

TERMS OF SERVICE

of the system for Żyrardowski Rower Miejski, further referred to as ŻRM

[Valid from 01.10.2018]

I. General Provisions

1. The hereby Terms of Service shall define the principles and conditions of the use of the system of Żyrardowski Rower Miejski, also called ŻRM (further referred to as ŻRM), launched in the city of Żyrardów.
2. Terms of Service of ŻRM as well as the Privacy Policy are available free of charge on the internet website www.zyrardowskirower.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, which is the operator of ŻRM.
3. Contact:
Nextbike Polska S.A.
ul. Przasnyska 6b
01-756 Warszawa
e-mail: bok@zyrardowskirower.pl.
tel.: 22 123 06 38
(call charges in accordance with Operators' tariffs).
4. All Nextbike systems are compatible, that is, setting up an account in one of the systems enables the use of bikes at rental stations in other cities. unless the terms of service of a given system indicate otherwise. Current list of cities in which Nextbike systems are active may be found under the following link www.nextbike.pl/o-nextbike/.

II. Definition

Whenever the Terms of Service mention:

1. **Mobile Nextbike Application** - this ought to be understood as mobile application enabling the use of ŻRM System, available on devices with IOS and Android system.
2. **Customer Service Office of the Żyrardowski Rower Miejski (CC ŻRM)** - this ought to be understood as a service launched by the Operator, providing contact with the Operator for the Customers by means of:
 - a. 24/7 helpline available under 22 123 06 38,
 - b. electronic post under the address bok@zyrardowskirower.pl.

Information regarding the functioning of CC are available on the internet website www.zyrardowskirower.pl.

3. **Account blockade** - this ought to be understood as preventive measure consisting in preventing the use of ŻRM system of which the Operator may avail in case of breaching by a Client of the provisions of the hereby Terms of Service, in particular, a breach that constitutes a damage to the property of Żyrardów and the Operator.
4. **Promotional voucher** - ought to be understood as a voucher offered by the Operator which facilitates topping up of Client Account. The voucher amount and its designation is established by the Operator and it is non-refundable. The means from the voucher are used in the first place, prior to the means paid in by the Client.
5. **Electric lock** - ought to be understood as a mechanism which releases and blocks the bike in the docking station.
6. **Client Identifier** - ought to be understood as individual user number granted to the Client, which corresponds to the mobile telephone number submitted during registration and a 6-digit PIN number. Any RFID proximity card may also constitute an identifier. Details concerning registration and Client identifiers have been described in Section V. Registration.

7. **Client** - this ought to be understood as participant of ŻRM System who has accepted the Terms of Service and conducted registration at the ŻRM System. Personal data of Clients are processed and made available in accordance with the consents granted by them within the ŻRM System.
8. **Client Account** - this ought to be understood as Client account created in the course of registration, for the purposes of using the ŻRM System, as well as charging in accordance with Annex no. 1 to the Terms of Service.
9. **Cost of repairs** - this ought to be understood as a list of damaged parts and services related to their replacement, constituting Annex No. 2 to these Regulations.
10. **Top up amount** - this ought to be understood as an amount of top up at the level of minimum 1 PLN, paid towards rentals onto the Client Account.
11. **Minimum Account Balance** - this ought to be understood as funds remaining on the Client Account the level of which cannot be lower than 10 PLN. Bike rental is possible exclusively when a Client is in possession of a minimum of 10 PLN on their account.
12. **Operator** - this ought to be understood as Nextbike Polska S.A. Company, which realizes the service of ŻRM 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, XIII Economic Department of the National Court Register under the KRS number 0000646950, REGON number 021336152, NIP number 8951981007.
13. **Initial fee** - this ought to be understood as the amount of initial fee within ŻRM System, which equates to 10PLN gross (in words: ten zloty) and which is made by the Client upon registering in ŻRM System the payment of which constitutes an initial top up towards the top-up amount.
14. **Investigation procedure** - this ought to be understood as legal activities undertaken by the Operator, targeted at establishing the circumstances and events that occurred in relation to the use of bikes, in particular, related to the breach of terms of service, accidents and collisions or damages to the property of the Operator.
15. **Terms of Service** - this ought to be understood as the hereby Terms of Service, defining the principles and conditions of availing of ŻRM, and in particular, the scope of rights and obligations and responsibility of persons who avail of the possibility of renting bikes in the ŻRM system.
16. **Standard Bike** - this ought to be understood as the basic type of bike made available by the Operator in the ŻRM System. The bike is designated for persons who are above 13 years of age. Bike carrying capacity amounts to 120 kg. Whilst, it is assumed that a Bike is designated solely for one person's use.
17. **ŻRM Service** - actions performed by the Operator in relation to the exploitation, repairs and maintenance of ŻRM.
18. **ŻRM Standard station** - set of bike stands with the devices for self-registration in the ŻRM system and for rental of bikes through ŻRM Terminal. List of ŻRM Stations may be found on the internet website www.zyrardowskirower.pl.
19. **User zone** - this ought to be understood as administrative borders of the city of Żyrardów.
20. **Internet website** - this ought to be understood as a website launched by the Operator www.zyrardowskirower.pl which contains the necessary data for commencing and further use of ŻRM.
21. **ŻRM System** - this ought to be understood as the 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.
22. **Table of charges and penalties** - this ought to be understood as the price list of services and charges of ŻRM, which constitutes an integral part of the Agreement. Price list enclosed in Annex No. 1 to the hereby Terms of Service which is available on the internet website www.zyrardowskirower.pl.
23. **ŻRM Terminal**-this ought to be understood as a device for self-rental of bikes located in ŻRM Stations.

24. **Agreement** - this ought to be understood as the Agreement between a Client and the Operator which establishes mutual rights and obligations specified in the 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 ŻRM and subject to submission by the Client of a declaration of acceptance of Terms of Service, submission of declaration on granting consent for personal data processing and initial fee payment paid during the registration process of the Client in ŻRM. Personal Data Administrator shall be Nextbike Polska S.A.
25. **Bike rental** - this shall be understood as a rental of a bike from a ŻRM Station by means of Client Identifier or via another method as specified in section V point 8. Rental process has been specified in detail in Clause VIII of the Terms of Service.
26. **Return of bike** - this ought to be understood as returning the bike to ŻRM Station. The process of bike return is specified in Clause X of the Terms of Service.

III. General rules of use of ŻRM

1. The condition for the use of ŻRM System is submission by the Client of the required personal data upon registration, the acceptance of conditions defined in the hereby Terms of Service, Customer registration in the ŻRM System and payment of initial fee. The condition for the use of ŻRM 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) can use ŻRM system only after permission made by their parents or legal guardians. It is required that the account, which will be used by a minor, is registered on account one of the parents or legal guardians, who have earlier submitted to the Operator a written consent permitting minor a use of ŻRM system. Parent or legal guardian assume responsibility 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 ŻRM System. Scan of the consent, signed by at least one parent or legal guardian, to use of the account by a minor should be posted via electronic means to the email address bok@zyrardowskirower.pl, and then the original letter with handwritten signature should be posted to the address of the Operator or submitted in persons at the headquarters of the Operator. The consent should contain:
 - a. The telephone number to which the account is registered
 - b. First and last name of the User (parent or legal guardian)
 - c. Consent for use of the system by a minor
 - d. Name and surname of the minor
 - e. Date of birth of the minor
 - f. Handwritten signature of the User (parent or legal guardian)
 - g. Date and place of consent
4. A necessary condition for minors to use a rented bicycle is to have a valid bicycle or moped card.
5. The Client may rent up to four bikes at the same time. The use of the rented bike is allowed within the User zone.
6. Parties to the Agreement undertake to mutually inform one another of any changes to the addresses or other data identifying the parties, which have been indicated during registration in the system.

IV. Responsibility/ Obligation

1. The Client is responsible for the use of a bike in accordance with its purpose and with the provisions of the Terms of Service. In 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's account. Detailed

conditions regarding the blockade of the account have been specified in Clause XVI of the hereby Terms of Service.

2. The Client undertakes to return the bike in good technical condition and in the same state as it was in at the time of renting. The Client shall bear full responsibility for any results of events which occur pursuant to the breach by him of the law in place when using the ŻRM System.
3. The use of bikes via ŻRM 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 ŻRM Station to the moment of their return to the ŻRM 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 ŻRM Station to the moment of its return to any ŻRM Station.
5. In case of a theft of a bike which occurs during the rental the Client is obliged to inform CC ŻRM of this fact and immediately report the theft (robbery) to the closest Police station.
6. The use of ŻRM 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 and imposed on them out of their own fault. The Client bears no 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 the equipment which is part of ŻRM System, the Client agrees to cover the costs of repair and restoring of the equipment in order for it to be restored to the state prior to rental. The Operator shall submit an adequate receipt or VAT invoice to the Client for completion of the necessary repair works.
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 ŻRM.
10. Any purposeful damages to the property of Operator will result in commencement of court proceedings. The Operator reserves the right to recover any justified costs, including costs of legal representation, from the person who caused damages or destructions.
11. The Client is responsible for any potential damages which may arise as a result of non-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 ŻRM System.
12. The users are forbidden to transport the bikes in the system via vehicles and other means of transport, owned by private persons, excluding means of public transport.

V. Registration

1. Prior registration of Client, acceptance of the provisions of the Terms of Service, indication of personal data required upon registration and maintaining of the minimum account status (10PLN) are the necessary condition for using the ŻRM System.
2. Registration may be realized through:
 - a. ŻRM Terminal located at the station,
 - b. Website www.zyrdowskirower.pl,
 - c. mobile Nextbike application,
 - d. Telephone contact with CC ŻRM,
3. During the registration process through the website www.zyrdowskirower.pl, via the Nextbike application, personally or via telephone contact with the CC ŻRM 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. payment card number in case of payment card payment with the possibility of debiting (optional).
4. During the registration process in ŻRM Terminal the Client indicates the following personal details,
- a. mobile phone number
 - b. name and surname,
 - c. if you want to top up your account: payment card number with possibility of debiting,

The remaining data specified in clause 3 letter b, c and d are obligatory to be submitted by the Client no later than within 24 hours from the moment of registration. In case of lack of submission of data within the indicated term, the account will be blocked. Unblocking of the account will occur at the time of indication of correct and full data.

5. In order to complete the process of registration an email will be sent to the indicated email address, containing a link designated to confirm the data by the Client. Once the link has been authorized, the account will be verified. Lack of confirmation of data within 24 hours from the moment of obtaining the email, through clicking on the verification link will cause failure to complete the registration process within the ŻRM System and through this-a blockade of the account.
6. Client accounts containing incorrect personal data may be automatically removed from the ŻRM database.
7. During the registration process at ŻRM Terminal the Client enters the PIN code of his own. Whilst, during the registration via: internet website, Nextbike mobile application and CC ŻRM - PIN code is generated automatically. Post registration the Client receives a confirmation from ŻRM System regarding a successful registration as well as his individual PIN code which, together with an indicated mobile phone number, constitutes Client Identifier in the ŻRM System.
8. In order to streamline the process of logging in at the Terminal, the Client has the possibility to attach the RFID card to his ŻRM account. During rental and return of a 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. Electronic Student Identification Card, that is proximity, personalized electronic card (chip+RFID) with its unique, encoded number together with PIN number,
 - c. 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 relevant acts together with PIN number. Terminals are adjusted for cooperation with PayPass and PayWave types of products,

After logging in on his account on the website www.zywardowskirower.pl, the Client may turn off the PIN code through marking the following 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 a bike at the terminal without the need to indicate a PIN code with the use of the following methods of identification: b, c and e.

VI. Personal data

1. The condition for registration is to provide true data and acceptance of the conditions set out in these Regulations. The Controller of Personal Data is Nextbike Polska S.A. with its registered office in Warsaw, ul. Przasnyska 6b, 01-756 Warsaw (hereinafter referred to as the Controller).

2. Providing personal data is voluntary, but necessary for the implementation of the Agreement; the lack of personal data prevents the use of the ŻRM. Information on the security of personal data is available in the Privacy Policy of Nextbike Polska S.A., at: www.zyrdowskirower.pl.
3. The Data Controller can be contacted via e-mail daneosobowe@nextbike.pl, the contact form at www.zyrdowskirower.pl by phone at + 48 22 208 99 90 or in writing to the address of Nextbike Polska S.A. headquarters
4. The Controller has appointed the Data Protection Supervisor, which can be contacted via e-mail iod@nextbike.pl, the contact form at www.zyrdowskirower.pl, by phone at + 48 22 208 99 90 or in writing to the address of Nextbike Polska S.A. headquarters. You can contact the Data Protection Supervisor on all matters relating to the processing of personal data and the use of rights related to the processing of personal data.
5. The user's personal data will be processed in order to:
 - a. set up and use of customer accounts and provide services available within ŻRM described in these Regulations - the legal basis for processing will be necessity to execute the contract concluded by the user,
 - b. fulfil the public-law obligations of Nextbike Polska S.A., primarily resulting from the accounting regulations and tax regulations - the legal basis for processing will be necessity to fulfil the legal obligations incumbent on the Controller,
 - c. provide marketing content regarding products or services of Nextbike Polska S.A. - the legal basis for processing will be the legitimate interest of the Controller; the Controller's legitimate interest is to conduct marketing activities regarding own products or services; in the event of the consent for the processing of personal data in order to provide marketing content regarding products or services of Nextbike Polska S.A. in case of failure to conclude a contract with it and after termination of the contract - this consent will be the legal basis for the processing of user's personal data in case of failure to conclude a contract with Nextbike Polska S.A. and after its termination (in the event of failure to obtain the consent, the personal data of the user will not be processed for marketing purposes in case of failure to conclude the contract and after its termination),
 - d. provide marketing content regarding products or services of the partners of Nextbike Polska S.A.; the legal basis for processing will be the consent for the processing of data in order to provide marketing content regarding products or services of partners of Nextbike Polska S.A. (in the event of failure to obtain the consent, user's personal data will not be processed for this purpose),
 - e. provide the possibility to check the location of renting and returning the bicycles in ŻRM using the GPS system or verification of where the bike is located in case of not returning it - the legal basis for processing will be the legitimate interest of the Controller; the Controller's legitimate interest is to protect property interests by collecting information allowing for locating the bike,
 - f. establish or investigate possible claims or defend against claims by Nextbike Polska S.A., related to the contract concluded with the user - the legal basis for processing will be the legitimate interest of the Controller; the Controller's legitimate interest is to allow determination, investigation and defence against claims.
6. Personal data may be provided to the following entities: IT service providers, location service providers (GPS), marketing service providers, internet payment operators, couriers and postal operators, entities providing accounting and legal services.
7. Users' personal data will be processed until the claims expire under the contract concluded by the user with the Controller. After this period, the data will be processed to the extent and for the time required by law, including accounting regulations. In the event of obtaining the consent for the processing of data, the data will be processed until the consent is withdrawn. The Controller will stop processing data for marketing purposes during the term of the contract if the user objects to the processing of their data for this purpose.
8. The consent for processing of data in order to provide marketing content to the user by Nextbike Polska S.A. may be withdrawn at any time. The method of withdrawal of the consent is indicated in the Privacy Policy of Nextbike Polska S.A. Withdrawal of consent will not affect the lawfulness of the processing carried out before its withdrawal.
9. To the extent that the basis for the processing of personal data of the user will be the legitimate interest of the Controller, they will have the right to object to the processing of personal data, i.e. in particular they will have the right to object to the processing of data in order to provide them with marketing content during the term of the contract concluded with the Controller.

10. The User shall have the right to access the data and the right to demand their rectification, removal or restriction of their processing, as well as the right to lodge a complaint to the supervisory authority dealing with the protection of personal data in the Member State of usual residence or place of work of the user or place of alleged violation.
11. As user's data will be processed in an automated manner on the basis of the contract and the consent (if it is obtained) - the user will also be entitled to transfer personal data that they shall provide to the Controller, i.e. to receive personal data from the Controlled in a structured, commonly used machine readable format. Such data may be sent by the user to another Data Controller. Details in this regard are described in the Privacy Policy of Nextbike Polska S.A.
12. Provision of personal data to set up an account and then use the services offered within ŻRM is necessary to conclude and execute the contract - without entering personal data, it is not possible to conclude a contract. Provision of data for the purpose of providing marketing content is voluntary.
13. Personal data are processed, stored and secured in accordance with the rules set out in the applicable laws.
14. The content of individual transactions / rentals is available only to the parties to the Contract. Every customer who has completed the registration procedure, after logging in, has access to all of their transactions / rentals for the period of their storage in the IT system. Customer Data regarding individual transactions / rentals are stored by the IT system of ŻRM. If there are no arrears in terms of fees for the use of bicycles, and data on individual transactions are no longer necessary for the purpose which they were collected, they are deleted as soon as the Customer applies for their removal. In the case of lodging a complaint, these data are kept until the complaint procedure is completed and any proceedings initiated by it, the customer's complaint is identified and for evidence purposes. In the event of a notification within this period (e.g. claims for redress, compensation for damage) - the data is processed in the time necessary to determine the possible liability of the Operator / Customer and implementation of the decision made in the case.
15. The Personal Data Controller - the Operator undertakes to keep personal data confidential and not to disclose them to other entities, excluding entities acting on behalf of the Controller, unless the customer explicitly authorises it, or such authorisation will result from the law. This obligation remains in force after the legal relationship between the Lessee and the Operator expires.
16. In order to adapt the content and services to the individual needs and interests of customers, the operator uses the so-called cookies, i.e. information saved by the Service server on the Customer's computer, which the server can read every time you connect to this computer. Cookies provide statistical data on Customer traffic and their use of individual websites of ŻRM and enable efficient provision of Services. The customer may at any time disable the option of accepting cookies in their browser, however this may cause difficulties and even prevent the use of the ŻRM System. Details of cookies files can be found in the Privacy Policy of Nextbike Polska S.A.

VII. Payment methods

1. Payment for services and products offered within the ŻRM system may be conducted through:
 - a. crediting the pre-paid Client Account via bank transfer or through payment via payment card, in particular, via www.zyrdowskirower.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
 - b. launching the order of debiting the credit card with which the charging of payment of a minimum of 10 PLN is related, in cases specified in clause VII 1 (b). This might be conducted by means of entering credit card number within the ŻRM Terminal during contact with CC ŻRM as well as by means of mobile application Nextbike.
2. All payments are transferred to the account of Operator.
3. At Client request, the Operator will issue a VAT invoice covering the paid journey. For this purpose the Client should contact the Operator via electronic means to the email address of the Operator, indicating data necessary for VAT invoice issuance, date and time of rental of bike and number of bike.
4. The Operator will send a VAT invoice via electronic means to the email address from which the Client contacted the Operator. In particularly justified cases the Operator may send a VAT invoice to another email address, indicated by the Client.

VIII. 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 payment card with possibility of debiting, via terminal or via contact with CC ŻRM, through which these means are automatically transferred.
2. Standard Bike Rental is possible at any Standard ŻRM Station post prior launch of ŻRM Terminal, logging in and proceeding according to the displayed messages on the device of ŻRM Terminal. Release of electric lock is signaled via adequate message displayed on the ŻRM Terminal as well as a sound signal. During the rental the Client obtains the number for the code lock which releases a safety rope within the rented bike. This number may be confirmed until the return of the bike at the ŻRM Terminal, on Nextbike mobile application as well as in CC ŻRM. The Client is obliged to ensure that the standard 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 CC ŻRM and inform it of the absence of a clamp. A rental may also be performed by means of mobile application Nextbike or by contacting CC ŻRM.
3. The Client is obliged to ensure, prior to commencing the ride, that the bike is fit for use, in particular:
 - a. the bike tyres are inflated, the brakes work,
 - b. it has a working safety rope, also called a clamp.
4. Once each type of a bike is released, the Client is obliged to secure the rope in such a way so as to prevent it getting into the wheel.
5. In case of discovering during the bike rental any defects of the bike, the Client is obliged to immediately report the problem to CC ŻRM and return the bike to the closest ŻRM Station dedicated for a given rented type of bike.
6. Rental and use of an unfit bike by the Client may result in his liability for any defects or damages resulting from the use, in case when the Client could have been able to identify the unsuitability of the bike.
7. It is recommended that the Client has, during rental, a working mobile phone in case of a necessity to contact CC ŻRM.
8. 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. When transporting items heavier than 5 kg in the basket, special care should be taken. The maximum weight of items within the basket cannot exceed 5 kg. Items placed in the basket may not hang out of the rim of the basket and they should not contain any sharp edges. If an accident occurs due to inappropriate use of the basket, the Client bears responsibility for it and will cover any costs arising from it. The Operator shall not bear responsibility for damages or leaving items or goods carried in the basket. In particular, the Operator will not bear any responsibility for the carried electronic equipment being the property of a Client.
9. Maximum load for a standard bike, designated for use by 1 person, it cannot exceed 120 kg.
10. In case of any problems with the rental or return of a bike at the ŻRM Station, the Client is obliged to contact CC ŻRM via telephone. The employee of CC ŻRM will inform the Client of further actions to be taken. The rented bike ought to be used in line with its designation. The ŻRM bike as a transport means is designated to move between ŻRM Stations. It is not allowed to use ŻRM bikes for mountain rides, jumps, stunt tricks, as well as racing and using the bike to pull or push anything.

IX. Duration of rental

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

X. Repairs and failures

1. Any failures ought to be reported by phone to CC ŻRM immediately after being noticed. In case of each failure which prevents further ride the Client is obliged to stop and inform CC ŻRM via telephone as well as return the bike to the closest ŻRM 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 ŻRM Service.
3. The Client has an obligation to have the possibility of contacting CC ŻRM at all times when renting a bike.

XI. Return

1. The Client is obliged to correctly return the Standard:
 - a. Placing the bike in a dedicated ŻRM Standard Station and connect the bike with a free electric lock, which constitutes an integral part of the stand. Correct blocking of a bike in a stand is confirmed by a sound signal and a physical locking of the bike in a stand.
 - b. Returning the bike to ŻRM Standard Station and bike's return with the use of a code lock (solely at a station in which the Client has no possibility of connecting the bike to the electric lock, i.e. When there are no free spots or in case of ŻRM Standard Station failure), connecting the bike to a stand or to another bike (correctly secured by connecting to the electric lock or secured by a clamp) located at the Standard ŻRM Station, blocking the lock (through adjusting the digits) and pressing the "Return" button on the electronic part of the Terminal and proceeding in line with instructions displayed on the screen. Upon blocking the lock, the Client may also return the bike via mobile application Nextbike or through contacting CC ŻRM. In order to enable a return of bike by means of telephone contact with CC ŻRM, the presence of a Client at the Station on which the bike return is to be conducted is required.
 - c. In case of occurrence of any difficulties related to the bike return, the Client is obliged to immediately contact the 24/7 helpline of CC ŻRM. Whilst, it is assumed that in order for the bike return to be carried out by means of telephone contact with CC ŻRM, the Client ought to be present at the Station on which a given bike return is to be carried out.
2. The Client is obliged to correctly return and secure the bike, as specified in clauses X.1 to X.3 under the pain of:
 - a. charging of fees for the use of bikes in accordance with the accepted price list and, in case of rental exceeding the 12-hour period of time, charging of additional fee in the amount of 200 PLN.
 - b. charging of fees for the loss, theft or damage to the bike in accordance with Annex No. 1 and Annex No. 2 of the hereby Terms of Service.
 - c. charging of penalty for the bike return in another location than the dedicated Station in accordance with Annex No. 1 to the Terms of Service.
 - d. temporary or permanent blocking of Client Account.
3. In case when during rental of a bike an accident or collision occurs, Client is obliged to write a statement or call the police to the site. Furthermore, in case of the occurrence of the above event the Client is obliged to inform CC ŻRM no later than 24 hours post the occurrence of such event.

XII. 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 at www.zyrardowskirower.pl and in ŻRM Terminals. The basis for the calculation of a charge is the number of minutes of rental, measured from the moment of bike rental to the moment of connecting the bike with electric lock or obtaining the confirmation from the ŻRM System regarding the confirmation of bike return.
2. Charges for the use of rental are diverse and depend on the length of time of bike rental. Fee for single rental bike is a sum of receivables for subsequent time intervals.
3. In case when charging the fee for the ride exceeds the means on the account the Client is obliged to top up his Account at least to reach the balance equal to 0PLN within 7 days. In case of failure to settle overdue payments, the Operator reserves the right to commence adequate legal steps against

the Client, targeted at obtaining the payment on account of the realized Agreement. The Operator is entitled to calculate statutory interest from the amounts overdue calculated from the day of factual repayment made in full.

4. Reimbursement of charges made towards rentals may be made upon termination of the Agreement. During the term of the agreement with the Operator of ŻRM system the payments towards rentals (top up amount) are non-refundable.
5. In case of obtaining a promotional voucher, the top up amount of Client account and its designation are established by Operator and it is non-refundable, that is there is no possibility of obtaining payment of funds. The means from the top up are used in the first place, prior to the means paid in by the Client. In 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 website.
6. Non-used funds are transferred from season to season and are not subject to cancellation.
7. In case of Client falling behind with payments due for the Operator, the Operator of services reserves the right to pass the information regarding the overdue payments to the entities indicated by the relevant provisions of law. The Client acknowledges that ŻRM Operator is entitled to transfer the payable liabilities he is entitled to from the Client, resulting from the Agreement, onto third parties, which will authorize these third parties to recover these liabilities from the Client. ŻRM Operator reserves the right to entrust recovery of liabilities owed by the Client to debt-recovery firms.

XIII. Responsibility

1. The Operator realizes the services related to the maintenance of ŻRM and bears full responsibility for its proper functioning.
2. The Operator will be liable for damages resulting from improper execution or non-execution of the Agreement, unless the improper execution non-execution results from circumstances for which the Operator is not responsible, excluding damage caused by the Operator due to intentional fault.
3. Claims and complaints resulting from them, Customers should direct to the Operator. 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.
4. The Operator reserves the right to share the Customer's data if the obligation to disclose to entitled persons results from the applicable provisions of law.

XIV. Complaints

1. The recommended term for submission of complaints is within 7 days from the date of the event which caused the complaint.
2. All complaints concerning the services provided on the basis of the Terms of Service may be submitted:
 - a. via electronic means to the email address bok@zyrardowskirower.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, mobile telephone number, which would allow for an 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 from the date of obtaining it or supplementing it, and in particularly complex matters this occurs within 30 days, while in case the complaint concerns the transaction conducted with the use of payment card it might take up to 90 days from the date of the complaint submission. In case of the necessity to supplement the complaint the term

for reviewing the complaint commences on the day of receipt of documents by the Operator which supplement the complaint or which provide additional explanations/information. In case of an inability to meet the deadline for the review of a complaint, the Operator will inform the Client of any delays, indicating the cause of a delay (circumstances which must be established) and an expected term for the review of the complaint.

7. The 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.
8. The consideration of a complaint consists of an identification of the problem, assessment of its justification and settlement of the problem submitted by the Client or a conduct of adequate actions in order to remove any potential irregularities, causes of their occurrence and to grant a thorough, professional in form and in content reply.
9. CC ŻRM issues a reply which includes the position of the Operator regarding the complaint, its justification and the information regarding the appeal procedure.
10. The Client has the right to appeal against the decision issued by the Operator. The appeal will be considered within 14 days from the day of its submission to CC ŻRM. The appeal ought to be submitted in one of the following ways:
 - a. via electronic means to the email address bok@zyrardowskirower.pl,
 - b. via post to the address of the Operator, specified in clause I.3,
 - c. person at the headquarters of the Operator.
11. 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.

XV. 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@zyrardowskirower.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 14 days from the day of receipt by the Operator of the declaration regarding withdrawal from the Agreement. The return of payment is conducted with the use of the same payment methods which were used by the Client in the initial transaction, unless within the declaration of withdrawal from the Agreement the Client agreed to another solution. Another solution ought to be indicated by the Client within the submitted declaration.
4. If the Agreement is terminated, the Agreement shall be considered null and void, but the Parties exclude the possibility to withdraw from the Agreement within the extent to which it has already been realized. Reimbursement will be made no later than 14 days from the date when the Operator receives the notice of withdrawal from the Agreement, using the same payment methods as those used by the Client in the original transaction, unless the Client indicated another course of action in the notice of withdrawal from the Agreement.

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

1. The Client has the right to terminate the Agreement. Termination may be submitted by the Client in the following manner:
 - a. via electronic means to the email address bok@zyrardowskirower.pl,
 - b. via post to the address of the Operator, specified in clause I.3,
 - c. in person at the headquarters of the Operator.
2. The termination of the Agreement takes effect within 14 days from the date of receipt of the termination by the Operator. Liquidation by the Operator of Client Account within the ŻRM System is the result of agreement termination.
3. Prior to submitting termination statement the Client is obliged to top up the means on the Client Account to reach the balance of OPLN. Termination of Agreement in a situation in which the balance of the Client Account is negative remains without effect on the right of the Operator to pursue the amount equal to the unsettled by the Client amount of liabilities for services provided by the Operator.
4. If the funds on the Client Account exceed OPLN on the day of Agreement termination they will be reimbursed to the bank account indicated by the Client, unless the Client consented to an alternative solution within the Termination of Agreement. Another solution ought to be indicated by the Client within the submitted declaration. Reimbursement of funds will occur within the term up to 30 days from the date of Agreement Termination. 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 fees, these costs will be deducted from the funds which the Client is entitled to be reimbursed with.

XVII. Blockade of User Accounts

1. The Operator reserves the right to a temporary or permanent blocking of Client Account within the ŻRM system in case of non-compliance with the conditions of use of ŻRM bikes, included within the hereby Terms of Service.
2. In particular, the blockade may occur, when the Client:
 - a. Has not filled out personal data in detail, as specified in clause V.3 of the hereby Terms of Service,
 - b. Uses the bike contrary to its designation,
 - c. Leaves the bike at a place other than the dedicated Station,
 - d. Leaves the bike unsecured,
3. The account blockade may occur also in case when after the bike rental by the Client, the bike has been lost.
4. Permanent blockade of Client Account prevents any future set up of a new account and is an equivalent of termination of Agreement with a given Client by his fault.

XVIII. Nextbike Mobile Application

1. Nextbike Mobile Application is available for download free of charge at Google Play and Apple AppStore stores.
2. The use of Mobile Application is possible by means of telephones with adequate, up to date Google Android or Apple IOS system as well as access to Internet.
3. The use of Nextbike Mobile Application is possible upon registering in the Nextbike System. The provisions of the hereby Terms of Service in the scope of conditions for the use of ŻRM are applicable to Nextbike Mobile Applications respectively.

XIX. Final Provisions

1. The acceptance of the hereby Terms of Service and the rental of the bike and 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 within a notice period of 14 days in case the Client breaches the provisions of the hereby Terms of Service (i.e. 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. Information regarding changes of the Terms of Service or Privacy Policy will be sent to the email address indicated upon registration. The information regarding changes to the hereby Terms of Service or to the Privacy Policy will be sent to the email address indicated upon registration. Lack of written information of lack of acceptance of the change to Terms of Service or Privacy Policy sent to CC ŻRM within 14 days from the day of its posting to the Client indicates acceptance of introduced changes within Terms of Service or Privacy Policy by the Client. A written information regarding lack of acceptance by the Client of changes made to the Terms of Service or Privacy Policy is equivalent to termination of 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 foreign language version of the Terms of Service, the Polish version of the document shall prevail.

Annex No. 1 TABLE OF FEES AND PENALTIES ŻRM

Initial fee		10 PLN
Bike rental fee The fees sum up	Duration of rental	
	from 1 to 30 minutes	0 PLN
	from 31 to 60 minutes	1 PLN
	Second and each subsequent hour	2 PLN
Letter notifications regarding breaching the Terms of Service		10 PLN
Returning the bike in a different place than the dedicated station within the Use Zone		180 PLN
Returning of the bike in a different place than the dedicated station outside the Use Zone		500 PLN
Payment for exceeding the 12 hour limit of rental		200 PLN

Penalties	
Theft, loss or damage of a standard bike	2000 PLN

Fees specified in the table are VAT tax inclusive

Annex no. 2 Costs of repair and restoration of bikes at ŻRM

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

Chip	piece	24.78 PLN	5.70 PLN	30.48 PLN
Tube 26x2.125	piece	8.40 PLN	1.93 PLN	10.33 PLN
Bell	piece	3.60 PLN	0.83 PLN	4.43 PLN
Brake lever, right side	piece	9.92 PLN	2.28 PLN	12.20 PLN
Pipe TP-06 Allu. Regulated/ Silver	piece	0.60 PLN	0.14 PLN	0.74 PLN
Roller brake	piece	134.90 PLN	31.03 PLN	165.93 PLN
Bars	piece	17.81 PLN	4.10 PLN	21.91 PLN
Brake pads	piece	4.70 PLN	1.08 PLN	5.78 PLN
Set of brakes (clamps)	piece	15.57 PLN	3.58 PLN	19.15 PLN
Left crank	piece	19.50 PLN	4.49 PLN	23.99 PLN
Crank with rack	piece	28.00 PLN	6.44 PLN	34.44 PLN
connection block	piece	6.30 PLN	1.45 PLN	7.75 PLN
Basket	piece	8.85 PLN	2.04 PLN	10.89 PLN
Front light	piece	19.93 PLN	4.58 PLN	24.51 PLN
Back light	piece	11.63 PLN	2.67 PLN	14.30 PLN
Brake line (band)	piece	2.46 PLN	0.57 PLN	3.03 PLN
Line (band) of rear dérailleur	piece	1.90 PLN	0.44 PLN	2.34 PLN
Chain	piece	5.70 PLN	1.31 PLN	7.01 PLN
Basket fix	piece	18.06 PLN	4.15 PLN	22.21 PLN
Chain guard fix	piece	6.72 PLN	1.55 PLN	8.27 PLN
Back reflector	piece	1.59 PLN	0.37 PLN	1.96 PLN
Tyre (26 x 2.125)	piece	27.41 PLN	6.30 PLN	33.71 PLN
Carrier guard (back)	piece	24.61 PLN	5.66 PLN	30.27 PLN
Chain guard	piece	5.70 PLN	1.31 PLN	7.01 PLN
Brake line shell	meters	1.67 PLN	0.38 PLN	2.05 PLN
Rear derailleur shell	meters	2.11 PLN	0.49 PLN	2.60 PLN
Set of pedals	piece	13.26 PLN	3.05 PLN	16.31 PLN
Front hub (dynamic)	piece	164.90 PLN	37.93 PLN	202.83 PLN
Back hub	piece	130.05 PLN	29.91 PLN	159.96 PLN
Rear derailleur pusher	piece	8.87 PLN	2.04 PLN	10.91 PLN
Front tyre with dynamo	piece	196.00 PLN	45.08 PLN	241.08 PLN
Rear derailleur with steering module	piece	20.40 PLN	4.70 PLN	25.10 PLN
Lamp cables	meters	5.12 PLN	1.18 PLN	6.30 PLN
Bike frame	piece	457.38 PLN	105.20 PLN	562.58 PLN
Left handle	piece	5.49 PLN	1.26 PLN	6.75 PLN
Right handle	piece	4.71 PLN	1.08 PLN	5.79 PLN
Saddle	piece	15.30 PLN	3.52 PLN	18.82 PLN
Advertisement sides	piece	33.60 PLN	7.73 PLN	41.33 PLN
Headsets	piece	5.69 PLN	1.31 PLN	7.00 PLN
Footer/ support	piece	14.40 PLN	3.31 PLN	17.71 PLN
Support 115mm	piece	12.56 PLN	2.89 PLN	15.45 PLN
Front spoke	piece	0.27 PLN	0.06 PLN	0.33 PLN
Back spoke	piece	0.27 PLN	0.06 PLN	0.33 PLN
seat pillar	piece	15.63 PLN	3.59 PLN	19.22 PLN
Roller brake screw	piece	19.90 PLN	4.58 PLN	24.48 PLN
Brake lever adjusting screw	piece	0.62 PLN	0.14 PLN	0.76 PLN

Back 3 speed wheel	piece	148.50 PLN	34.16 PLN	182.66 PLN
Fork	piece	43.00 PLN	9.89 PLN	52.89 PLN
Handlebar stem	piece	16.93 PLN	3.89 PLN	20.82 PLN
seat tube	piece	6.00 PLN	1.38 PLN	7.38 PLN
Lock code ABUS	piece	56.10 PLN	12.90 PLN	69.00 PLN
Electric lock	piece	672.00 PLN	154.56 PLN	826.56 PLN

* may be subject to changes