



Terms of Service
of „BiKeR” System Białostocka Komunikacja Rowerowa

Valid from 26 June 2020

I. General Provisions

1. The hereby Terms of Service specify the principles and conditions of using the System of Białostocka Komunikacja Rowerowa (hereinafter: BiKeR), launched and operating within administrative borders of the city of Białystok and Communes Choroszcz and Juchnowiec Kościelny.
2. Terms of Service of BiKeR as well as the Privacy Policy are available free of charge on the internet website www.bikerbialystok.pl in such a way so as to enable familiarising with the content, obtaining, broadcasting and recording them. These documents may be obtained at the headquarters of Nextbike Polska S.A. with its registered seat in Warsaw, which is the Operator of BiKeR.
3. Contact:
Nextbike Polska S.A.
ul. Przasnyska 6b
01 – 756 Warszawa
e-mail: bok@bikerbialystok.pl
tel.: 85 871 01 01
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

1. **Mobile Application** – mobile application enabling the use of BiKeR. The use of Mobile Application is possible on smartphone type of devices with an adequate, valid Android or iOS system, which facilitates the download of Mobile Application from an online store. The Application is available for download free of charge at Google Play stores and Apple AppStore, whilst permanent access to the Internet as well as registration of Client Account within BiKeR System is the condition for its download and use.
2. **Account Blockade** – preventive measure consisting of preventing the use of BiKeR, which may be applied by the Operator in case of breaching by the Client of provisions of the hereby Terms of Service, in particular, in case of a breach which constitutes a damage to the property of the Operator.
3. **Customer Centre of Białostocka Komunikacja Rowerowa /CC BiKeR** – service launched by the Operator which ensures contact with the Operator by means of:
 - a. hotline available 24/7 at the following number: 85 871 01 01
 - b. electronic post at the address bok@bikerbialystok.pl.Information regarding CC operations are available on the website www.bikerbialystok.pl.
4. **O-lock blockade** – means of securing Bikes in the form integrated with “O” clamp frame the closing of which enables completion of Rental. Furthermore, the blockade also secures the Bike at the time of using Standstill function. O-lock blockade is mounted on the rear wheel and it remains open throughout the ride. It comprises a compulsory accessory of every Bike.
5. **Promotional Voucher/Bonus** – a voucher offered by the Operator which enables topping up Client Account. The voucher amount and its designation is established by the Operator and it is non-



refundable. The means from the vouchers are used in the first place, prior to the means paid in by the Client.

6. **Price list and Table of Additional Fees** – price list of BiKeR services and charges, constituting an integral part of the Agreement. Price List and Table of Additional Fees constitutes Appendix no. 1 to the hereby Terms of Service and is available on the internet website as well as within Nextbike Mobile Application.
7. **Duration of Rental** – time counted from the moment of Rental (unlocking) of the Bike to the moment of Bike Return through closing of its O-lock Blockade. Whilst, it is assumed that Standstill is calculated into the Duration of Rental.
8. **GPS** – device mounted on the Bike, serving the function of monitoring the Bike's location and positioning.
9. **Client Identifier** – individual number assigned to a Client, corresponding to the number of the mobile phone indicated during registration and a 6-digit PIN number. Any RFID proximity card may also constitute an identifier. Details on registration and Client IDs have been specified in Chapter VI. Registration.
10. **Client/ User** – any natural person, participant of the BiKeR System, who has accepted the Terms of Service and carried out registration in the BiKeR System, thus concluding Agreement with the Operator.
11. **Client Account/Account** – personal Client Account created during registration for the purposes of using BiKeR System as well as charging fees in line with Appendix no. 1 to the Terms of Service. The Client may link compatible cards and mobile devices with his or her account at , in accordance with RFID standard, facilitating the process of Bike Rental.
12. **Cost of repairs** – cost calculated by the Operator in relation to the damage of Bike, based on the price list constituting Appendix no. 2 to the hereby Terms of Service.
13. **Top up amount** – payment of the minimum of 1 PLN, submitted towards Rentals onto Client Account. The initial payment should be submitted in the amount of 20 PLN as a minimum; 10 PLN of Initial Fee (non-refundable) and 10 PLN for maintenance of the Minimum Account balance (to be used for the rides).
14. **Minimum Account balance** – minimum balance which a Client ought to have (independently from the Initial Fee) in order to be entitled to Bike Rentals.
15. **Non-authorized ride** – use of a BiKeR Bike without bike rental registered on Client Account.
16. **Operator** – company Nextbike Polska S.A. realizing the service of BiKeR maintenance with its registered seat at Ul. Przasnyska 6b, 01-756 Warszawa, entered into the Register of Entrepreneurs of the National Court Register, maintained by the District Court for the city of Warsaw in Warsaw, XII Economic Department of the National Court Register under the following numbers: KRS 0000646950, REGON 021336152, NIP 8951981007
17. **Initial fee** – entrance fee , paid by Clients upon registering in the BiKeR System. The level of initial fee has been defined in Appendix no. 1. Initial fee is a one-off and non-refundable payment. It will not be set off against further rental fees.
18. **Privacy Policy** – separate document to the document of Terms of Service, which specifies the conditions for the processing of Client personal data by the Operator. Privacy Policy is available under the link www.bikerbialystok.pl/polityka-prywatnosci.



- 19. Explanatory proceeding** – a set of actions undertaken by the Operator, targeted at establishing the circumstances and events occurring in relation to the use of bikes, in particular, those related to breaching of the Terms of Service, accidents and collisions or damages to the property of the Operator.
- 20. Standstill** – function enabling parking of a Bike without having to return it. Standstill is available at the level of the Mobile Application.
- 21. Terms of Service** – the hereby Terms of Service shall define the principles and conditions of availing of the BiKeR System, and in particular, conditions, scope of rights and obligations and responsibility of persons who avail of the possibility of renting bikes in the BiKeR System.
- 22. Children Bike** – bike equipped in wheel rims in the size of 20 inches, designated for the use by one child at a time who is above 6 years old and who has a minimum height of 120 cm and body weight up to 60 kg. The use of Children Bikes may occur exclusively under supervision of legal guardians.
- 23. Standard Bike** – basic type of bike made available within the BiKeR System by the Operator. Bikes of this type are designated for use by one person who completed the age of 13 and is between 150 and 195 cm tall. Bikes of this type have wheels with rims measuring 26 inches and their load capacity amounts up to 115 kg of the sole ridding person. It is equipped in a basket with capacity of 15 litres.
- 24. Standard Bike with a Child Seat** – is a standard bicycle equipped with a child seat designed to carry children from 9 to 22 kg, who are able to sit without assistance for at least the intended time of cycling. Carrying a child in a child seat may occur solely under the supervision of the child's legal guardian. Details of use of the bikes with a child seat are available in Appendix no. 3 to the Terms of Service.
- 25. Tandem type of bike** – bikes designated for use by two persons with total weight up to 230 kg.
- 26. BiKeR Service** – actions performed by the Operator in relation to the exploitation, repairs and maintenance of the BiKeR System.
- 27. BiKeR Station** – place of Rental and Return of Bikes by Clients, marked with a BiKeR symbol, equipped in bike stands, whilst the Bikes are parked (returned) by means of O-lock Blockades. Information about locations of the BiKeR Stations may be found on the internet website as well as in the Mobile Application.
- 28. User Zone** – administrative borders of the city of Białystok and the communes of Choroszcz and Juchnowiec Kościelny.
- 29. Non-authorized Zone** – places/areas in which the Client may travel by means of BiKeR Bikes, however, it is not allowed to Return the Bike within them. Above all, the Non-authorized Zone encompasses all water reservoirs, forest areas, parks, cemeteries. Non-authorized Zone specified by the BiKeR Operator is available on the BiKeR website, Nextbike Mobile Application and CC BiKeR.
- 30. Website** – internet website launched by the Operator, www.bikerbialystok.pl, which contains all necessary data for the commencement and subsequent use of the BiKeR System.
- 31. System of Białostocka Komunikacja Rowerowa /BiKeR System** – system of Bike rental stations launched by the Operator which includes, in particular, Bikes, technical infrastructure, software and devices which enable Rental and Return of Bikes.
- 32. Agreement** – Agreement between the Client and the Operator which establishes mutual rights and obligations specified in the hereby Terms of Service. It is considered that the Agreement containing the provisions of the hereby Terms of Service shall be automatically concluded at the time of Registration of the Client within the BiKeR system and subject to submission by the Client of declaration of acceptance of Terms of Service. Personal Data Controller shall be Nextbike Polska S.A.



33. Bike Rental/ Rental – unblocking of the Bike by means of Client Identifier or via another method as specified in Clause VI.4 in order to commence a journey. Rental process is specified in detail in Clause VII. of the Terms of Service.

34. Bike Return/Return – returning the Bike to the BiKeR Station or outside of it through locking of the Bike's O-lock Blockade. The process of Bike Return is specified in Clause X of the Terms of Service. Use of the Standstill function is not understood as Bike Return.

III. General Principles of using the System of Białostocka Komunikacja Rowerowa.

1. The condition for use of the BiKeR System is the submission by the Client: of personal data required upon registration, the acceptance of conditions defined in the hereby Terms of Service, as well as payment of initial fee and clicking on the activation link. The condition for the use of BiKeR is, furthermore, maintenance of a minimum top up level on Client Account during the time of each rental, in the amount of no less than 10 PLN (in words: ten zloty).
2. Persons who are above 13 years of age but did not complete 18 years of age (further referred to as Minors) may avail of the BiKeR System subject to the consent of their Parent or Legal Guardian. Such parent or legal guardian bears responsibility on account of any potential damages which may occur, in particular in relation to the non-execution or incorrect execution of the Agreement and they undertake to cover ongoing commitments specified in Appendix no. 1 and Appendix no. 2. It is required that consent of at least one of the parents or legal guardians for the use of Account by a minor is submitted to the Operator:
 - a. in the form of a scanned letter via electronic means to the address bok@bikerbialystok.pl,
 - b. via registered letter sent to the address of the Operator,
 - c. submitted in person at the headquarters of the Operator.

The consent should include:

- d. telephone number of the minor on which the Account is registered,
- e. first name and surname of the parent or legal guardian,
- f. consent for the use of the BiKeR System by the minor,
- g. first name and surname of the minor,
- h. date of birth of the minor,
- i. handwritten signature of the parent or legal guardian,
- j. date and place of granting the consent.

Sample consent may be found at www.bikerbialystok.pl

3. The Client may rent up to 4 Bikes simultaneously.
4. The use of Rented Bikes is permitted within the User Zone.
5. The use Bikes within the BiKeR System may take place solely and exclusively for non-commercial purposes under the pain of calculating additional fees in accordance with the provisions of Appendix no. 1.
6. Parties to the Agreement undertake to mutually inform each other of any changes to addresses or other data identifying them, indicated during registration in the system.

IV. Responsibility and commitment

1. The Operator realizes services related to the maintenance of the BiKeR System and bears responsibility for its proper functioning.
2. The Operator shall not bear responsibility for any direct or consequential 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. The above provision shall not affect, in the scope of agreements concluded with Clients, of Art. 473 of the Civil Code.

3. The Client is responsible for the use of the Bike in accordance with its designation and in line with the provisions of the Terms of Service as well as the applicable law.
4. The Client is responsible for the use of the Bike in accordance with its designation and in line with the provisions of the Terms of Service as well as the applicable law. In the event of non-compliance with the conditions contained within the Terms of Service of the Operator, he shall be entitled to block the Client Account. Detailed conditions related to such blocking have been specified in Clause XII of the hereby Terms of Service.
5. The User shall be obliged to protect the log in data against unauthorized access of third parties under the pain of being charged for the costs of use of the service by parties who have obtained the log in data by the fault of the User.
6. The Client shall be responsible for all damages and demolitions stemming from non-compliance with the Terms of Service. The Client may be charged with costs of repair of such damages, including the cost of bike restoration specified in Appendix no. 1 Price list and Table of Additional Fees and Appendix no. 2 Costs of repair and restoring of a bike in the BiKeR System. The Operator shall submit an adequate receipt or VAT invoice to the Client for completion of the necessary repair works.
7. The Client bears full and total responsibility and undertakes to cover any tickets, fines, fees etc. obtained by the Client, related to the use of the Bike and imposed on them out of their own fault. The Client shall not bear any responsibility for tickets, fees etc. which have been imposed on them and which stem from the Operator's fault.
8. It is not permitted to use BiKeR Bikes for mountain trips, jumps, stunts. Racing and using the Bike in order to pull or push anything is forbidden. Carrying luggage is allowed solely by means of a basket designated for this purpose; it is not permitted to hang anything on the bike frame or on any other bike elements.
9. The use of BiKeR Bikes by persons under the influence of alcohol or other narcotic substances, psychotropic substances or equivalents in the meaning of provisions on counteracting drug addictions; strong anti-allergic drugs, other medicines which by definition are forbidden or recommend not to be applied for drivers of any vehicles, is forbidden.
10. Transport of BiKeR Bikes by means of vehicles and other means of transport owned by private persons and all types of public means of transport is forbidden.
11. The use of any protection which is not a standard BiKeR System element in order to immobilize a bike is forbidden. The Operator reserves the right to remove inadequate protections applied by the Client. All costs of restoring Bikes to the state enabling realisation of further Rentals shall be borne by the Client, in accordance with Appendix no. 1 to the Terms of Service.
12. The Client is responsible for the Bike he or she rents from the moment of Rental to the moment of Return. Non-authorized rides shall result in calculating fees in accordance with Appendix no. 1.
13. In case of lack of return of a Bike due to any reason, including also in case of its loss or theft, the Client shall be burdened with a contractual penalty in accordance with Appendix no. 1 for each lost Bike.
14. The Client undertakes to return the bike in the same state as it was in at the time of Rental. In particular, the Client is obliged to undertake actions targeted at preventing staining of the bike or occurrence of any damages outside of the standard use as well as theft of the rented Bike.
15. In case of theft of Bicycle in the course of Duration of Rental, the Client is obliged to notify the Customer Centre immediately after noticing the event.



16. In case of improper Bike Return out of the Client's fault, the Client bears the costs of its further Rental and is responsible for any potential theft or damage. In case of difficulties with returning the bicycle, the Client is obliged to contact CC BiKeR.

V. Payments.

1. Fees within the BiKeR System are calculated according to the rates specified in Appendix no. 1 Pricelist and Table of Additional Fees, available on the website, within the Mobile Application and at CC BiKeR. The basis for calculating the fee for the use of a Bike is the Duration of Rental.
2. Payments for services and products offered within the BiKeR System may be conducted through:
 - a. the use of payment cards,
 - b. online payments available after logging in onto the website, to one's Client Account,
 - c. payment form, realized at a post-office or at a bank, generated by the payment operator. The form is available upon logging in on the website, within Client Account,
 - d. through authorizing the BiKeR System Operator to charge one's credit or debit card with all calculated fees, including also the amounts payable in relation to each delayed return, fees on account of damages, theft or loss of Bike/Bikes.
3. Information on payment cards is processed by an external service provider and is not stored or available to the Operator.
4. All payments are transferred to the Operator's account.
5. At Client request, the Operator shall provide the Client with a VAT invoice. For this purpose, the Client shall contact the Operator by e-mail to the e-mail address of the Operator in order to indicate the data necessary to issue a VAT invoice.
6. If the charged fees exceed the funds available, the Client is obliged to top up his/her Account at least to a balance equal to PLN 0 within 3 working days. In case of failure to settle overdue payments, the Operator reserves the right to commence adequate legal steps against the Client, targeted at obtaining the payment on account of the realized Agreement, which results in the blocking of Account until the time of payment of receivables. The Operator shall be entitled to charge statutory interest on any delays in payments of amounts due from the date of their maturity until the factual day of performing payments in the full amount.
7. In case if the Client remains in arrears with payments towards the Operator, the Operator reserves the right to pass the information on overdue amounts to entities indicated by appropriate provisions of law. The Client acknowledges that BiKeR Operator is entitled to transfer the overdue receivables towards the Client, stemming from the Agreement concluded with him, onto third parties, which will entitle these third parties to pursue the said receivables from the Client. The Operator realizes services related to the maintenance of BiKeR System and bears responsibility for its proper functioning.
8. Reimbursement of payments made for Rentals may be performed post termination of the Agreement. During the term of Agreement with BiKeR Operator, no payments for Rentals (top-up amounts) can be subject to reimbursements.
9. The amount of Promotional Voucher that credited Client Account is not refundable. It is used prior to the use of the funds paid by the Client. Details of the amount, validity period and the reason for awarding a Promotional Voucher are set out in the current promotional terms and conditions available on the Website.

VI. Registration.

1. A necessary condition for using the BiKeR System is prior registration of the Client in the System..



2. Registration can be done through:
 - a. Website,
 - b. Mobile application,
 - c. telephone contact with CC BiKeR.
3. During registration, indication of the following personal data is required:
 - a. mobile phone number,
 - b. first name and surname,
 - c. contact address, that is city, street including flat/house number, postal code, country,
 - d. Email address,
 - e. PESEL number,
 - f. optionally – payment card number in case of payment with credit card with the possibility of charging it,

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

4. After successful registration the Client receives an automatically generated PIN code which, along with the telephone number, serves the purpose of logging in onto Client Account. Log in data are sent by SMS to the indicated telephone number.

To ensure the process of logging in to the Account and Bike Rental, the Client may connect an RFID card to his or her Client Account. The method of connecting the card with Client Account is described within the manual available on the website and at CC BiKeR. The Operator offers a possibility of purchasing dedicated RFID BiKeR cards. Detailed conditions of such purchase have been specified within the Terms of Service for the service of RFID BiKeR cards' sale.

5. A link will be sent to the email address indicated during the process of registering. Clicking on the link serves the purpose of verifying correctness of that email address and constitutes one of the elements which must be fulfilled in order to activate Client Account.
6. Activation of Client Account will occur after the fulfilment of all below conditions:
 - a. All data required for successful registration have been entered on Client Account,
 - b. The Client has clicked on verification link,
 - c. The Client has made the initial fee payment.
7. Client Accounts that contain incorrect personal data with 0 PLN balance may be automatically removed from the BiKeR base.

VII. Rental.

1. Bike rental is possible provided that the Client has an active account status. Active account status is understood as:
 - a. clicking on activation link after registration,
 - b. having a minimum amount of 10 PLN on Client Account,
 - c. or defining within Nextbike Mobile Application or via the website one's credit card with the possibility of charging as the preferred form of payment, from which the funds will be automatically charged.
2. BiKeR Bikes may be rented by means of:
 - a. Mobile Application,
 - b. placing RFID card assigned to Client Account on the Bike's reader,



c. telephone contact with CC BiKeR.

3. Bike Rental is possible at any BiKeR Station or outside of it.
4. It is the Client's obligation to ensure, prior to commencing the ride, that the bike is suitable for the designated use, in particular, that the tyres of the bike are inflated, and the brakes are in order as well as the lights operate.
5. In case of noting during Bike Rental of any defects in the Bike, the Client is obliged to immediately report the problem to CC BiKeR or via Mobile Application and, provided that it is possible, to return the Bike to the closest possible Station.
6. In case when during rental of a Bike an accident or collision occurs, the Client is obliged to write a statement or call the Police to the site. Furthermore, in case of occurrence of the above event the Client is obliged to inform CC BiKeR of this fact no later than within 24 hours post the event.
7. It is recommended that the Client has a mobile phone with them through which connection may be made with CC BiKeR if necessary.
8. The Rented Bike may be used within the User Zone. In the course of rental, the User may cycle beyond the functional area of User Zone, however, he or she is obliged to return to it prior to completing Rental and return it within the area of User Zone, otherwise the User will be charged with a fee in accordance with Appendix no. 1.

VIII. Duration of Rental

1. Duration of Rental of the Bike commences at the time of Bike release, in accordance with Clause VII.2 of the Terms of Service as well as unlocking of O-lock Blockade. It ends at the time of Bike Return, in accordance with Clause X.3 of the Terms of Service, thus, closing of O-lock Blockade. The use of Standstill function is not understood as Bike Return and it is included in the Duration of Rental.
2. The Client is obliged to return the Bike within the maximum Duration of Rental, that is within 12 hours.
3. Exceeding the duration of hours in a single rental causes additional charging of the fee in accordance with Appendix no. 1.
4. The Operator reserves the right to prior contact with the Client in case of any doubts concerning the state of Bike (i.e. Low battery level, non-typical location of the Bike).

IX. Standstill.

1. The Operator allows the possibility of parking Bikes during Rentals through the function of Standstill. The use of Standstill function is equivalent to Bike Return.
2. Standstill function is available solely in the Mobile Application. After selecting it one must manually close the O-lock Blockade.
3. Duration of Standstill is calculated in the Duration of Rental.

X. Return.

1. Returns of BiKeR Bikes are possible within the User Zone (subject to Clause II. 29.) via one of the following methods:
 - a. Standard Return – Bike Return at BiKeR Station, post Rental from a Station,
 - b. Premium Return – Bike Return at BiKeR Station, post Rental from outside a Station,
 - c. Paid Return – Bike Return outside of BiKeR Station but within the User Zone.

Premium amounts and fees for the manner of Return X.1 b and c are specified within Appendix no. 1.



2. Bike Returns in hardly accessible or closed areas as well as in the Non-authorized Zone are not allowed under the pain of calculating an additional fee in line with the provisions of Appendix no. 1. Hardly accessible places are understood as, for instance, closed parking lots or shopping malls, closed housing estates, private estates.
3. The Client conducts Bike Return through closing of the Bike O-lock Blockade. The Bike should be immobilized in such a way so that the front Bike wheel remains in a straight line towards the Bike frame and the Bike remains stable. The Bike must be parked in line with traffic regulations, not hindering bike, road or pedestrian traffic.
4. The Client shall be responsible for correct return and securing of the Bike. Failure to adhere to this obligation may result in:
 - a. calculation of fees for the use of a Bike in accordance with the Price List, and in case of rental exceeding the maximum Rental Duration, calculation of an additional fee in accordance with Appendix no. 1 of the Terms of Service,
 - b. calculation of contractual penalty for loss, theft or damage of a Bike in accordance with Appendix no. 1 to the Terms of Service (depending on the type of Bike),
 - c. calculation of the fee for leaving the Bike (regardless of the type) in hardly accessible location and not in the BiKeR Station in accordance with Appendix no. 1 to the Terms of Service,
 - d. charging the fee for abandoning the Bike (regardless of its type) outside of the User Zone, in accordance with Attachment No. 1 to the Terms of Service.
 - e. calculation of the fee for abandoning the Bike (regardless of its type) in Non-authorized Zone, in accordance with Appendix no. 1 to the Terms of Service,

Fees sum up.

XI. Failures and repairs

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

XII. Blockade of User Accounts.

1. The Operator reserves the right to temporarily block Client's account in the BiKeR System in case of non-compliance with the conditions of BiKeR Bikes, specified in the hereby Terms of Service.
2. In particular, the account blockade may occur, when the Client:
 - a. failed to provide personal data specified in Clause VI of the Terms of Service,
 - b. uses the Bike not in compliance with its designation,
 - c. leaves the Bike unsecured.
3. Account Blockade may also occur in case when the Bike has been lost post its Rental.
4. Permanent Blockade of Client Account prevents any future setting up of subsequent Accounts and constitutes termination of Agreement with the Client due to his/her fault.

XIII. Complaints

1. Complaint is an expression of discontent by a Client on account of the provided service or the course of process related to the provided service and, ultimately, a demand for correction of the service or a



reimbursement of entirety or part of the calculated fee. Submissions which do not contain claims directed at the Operator shall not be considered as complaints.

2. Complaints ought to contain at least such data as: first name, surname, address, telephone number, allowing for Client identification. In case of lack of data that would enable identification of a Client, the Operator will leave such submission unattended.
3. All complaints concerning the services provided on the basis of the Terms of Service may be submitted:
 - a. via electronic means to the email address indicated in Clause I.3,
 - b. via electronic means through the contact form available on the website,
 - c. through Mobile Application,
 - d. via telephone,
 - e. via registered letter to the postal address of the Operator indicated in Clause I.3,
 - f. in person at the premises of the Operator.
4. If data contained within the complaint require supplementation, the Operator requests that the complaining person supplements the complaint within the indicated scope prior to reviewing the complaint. Prior to considering complaints, the Operator may also turn to the Client with a request to supplement, at a designated time, data on the Account, indication of which is required by the provisions of the Terms of Service. In case of lack of data, the Operator will leave such submission unattended.
5. The recommended term for submission of complaints amounts to 7 days from the date of occurrence of the event which constitutes the cause of a given complaint.
6. Submitting a complaint does not release the Client from the obligation of a timely realization of the obligations towards the Operator.
7. The Operator shall process a complaint within 14 days from the date of obtaining it and in case of matters of more complicated nature, this period may take up to 30 days. In case of the necessity to supplement the complaint the term for reviewing the complaint commences on the day of receipt of documents by the Operator which supplement the complaint, or which provide additional explanations/information. In case of an inability to meet the deadline for the review of a complaint, the Operator will inform the Client of any delays, indicating the cause of a delay (circumstances which must be established) and an expected term for the review of the complaint.
8. Response to a complaint shall be posted to the Client via electronic post or traditional post to the correspondence address in a manner specified in the complaint. The Operator may post a response to an alternative address / email address indicated by the Client submitting the complaint within the correspondence.
9. The Client may appeal against a decision issued by the Operator. The appeal will be considered within 14 days of its receipt by CC BiKeR. The appeal ought to be submitted in one of the following manners:
 - a. via electronic means to the email address indicated in Clause I.3,
 - b. via electronic means through the contact form available on the website,
 - c. via registered letter to the postal address of the Operator indicated in Clause I.3,
 - d. in person at the premises of the Operator.
10. The Client may:
 - a. refer the appeal against the Operator's decision directly to CC within 14 days from the date of receipt of the response to the complaint,
 - b. launch court actions against the Operator before the relevant general court.



XIV. Termination of Agreement

1. Withdrawal from Agreement:

- a. The Client may withdraw from the Agreement concluded with the Operator – pursuant to the provisions of law, without giving any reason, within 14 days from the date of its conclusion. The deadline shall be deemed met if, before its expiry, the Client sends a statement of withdrawal from the Agreement to the Operator.
- b. The Client may withdraw from the Agreement by:
 - i. sending the Operator a statement of withdrawal from the Agreement to the e-mail address specified in Point I.3,
 - ii. sending a written statement on withdrawal from the Agreement to the Operator by registered mail to the postal address specified in Clause I.3. For this purpose, the Client may use the withdrawal form contained in Annex 2 to the Act of 30 May 2014 on Consumer Rights (Journal of Laws 2019, item 134 as amended), however, this is not obligatory.
- c. In case of withdrawal from the Agreement, the Agreement is treated as non-concluded. In case of withdrawal from the Agreement each party is obliged to return to the other party all the items it obtained on the basis of the Agreement. The return of services occurs no later than within 14 days from the day of receipt by the Operator of the declaration regarding withdrawal from the Agreement. Payment reimbursement is performed by means of the same methods of payment which were used by the Client in the course of initial transaction, unless the Client indicates another solution within the declaration of withdrawal from Agreement. Another solution ought to be indicated by the Client within the submitted declaration.
- d. Should, pursuant to the demand of the Client, the execution of service commence prior to the expiry of the term of withdrawal from Agreement, the User is obliged to pay for the services fulfilled until the moment of withdrawal from Agreement. The reimbursement of means remaining on the account occurs no later than within 14 days from the day of receipt by the Operator of the declaration regarding withdrawal from the Agreement.

2. Termination of the Agreement upon application of the Client

- a. The Client has the right to terminate the Agreement. Termination may be submitted by the Client in the following manner:
 - i. via electronic means to the email address indicated in Clause I.3,
 - ii. via electronic means through the contact form available on the website,
 - iii. via registered letter to the address of the Operator indicated in Clause I.3,
 - iv. in person at the premises of the Operator.
- b. The termination of Agreement takes effect immediately, within 14 days from the date of receipt of the termination by the Operator. Liquidation by the Operator of Client Account within the BiKeR System shall be the result of Agreement termination.
- c. Prior to terminating the Agreement the Client is obliged to top up the means on the Client Account to reach the balance of 0 PLN. Termination of Agreement in a situation where Client Account balance is negative shall remain without effect on the Operator's right to pursue the amount equal to the unsettled liabilities of the Client for the Operator's provision of services.
- d. If the funds on Client Account exceed 0 PLN on the day of Agreement termination they will be reimbursed to the bank account indicated by the Client in the application form, unless the Client consented to an alternative solution within Termination of Agreement. Another solution ought to be indicated by the Client within the submitted declaration. The termination of the Agreement takes effect immediately, within 14 days from the date of receipt of the termination by the Operator. In case when reimbursement of funds is related to the necessity of incurring



additional costs on the side of the Operator in the form of transfer costs, these costs shall be deducted from the means to the reimbursement of which the Client is entitled.

3. The Operator may terminate the Agreement subject to the 7-day notice period (seven days) in the event of occurrence of a significant cause, such as in particular: liquidation of the BiKeR System or ceasing of operations or change of the scope of BiKeR System operations.
4. Termination of Agreement for the provision of services via electronic means by the Operator shall occur through sending a statement of termination of Agreement for the provision of services via electronic means to the electronic post address of the User specified in Client Account or via submission of a declaration to the User in any other manner.
5. Subject to clause 6 above, the consequence of termination of Agreement shall be the liquidation of Client Account by the Operator.
6. In case when during the term of the hereby Agreement the User has availed of bike rental in other cities on the basis of the principle of compatibility of Systems, in accordance with Clause I (4) of the Terms of Service and in the framework of registration to that subsequent service he or she did not set up a new account, Client Account shall not be liquidated. The service of Client Account shall continue to be provided according to the conditions specified in the Terms of Service indicated above for the subsequent service which, as per the rule of compatibility, the User used, including in particular the means on the Account will remain available to be used under this service.
7. If the User, after termination of Agreement, continues to use Client Account according to the rules specified in Clause 6 above, he or she shall be obliged to make payments stemming from the Terms of Service of a given service, excluding payment of the initial fee according to the conditions specified in the Terms of Service of a given service.
8. In case when Client Account is liquidated, provided that the means of Client Account exceed PLN 0 on the day of Agreement termination, these shall be returned to the bank account specified by the User. The termination of the Agreement takes effect immediately, within 30 days from the date of receipt of the termination by the Operator. In case when reimbursement of funds is related to the necessity of incurring additional costs on the side of the Operator in the form of transfer costs, these costs shall be deducted from the means to the reimbursement of which the Client is entitled.

XV. Transitional provisions – concerning exclusively Accounts created before 26.06.2020

1. Pursuant to the introduction of changes in Clause II.17 of the Terms of Service, valid from 26.06.2020, the Initial Fee shall not be calculated as part of fees applicable post exceeding the free Duration of Rental.
2. The Operator shall charge Client Accounts with an Initial Fee at the level of 10.00 PLN. In the event when the balance of means on Client Account, after charging the Initial Fee, is lower than the Minimum Account Balance, the Client shall be obliged to top up the means to reach the Minimum Account Balance enabling further use of BiKeR.
3. In case of failure to execute the above specified top up payment, in line with the above provisions, the Operator reserves the right to apply Account Blockade on the basis of Clause XII of the Terms of Service.



XVI. Final provisions

1. The acceptance of the hereby Terms of Service and Rental of a Bike indicates: a declaration of the health state which ensures safe movement on a Bike; ability to ride a Bike; possession of permissions required by provisions of law and knowledge of road traffic provisions.
2. The Operator reserves the right to terminate the Agreement with a notice of 14 days in case the Client breaches the provisions of the hereby Terms of Service (i.e. lack of acceptance of the new Terms of Service, non-return of a bike at the required time) while the Client is entitled, in respect of the Operator, to submit claims related to the return of means on the Client Account, provided that they were not used by the Operator previously to cover the payable liabilities chargeable to the Client.
3. The Operator is authorized to introduce changes to the Terms of Service or Privacy Policy effective in the future. The information regarding changes to the hereby Terms of Service or to the Privacy Policy will be sent to Client's email address indicated upon registration. Lack of written information of lack of acceptance of the change to Terms of Service or Privacy Policy sent to CC BiKeR within 14 days from the day of its posting to the Client indicates acceptance of introduced changes within Terms of Service by the Client. Written information of the lack of acceptance by the Client of changes to the Terms of Service or Privacy Policy shall constitute termination of the Agreement by the Client.
4. For all matters unresolved in the hereby Terms of Service the binding legal provisions shall apply, and in particular, the provisions of the Civil Code and the Act on Road Traffic.
5. In case of any discrepancies between the Polish and the foreign language version of the Terms of Service, the Polish version of the document shall prevail.

Appendix no. 1 Pricelist and Table of Additional Fees

Price list for Standard Bikes, Standard Bikes with Child Seat, Children Bikes and Tandem Bikes		Gross value
Payment for rental (Amounts from individual time ranges sum up)	from 1 to 25 minutes	PLN 0
	from 26 to 60 minutes	PLN 1
	from 61 to 120 minutes	PLN 3
	third and each subsequent commenced hour	PLN 5 /hour
Fee for exceeding the 12-hour limit of rental		PLN 300
Fee for theft, loss or damage of:		
Standard Bike		PLN 3900
Standard Bike with Child Seat		PLN 4500
Children Bike		PLN 3500
Tandem type of Bike		PLN 10000

Additional fees



Initial fee	PLN 10
Bonus for escorting the Bike to BiKeR Station (Premium Return)	PLN 2
Abandoning the Bike out of the BiKeR Station (Paid Return)	PLN 10
Ride on a Bike by greater than allowable number of persons for a given type of Bike	PLN 100
Abandoning the Bike (regardless of its type) in Non-authorized Zone	PLN 450
Abandoning the Bike (regardless of its type) outside User Zone	PLN 450
Abandoning the Bike (regardless of its type) in a hardly accessible place	PLN 600
Removal of applied protections	PLN 200
Non-authorized ride	PLN 100
Transporting the Bike via other means of transport (train, bus, car etc.)	PLN 100

Additional fees sum up.

Appendix no. 2 Costs of repair and restoring of Bikes at ByKeR System

Name	Unit of measurement	PRICE*	VAT 23%	TOTAL
Battery	pcs.	PLN 2,310	PLN 531.30	PLN 2,841.30
O-lock Blockade	pcs.	PLN 890	PLN 204.70	PLN 1,094.70
Front mudguard	pcs.	PLN 10.00	PLN 2.30	PLN 12.30
Back mudguard	pcs.	PLN 10.00	PLN 2.30	PLN 12.30
RFID reader	pcs.	PLN 780.00	PLN 179.40	PLN 959.40
Tube 26 x 1.75	pcs.	PLN 12.00	PLN 2.76	PLN 14.76
Bell	pcs.	PLN 5.00	PLN 1.15	PLN 6.15
Brake lever, right side	pcs.	PLN 15.00	PLN 3.45	PLN 18.45
Brake lever, left side	pcs.	PLN 15.00	PLN 3.45	PLN 18.45
Child seat with adapter	pcs.	PLN 612.14	PLN 140.79	PLN 752.93
Roller front brake	pcs.	PLN 200.00	PLN 46.00	PLN 246.00
Roller rear brake	pcs.	PLN 200.00	PLN 46.00	PLN 246.00
Battery power cord	pcs.	PLN 27.00	PLN 6.21	PLN 33.21
GM2.5 cable	pcs.	PLN 15.00	PLN 3.45	PLN 18.45
EB Bus cable	pcs.	PLN 45.00	PLN 10.35	PLN 55.35
Handlebar lift	pcs.	PLN 40.00	PLN 9.20	PLN 49.20
Left crank	pcs.	PLN 28.00	PLN 6.44	PLN 34.44
Crank with pinion	pcs.	PLN 50.00	PLN 11.50	PLN 61.50
Connection block	pcs.	PLN 12.00	PLN 2.76	PLN 14.76
Basket	pcs.	PLN 168.00	PLN 38.64	PLN 206.64
Front light	pcs.	PLN 30.00	PLN 6.90	PLN 36.90
Back light	pcs.	PLN 25.00	PLN 5.75	PLN 30.75
Brake line (band)	pcs.	PLN 4.50	PLN 1.04	PLN 5.54
Line (band) of rear d�erailleur	pcs.	PLN 4.90	PLN 1.13	PLN 6.03



Chain	pcs.	PLN 11.00	PLN 2.53	PLN 13.53
Basket fix	pcs.	PLN 38.00	PLN 8.74	PLN 46.74
Chain guard fix	pcs.	PLN 20.00	PLN 4.60	PLN 24.60
Tyre (26 x 1.75)	pcs.	PLN 31.24	PLN 7.19	PLN 38.43
Chain guard	pcs.	PLN 50.00	PLN 11.50	PLN 61.50
Brake line shell	m	PLN 3.40	PLN 0.78	PLN 4.18
Rear derailleur shell	m	PLN 3.19	PLN 0.73	PLN 3.92
Solar panel	pcs.	PLN 200.00	PLN 46.00	PLN 246.00
Set of pedals	pcs.	PLN 15.24	PLN 3.51	PLN 18.75
Front hub (dynamo)	pcs.	PLN 300.00	PLN 69.00	PLN 369.00
Back hub	pcs.	PLN 300.00	PLN 69.00	PLN 369.00
Rear derailleur pusher	pcs.	PLN 16.43	PLN 3.78	PLN 20.21
Front tyre with dynamo	pcs.	PLN 350.00	PLN 80.50	PLN 430.50
Lamp cables	m	PLN 5.12	PLN 1.18	PLN 6.30
Bike frame	pcs.	PLN 597.38	PLN 137.40	PLN 734.78
Left handle	pcs.	PLN 9.15	PLN 2.10	PLN 11.25
Right handle	pcs.	PLN 8.95	PLN 2.06	PLN 11.01
Saddle	pcs.	PLN 25.00	PLN 5.75	PLN 30.75
Advertisement sides	pcs.	PLN 40.00	PLN 9.20	PLN 49.20
Handlebar rudders	pcs.	PLN 8.69	PLN 2.00	PLN 10.69
Footer/ support	pcs.	PLN 95.00	PLN 21.85	PLN 116.85
Support 115mm	pcs.	PLN 48.00	PLN 11.04	PLN 59.04
Front spoke strengthened	pcs.	PLN 0.50	PLN 0.12	PLN 0.62
Rear spoke strengthened	pcs.	PLN 0.50	PLN 0.12	PLN 0.62
Seat pillar with engraving	pcs.	PLN 39.00	PLN 8.97	PLN 47.97
Roller brake screw	pcs.	PLN 40.00	PLN 9.20	PLN 49.20
Brake lever adjusting screw	pcs.	PLN 5.00	PLN 1.15	PLN 6.15
Rear 3-speed wheel with brakes	pcs.	PLN 350.00	PLN 80.50	PLN 430.50
Rear 7-speed wheel with brakes	pcs.	PLN 450.00	PLN 103.50	PLN 553.50
Fork	pcs.	PLN 250.00	PLN 57.50	PLN 307.50
Handlebar stem	pcs.	PLN 16.93	PLN 3.89	PLN 20.82
Seat pillar clamp	pcs.	PLN 12.00	PLN 2.76	PLN 14.76

*may be subject to changes