the CC 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, email address,
  - c. PESEL number,
  - d. mobile phone number,
  - e. credit card number in case of credit card payment with the possibility of debiting,
  - f. education (optional)
  - g. occupation (optional).
4. During the registration process in BIKER Terminal the Client indicates the following personal details, which he is obliged to supplement with the additional data specified in clause 3, items b and c, no later than within 24 hours after registration:
  - a. mobile phone number
  - b. name and surname,,
  - c. credit card number with possibility of debiting in case of desire to top up the account.
5. Accounts with a balance of 0,00 PLN, including incorrect personal data can be automatically deleted from the database of BiKeR system.
6. During the registration process at BIKER Terminal the Client enters the PIN code of his own. Whilst, during the registration via: internet website, Nextbike application and BiKeR Contact Center-PIN code is generated automatically. Post registration the Client receives a confirmation from BIKER System regarding a successful registration as well as his individual PIN code which, together with an indicated mobile phone number, constitutes Client Identifier in BIKER System Client accounts with 0 PLN balance, containing correct personal data may be automatically deleted from the database of the Biker system..
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 Dz. U. 2016 poz. 922 ze zm.). 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 01-756, ul. Przasnyska 6b. Submission of personal data is voluntary, but necessary; lack of personal data submission prevents the use of BIKER System services. The information on the safety of personal data is available within the Privacy Policy document of Nextbike Polska, available at: <http://cust.nextbike.pl/link/vet-map/politykaprywatnosci.pdf>.
8. Personal data are processed exclusively for the needs of functioning of Nextbike systems and may be made available to other entities cooperating with Nextbike exclusively in the framework of the provisions of law in force..
9. The operator reserves the right to contact the customer in matters related to the implementation of the Regulations.
10. 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 BiKeR, as well as anonymous questionnaires sent by means of electronic post or available directly within the BiKeR 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.

11. 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 BIKER 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 (ie. 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. Operator reserves the possibility to contact the Client in matters related to realization of the Agreement.
12. Personal data are processed, stored and secured in accordance with the principles specified in the binding legal provisions.
13. Administrator of personal data is Operator that 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. Client data concerning specific transactions/ rentals are stored within the IT system of BiKeR. If there are no arrears in the scope of payments for the use of bikes data are deleted upon submission of a request for deletion by the Client, no earlier than post 2 years, and in case of submission of complaint such data are stored until exhausting of the complaint procedure and potential proceedings not caused, identification of Client's claim for evidence purposes.
14. In order to adjust the content and the services to the individual needs and interest of Clients, the Operator uses the so called cookies, that 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 BIKER 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 BIKER System.

## **VI. Payment methods**

1. Payment for services and products offered within the BIKER system may be conducted through:
  - a. debiting the account of credit card of the Client, or charging payment card account of the Client, and the related charging of payment of minimum 10 PLN
  - b. crediting the pre-paid Account via bank transfer or through payment via payment card, in particular, via [www.bikerbialystok.pl](http://www.bikerbialystok.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. Payment method may be altered freely through selecting the appropriate option in the BIKER System, available via [www.bikerbialystok.pl](http://www.bikerbialystok.pl).
2. Launching an order of charging the credit card occurs at the time when a given account is inactive. It may be conducted through entering payment card number, that is credit card, debit card in BiKeR Terminal, during contact with BOK BiKeR, as well as via Nextbike mobile application, available on devices with iOS and Android systems..
3. Payment form may be selected multiple times, upon logging in on the website [www.bikerbialystok.pl](http://www.bikerbialystok.pl) in the tab Top up your account. In order to resign from charging payment card account one must contact BOK in this regard.
4. The customer who presents a written confirmation of payment in a stationary Customer Service point, will receive automatic authorization of the payment.
5. All payments are transferred to the account of Operator.

6. If the Client requests it, the Operator will provide a VAT invoice. In order to do so, the Client should send an e-mail to the Operator's e-mail address, providing the data necessary to issue a VAT invoice, as well as the date and time of the bike rental and number of the bike.
7. The Operator will send the invoice in electronic format to the e-mail address with which the Client contacted the Operator. In justified cases, the Operator can send the invoice to another e-mail address provided by the Client

## **VII. Rental**

1. Rental of a bike is possible provided that the 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 credit card with possibility of debiting, via terminal, via contact with CC or via Nextbike mobile application through which these means are automatically transferred.
2. Rental of the bike is possible at any station of BiKeR and at other stations located in the Use Zone post prior launching of BiKeR Terminal, logging in and following instructions displayed on the BiKeR Terminal device. Release of electric lock is signalled by appropriate message displayed on BiKeR Terminal as well as sound signal. Rental may also be conducted by means of Nextbike mobile application or by contacting BOK-calling the numbers indicated on the terminal.
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 time at the BIKER Terminal, on Nextbike mobile application as well as in CC. The Client is obliged to ensure that the bike is equipped in protective rope, also called a clamp, prior to rental. In the event when it is missing, the Client is obliged to contact BOK and inform it of the absence of a clamp.
5. It is the Client's obligation to ensure, prior to commencing the ride, that the bike is suitable for the designated use, in particular, that the tyres of the bike are inflated, and the brakes are in order. 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.
6. In case of noting during rental or use of a given bike any damage or failure of the bike the Client shall be obliged to immediately inform BOK BiKeR of such problem and return the bike to the nearest BiKeR Station..
7. Rental and use of an unfit bike by the Client may result in his liability for any failures or damages resulting from the use, in case when the Client could have been able to identify the unsuitability of the bike.
8. It is recommended that the Client has, during rental, a working mobile phone in case of a necessity to contact CC.
9. The basket 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. The maximum weight of items within the basket cannot exceed 5 kg. Items placed in the basket cannot protrude above the rim of the basket; they should also not contain any sharp edges. If an accident occurs due to improper use of a basket, the Client shall bear full responsibility for the costs stemming from this. Operator shall bear no responsibility for damages or goods or items left within the basket during the rental.
10. Maximum permissible loading:
  - a. for traditional one, designated for the use by 1 person, may not exceed 120 kg
  - b. for tandem, designated for the use by 2 persons, may not exceed 170 kg
  - c. for children bike, designated for use by child of minimum 6 years old, may not exceed 60 kg

11. Handle located within tandem bikes should be used solely to carry drinks. The user is obliged to ensure that the carried drink is secured in a manner which prevents its falling out during the ride. In case an accident occurs the cause of which will be an inadequate use of the handles the Client shall bear responsibility for same and all the costs arising from such situation. The Operator shall not be responsible for any damages to goods or objects carried within the handles.
12. Use of children bikes is possible only under the supervision of a legal guardian who has an account in the BiKeR system. The legal guardian is required to oversee the ride throughout the duration of the rental until the return of the bike in the dock
  - a. children bikes are bikes with wheel rims measuring 20 inches, which are designed for children over 6 years of age and growth of 120 cm,
  - b. before renting a children bike the legal guardian must make sure that the child is able to ride a bike without using the so-called side wheels,
  - c. guardian takes full responsibility for the child during the children bike rental,
  - d. the rental and the return of children bike is possible only at certain stations equipped with the electrolocks for children bikes,
  - e. in case of the absence of the possibility of the return of children bike to the electrolock for children bikes (low electric lock), legal guardian is obliged to return the bicycle using a clamp or to contact the operator, through 24/7 hotline. CK worker will tell how the bike should be secured.
13. In case of any problems with the rental or return of the bike from BIKER Station the Client is obliged to contact CC by phone. The employee of CC will inform the Client of further actions to be taken. The rented bike ought to be used in accordance with its purpose. BIKER bike as a transport means is designated to move between BIKER Stations. It is not allowed to use BIKER bikes for mountain rides, jumps, stunt tricks, as well as racing and using the bike to pull or push anything is not allowed.
14. In the case of a breach of any of the above Regulations, especially in situations having caused damage to the Operator, the Operator reserves the right to block a Client's account until the matter is resolved.

### **VIII. Duration of rental**

1. The Client is obliged to return the bike no later than within 12 hours from its rental.
2. Exceeding a 12 hour time for a single use will cause additional charging of fees and penalties, in accordance with the Table of Fees and Penalties..

### **IX. Repairs and failures**

1. Any failures should be immediately reported to BOK BiKeR, within the maximum of 12 hours from bike rentals within the system. In case of each failure which prevents further ride the Client is obliged to stop and inform via telephone CC as well as return the bike to the closest BiKeR Station.
2. It is forbidden to conduct any repairs, modifications or replacements of parts within the rented bike on one's own. The only authorized entity to perform these actions is BiKeR Service.
3. The Client has an obligation to have the possibility of contacting CC at all times when renting a bike.
4. Stands for placing bicycles are equipped with a button for reporting failures when returning the bike. The button will be activated five seconds after plugging the bike into the electric lock of the rack. After pressing the button on the bike rack the LED will light up which indicates the report of bike failure.

### **X. Return**

1. Client is obliged to connect the bike with the bike stand in such a way so as the adapter mounted to the bike fork enters the electric lock which is an integral part of the stand and hold the bike until automatic closure of the lock. Automatic closure of the lock is signalized with sound signal and physical closure of the bike in the lock. The Client is responsible for correct securing and returning the bike within the system. In case of difficulties with returning the bike the Client is obliged to contact with 24/7 hotline.

2. If placing the bike within the electrolock is impossible (ie. lack of free bike stand at the BIKER Station or failure at BIKER Station) the Client is obliged to return the bike with the use of code lock, connecting the bike to the stand or another bike within the BIKER Station (or at other stations located in the Use Zone), lock down the code lock, press the "Return" button on the electronic part of BIKER Terminal and proceed according to instructions displayed. Once the lock is secured the Client may return the bike via Nextbike mobile application or through contacting CC.
3. In case of incorrect return of the bike, as specified in clauses X.1 nad X.2 the Client shall bear the costs of further rental and shall be responsible for a potential theft.
4. In case when during rental an accident or a collision occurs the Client shall be obliged to write down a statement or contact the police to visit the place of event. If a bike is damaged as a result of such event, all fees related to restoring the bike to the condition from before the accident/collision shall be borne by person responsible for the event post prior presentation of adequate document indicating the person responsible for committing the offence. In other cases, all costs related to the repair of the bike shall be borne by account holder. Furthermore, in case of occurrence of the above event the Client shall be obliged to inform BOK BiKeR of this fact no later than within 24 hours from such an event.

## **XI. Charges**

1. Charges are calculated according to the rates specified in the Tables of charges and penalties, constituting an annex to the Terms of Service, available on [www.bikerbialystok.pl](http://www.bikerbialystok.pl) and within BIKER Terminals.

Fees for Standard Bikes (regardless of the system they belong to) are calculated by following charges for renting a Bike operating in the city (one of the Use Zones), in which the Standard Bike is rented.

The basis for the calculation of a charge is the number of minutes of rental, measured from the moment of bike rental in BIKER Terminal, or from the moment of obtaining the code lock which releases the securing rope, to the moment of connecting the bike with electrolock or obtaining the confirmation from the BIKER 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. The charge for a single rental is a sum of charges for the subsequent time periods, ie. the cost of a 150-minute rental equates to 7 PLN.
3. Time of charging is divided into one-hour periods with the exception of the first hour of rental during which the period of the first twenty 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 0,00 PLN within 7 days. To continue to use the BiKeR system the Customer must top up the account to a minimum state of 10,00 PLN. 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 Operator of BIKER system 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 BIKER.

## **XII. Responsibility**

1. The Operator realizes the services related to the maintenance of BIKER and bears full 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. Any claims and complaints resulting from them ought to be directed by the Clients to the address of the Operator.
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 Client should file a complaint within 7 days from the date of the event being the reason for 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@bikerbialystok.pl](mailto:bok@bikerbialystok.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 identification of the Client, will not be considered.
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 of its reception or modification, and in particularly complex matters this occurs within 30 days, while in the case of a complaint concerning a transaction conducted with the use of a payment card, it might take up to 90 days from the date of submission. In the case of a need to supplement the complaint, the term for its review commences on the day when the Operator receives the documents which supplement the complaint or which provide additional explanations/information. Should the Operator be unable to meet the deadline for reviewing a complaint, the Operator will inform the Client of any delays, indicating the cause of a delay (circumstances which must be established) and the expected term for reviewing the complaint.
7. The process of considering the complaint commences immediately after it is received by the Operator. It is characterized by thoroughness, attention to detail, objectivity and respect of the generally binding provisions of law and good practices.
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 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 reply in both form and content.
10. CC 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 CC. 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 CC.
12. The Client may:
  - a. direct an appeal against the decision of the Operator directly to CC within 14 days from the date of receipt of the reply to the complaint.

- b. launch civil action in the adequate court.

13. The operator does not provide the possibility of the non-judicial means of dealing with complaints and redressing.

14. In accordance with Regulation of the European Parliament and of the Council (EU) No 524/2013 of 21 of May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22 / EC (Regulation on consumer ODR), the operator hereby provides an electronic link to the online platform for ODR (Online Dispute Resolution): <https://webgate.ec.europa.eu/odr>. The ODR platform allows non-judicial settlement of disputes between traders and consumers. Settlement of disputes through this method is voluntary.

#### **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@bikerbialystok.pl](mailto:bok@bikerbialystok.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 Annex no. 2 to the act on consumer rights ( Journal of Laws of 2014, item 827 as amended), 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 30 days from the day of receipt by the Operator of the declaration regarding withdrawal from the Agreement. The return of funds is conducted on the bank account indicated by the Customer.

The right to withdraw from the Agreement is not granted to the Client in reference to the agreements specified in sec. 38 of the act on the consumer rights (Journal of Laws from 2014, item 827 a amended), and in particular, it is not possible post realization of the 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@bikerbialystok.pl](mailto:bok@bikerbialystok.pl) or to the postal address of the Operator.
2. Termination of agreement shall occur within 14 days from the date of delivery of the Termination document to Operator, subject to topping up within the above term means the pre-paid account by the Client to reach 0 PLN balance. Failure to top up the account within the above term will cause ineffectiveness of agreement termination..
3. If means on the pre-paid account exceed 0 PLN on the day of termination of agreement, they will be returned to the bank account indicated by the Client, unless the Client agreed to a different solution within Agreement Termination. Another solution ought to be indicated by the Client within the submitted declaration. Return of funds will occur within the maximum of 30 days from the date of Agreement termination. The returned amount will be decrease by any applicable transfer related costs..

#### **XVI. Final Provisions**

1. The acceptance of the hereby Terms of Service and the rental of the bike indicate: a declaration of the health state which prevents safe movement on a bike; ability to ride a bike; possession of permissions required by provisions of law and knowledge of road traffic provisions.
2. The Operator reserves the right to terminate the Agreement with a notice of 14 days in case the Client breaches the provisions of the hereby Terms of Service (ie. 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 pre-paid account, provided that

they were not used by the Operator previously to cover the payable liabilities chargeable to the Client.

3. Operator shall be obliged to introduce changes within Terms of Use or Privacy Policy with an immediate effect. Information on any amendments to the Terms of Use or Privacy Policy shall be sent via email to the email address of the Client, provided by him during registration. Lack of written information about lack of acceptance of any amendments to the Terms of Use or Privacy Policy sent by BOK BiKeR within 14 days from its sending to the Client shall mean acceptance of the introduced changes within the Terms of Use or Privacy Policy 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 foreign language version of the Terms of Service, the Polish version of the document shall prevail.

### BIKER TABLES OF CHARGES AND PENALTIES

Type of charges			Gross value
Initial fee			10 PLN
Duration of rental:	Basic fee	Duration of rental:	Fee available for users of Białystok Public Transport*
1 to 20 minutes	0 PLN	1 to 30 minutes	0 PLN
21 to 60 minutes	1 PLN	31 to 60 minutes	1 PLN
Second hour	3 PLN	Second hour	2 PLN
Third and every other hour	5 PLN	Third and every other hour	4 PLN

Penalties	
Letter notifications regarding breaching the Terms of Service	10 PLN
A return of a bike in other place than official BiKeR station	50 PLN + 5 PLN/km
Payment for exceeding the 12 hour limit of rental	200 PLN
Fee for abuses associated with the use of a bicycle	200 PLN
Theft, loss or damage of a bike	2000 PLN
Theft, loss or damage of a children bike	1900 PLN
Theft, loss or damage of a tandem bike	7000 PLN

#### Fees specified in the Table are VAT inclusive

\* The relief tariff is granted to the Customers of the BiKeR who identify themselves at the terminal by means of Electronic Card BKM with encoded valid periodical ticket entitling to the transport by municipal transport within B Zone tariff (I zone tariff) in the town of Białystok, including the town of Choroszcz.

#### Annex no. 2 Costs of bike repair and restoration within the BIKER System

NAME	unit of measurement	PRICE*	VAT 23%	TOTAL
Fork adapter	piece	84.00 PLN	19.32 PLN	103.32 PLN
Front mudguard	piece	9.50 PLN	2.19 PLN	11.69 PLN

Back mudguard	piece	9.50 PLN	2.19 PLN	11.69 PLN
Chip	piece	24.78 PLN	5.70 PLN	30.48 PLN
Tube 26x2.125	piece	8.40 PLN	1.93 PLN	10.33 PLN
Bell	piece	3.60 PLN	0.83 PLN	4.43 PLN
Brake lever, right side	piece	9.92 PLN	2.28 PLN	12.20 PLN
Pipe TP-06 Allu. Regulated/ Silver	piece	0.60 PLN	0.14 PLN	0.74 PLN
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 derailleur	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
Electrolock	piece	672.00 PLN	154.56 PLN	826.56 PLN

\* may be subject to changes

Below is the list of approvals that is taken from the customer along with the records:

- a) 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)\*.
- b) 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. \*
- c) 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.
- d) 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.
- e) 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.