

REGULATIONS FOR THE URBAN BICYCLE SYSTEM

STALOWA WOLA CITY OF BICYCLES

I. PRELIMINARY PROVISIONS

1. These Regulations define the conditions and rules for the use of the urban bicycle system **STALOWA WOLA MIASTO ROWERÓW** in **STALOWA WOLA**, which operates in the area designated by **MIEJSKI ZAKŁAD KOMUNALNY SP. Z O.O, ul. Komunalna 1**, 37-450 Stalowa Wola according to Appendix No. 1 to the Regulations.
2. These Terms and Conditions are available on **HTTPS://WWW.STALOWAWOLA.BIKE** and on the dedicated ROOVEE app. The document can also be obtained free of charge from **MZK SP. Z O.O., ADDRESS**.
3. The operator of the **STALOWA WOLA MIASTO ROWERÓW system** is ROOVEE S.A, with its registered office in Warsaw, ul. Ryżowa 33a/7, 02-495 Warsaw (hereinafter referred to as: "**Operator**"). The Operator performs services connected with the operation of the **SWMR** system in the city of **STALOWA WOLA**. The Operator may be contacted through a dedicated customer service office available by phone at 22 300 51 19, by e-mail at: bok@roovee.eu and in the mobile application.
4. By using the **STALOWA WOLA CITY OF BICYCLES** system the Customer confirms that he/she has familiarised himself/herself with the content of the Regulations and accepts its provisions and undertakes to observe them.

II. DEFINITIONS

1. **STALOWA WOLA MIASTO ROWERÓW** system - self-service bicycle rental system consisting of bicycles, software, **SWMR** station areas, ROOVEE mobile application and ROOVEE LOCK CONTROL.
2. **Mobile** application - an application distributed by ROOVEE S.A., which is a digital Content, designed to be installed on mobile devices with Android, iOS or HarmonyOS system allowing, among others, to rent and return the bicycle and to make the payment for the rental/trip according to the Table of Fees and Penalties, which is enclosed as Attachment No. 2 to the Rules.
3. **Electronic address (email address)** - a designation of an ICT system that enables communication by electronic means, in particular email.
4. **Update** - means an update to a digital service or digital content.
5. **ROOVEE's Customer Service Office** or **BOK** - a service for receiving requests regarding the **SWMR** system, by telephone at 22 300 51 19, 7 days a week 24 hours a day (during the period of operation of the **SWMR system**), and by email at: bok@roovee.eu or via the mobile application.
6. **Bonus** - an amount determined according to the Table of Charges and Penalties, which is charged automatically after the trip in the application when renting a bike not in the return zone and returning it to the return station (completion of the trip). The bonus can only be used for rides on **SWMR** bikes, no other equivalent (including cash) is available.
7. **Riding/rental time** - the time counted from the moment of rental to the moment of return of the **SWMR** bicycle.
8. **Working days** - days from Monday to Friday excluding public holidays.
9. **Safeguard actions** - all actions that are taken against the Customer in the event of a breach of the **SWMR** System Terms and Conditions. Such actions may include, in particular, suspension of the Customer's account, contact with the Customer, demand for payment of the amount due in a situation when the funds on the Customer's Account do not allow for covering the costs incurred as a result of the Customer's use of the System. If the Customer does not voluntarily settle the

amount due, it will also be enforced. All cases of theft and destruction of **SWMR** System property will also be reported to the relevant authorities.

10. **Customer ID** - A personal set of characters in numerical form, which is also the telephone number given during registration. The identifier is necessary when authorising the rental and return of the bicycle and when contacting the Customer Service.
11. **Consumer** - means a natural person making a legal transaction with the Operator which is not directly related to his/her economic or professional activity
12. **Customer** - a natural person with limited or full legal capacity who intends to or has concluded an agreement for the provision of electronic services or an agreement for the use of the **SWMR** system.
13. **Highway Code** - means the **Road** Traffic Act of 20 June 1997 (Journal of Laws 1997 No. 98 item 602).
14. **Materials** - Digital Content and Digital Services to the extent of the description provided in the Mobile Application. The Digital Services will also constitute electronic services within the meaning of the e.m.d.e.
15. **Initial deposit** - a one-off deposit allowing you to use the **STALOWA WOLA MIASTO ROWERÓW** system. The minimum balance of funds on the account is specified in the Table of fees and penalties. The initial payment minus the used funds can be withdrawn to your account at any time during the use of the service.
16. **SWMR system operation area** - a designated area where the **STALOWA WOLA MIASTO ROWERÓW** system operates. The designated area can be viewed by the Customer in the mobile application and on the website <https://www.stalowawola.bike>.
17. **STALOWA WOLA CITY OF BICYCLES station area** - a designated and marked area where the user can rent or return the rented bicycle. Information about the bicycle stations can be found in Appendix No. 1, the ROOVEE Mobile Application and on <HTTPS://WWW.STALOWAWOLA.BIKE>.
18. **Operator** - ROOVEE S.A., ul. Ryżowa 33A/7, 02-495 Warsaw.
19. **Fee paid** - the fee which has been charged for the rental of the bicycle in accordance with the Table of Fees and Penalties and collected from the customer's account.
20. **Handling fee** - a fee which is charged at the time of incurring additional costs related to the incorrect return of the bicycle by the customer which is calculated in accordance with the Table of charges and penalties, from which the customer is entitled to submit a complaint.
21. **Additional charge** - a charge levied upon ascertainment of the occurrence of any activity contrary to the **STALOWA WOLA MIASTO ROWERÓW Regulations** or the ROOVEE **RULES** (which can be found on <HTTPS://WWW.STALOWAWOLA.BIKE>) according to the Table of Charges and Penalties, including leaving the bike in an unauthorised place, destruction or theft of the bike or any part of the infrastructure belonging to **MIEJSKI ZAKŁAD KOMUNALNY SP. Z O.O.**. The Customer is entitled to lodge a complaint against the charging of the Additional Charge.
22. **Online payment Autopay** - Autopay Media payment system, by means of which the Customer may make payments in the **STALOWA WOLA MIASTO ROWERÓW system**. The operator of the Autopay system is Autopay S.A. with its registered office in Sopot, 81-717 Sopot, ul. Powstańców Warszawy 6, registered in the register of entrepreneurs kept by the District Court Gdańsk-Północ in Gdańsk, VIII Economic Division of the National Court Register under KRS no. 0000320590, NIP no.: 585-13-51-185, REGON no.: 191781561.
23. **Stop/pause** - stopping the journey in the Mobile Application by the **SWMR** user and by manually closing ROOVEE LOCKCONTROL.
24. **Customer account** - the Customer's individual account in the **SWMR** system, on which credit operations and debits for the use of the system are made in accordance with the Table of Fees and Penalties.
25. **Regulations** - these Regulations, which define the types, scope, principles and conditions of using the **SWMR system** in **STALOWA WOLA**, as well as the scope of rights, obligations and possible liability of the Operator and the Customer. The acceptance of these Terms and Conditions and the fulfilment of all conditions is a condition for the use of the **SWMR system** in **STALOWA WOLA**

(including the rental of the **SWMR** bicycle) and is also a necessary condition in the process of registration in the **SWMR system**. The Customer enters into a contract with the Operator upon acceptance of these Terms and Conditions and fulfilment of additional prerequisites specified in the Terms and Conditions.

26. **Booking** - booking of a selected **SWMR** bicycle available on the Mobile Application by the Customer under the terms of the Terms and Conditions.
27. **RODO** - means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (OJ EU L of 4 May 2016,
28. **ROOVEE LOCK CONTROL** - bicycle security device (equipped with ROOVEE electronic module) implementing the process of: renting and returning the bicycle, controlling the lighting on the bicycle, and monitoring the position of the bicycle (GPS, accelerometer).
29. **PNPK** - means a natural person, running a sole proprietorship, concluding a direct contract with the **Operator**, when its content shows that it does not have a professional character for him/her, resulting in particular from the subject of the performed business activity made available on the basis of the provisions on the Central Register and Information on Business Activity;
30. **Bicycle return zone** - the preferred location for returning bicycles designated by the Customer can be consulted on the mobile application and on the website <https://www.stalowawola.bike>.
31. **Rack** - a component of an **SWMR** station, used to park **SWMR** bicycles.
32. **Means of electronic communication** - technical solutions, including ICT devices and associated software tools, that enable individual communication at a distance using data transmission between ICT systems, in particular electronic mail
33. **Information and communication systems** - means a set of cooperating IT devices and software, ensuring the processing and storage, as well as sending and receiving data via telecommunication networks by means of a telecommunication terminal device appropriate for a given type of network, within the meaning of the Act of 16 July 2004, - Telecommunications Law;
34. **Table of Fees and Penalties** - the price list of services, fees and penalties of the **SWMR** System applicable to the Customer, which constitutes Attachment No. 2 to the Regulations, and available on the website [HTTPS://WWW.STALOWAWOLA.BIKE](https://www.stalowawola.bike).
35. **Telecode** - a four-digit number that allows you to rent a bike without using the Mobile Application.
36. **Information totem** - part of the **SWMR** station.
37. **Digital Content** or **Digital Content** - data produced and delivered in digital form.
38. **Agreement** - an agreement concluded between the Customer and the Operator of the **STALOWA WOLA MIASTO ROWERÓW** system establishing mutual rights and obligations specified in the Regulations. An agreement with the content encompassing the provisions of the Regulations is automatically concluded at the moment of the Customer's registration in the **SWMR system and** on condition of the Customer's declaration of acceptance of the Regulations and payment of the initial fee.
39. **Electronic Services Agreement** - an agreement pursuant to which the Operator provides Electronic Services to the Customer.
40. **Digital Service** or **Digital Services** - a service that allows the customer to produce, store or access digital data and otherwise interact using digital data
41. **u.p.k.** - means the Consumer Rights Act of 30 May 2014,
42. **Electronic Services** - means the free electronic services provided by the Operator to the Customer, in particular:
 - a) account service in the Mobile Application;
 - b) services ensuring the functioning of the **SWMR**
43. **u.ś.u.d.e** - means the Act on Provision of Electronic Services of 18 July 2002,
44. **Bicycle rental** - an operation carried out via the Mobile Application available for download at [HTTPS://WWW.STALOWAWOLA.BIKE](https://www.stalowawola.bike) with the use of the QR code, located on the bicycle, by means of a Telecode, or by SMS for a fee in accordance with the Table of charges and penalties.

45. **The rental is terminated by** manually closing ROOVEE LOCK CONTROL and terminating the ride in the app or, in the case of a rental made by Telecode or SMS, contacting the **ROOVEE BOK** to confirm the correct termination. The ride must be completed in a public place that is accessible to the public, excluding underground car parks, garages, cellars, tunnels, buildings, forests, parks, other areas that are closed and private properties, in the area of operation of **STALOWA WOLA MIASTO ROWERÓW**.
46. **Employer - MIEJSKI ZAKŁAD KOMUNALNY, KOMUNALNA 1, 37-450 STALOWA WOLA.**
47. **Return of the bicycle outside the station area** - return of the bicycle outside the designated areas of the **SWMR** stations, in a public place, publicly accessible with the exclusion of underground car parks, garages, basements, tunnels, buildings, forests, parks, other areas which are closed and inaccessible to the public and private properties, within the area of operation of **STALOWA WOLA CITY OF BICYCLES**.
48. **Return of the bicycle in the area at the station** - return of the bicycle in one of the designated areas, i.e.: the station area or in the return area of the **SWMR bicycle** with observance of the requirements Completion of the rental in a public place, excluding the location of: underground car parks, garages, basements, tunnels, buildings, forests, parks, other areas which are closed and inaccessible to the public and private properties, in the area of operation of **STALOWA WOLA CITY OF BICYCLES**.

III. GENERAL CONDITIONS OF USING THE **STALOWA WOLA CITY OF BICYCLES** SYSTEM

1. **The Operator** enables the Customer to use the Materials via the Mobile Application.
2. Before concluding the Agreement and the Electronic Services Agreement, the Customer is obliged to read the Terms and Conditions.
3. The Operator has made the Terms and Conditions available to Customers free of charge in the Mobile Application and on the **WEBSITE** in a manner that enables the content of the Terms and Conditions to be obtained, reproduced and recorded by means of the ICT system used by the Customer.
4. In accordance with art. 6 pt. 1 of the a.m.d.e., the Operator informs that the use of services provided electronically may involve particular risks related to the possibility of loss of availability, confidentiality or integrity of data. In order to minimise the aforementioned risk, the Operator recommends that the Customers use organisational and technical measures that are adequate to the identified risks, in particular anti-virus software or software protecting identification on the Internet.
5. In order to conclude the Contract, the Customer is obliged to provide true and complete personal data.

IV. TECHNICAL CONDITIONS

1. In order to use the **SWMR via the** Mobile Application, the Customer must fulfil the following technical conditions together:
 - a) having a phone with permanent access to the Internet; equipped with the Android, iOS or HarmonyOS operating system in the version specified in the shop for the operating system;
 - b) installation, on the device referred to in point a), of the Mobile Application
 - c) to have an active electronic address (email address) during the period of conclusion and performance of the Agreement or the Agreement for the Provision of Electronic Services to be able to receive and send messages by means of electrical communication in the form of electronic mail;

- d) having an active mobile telephone number during the period of conclusion and performance of the Agreement or the Electronic Services Agreement;
- 2. The operator provides the latest version of the Mobile Application on the Android, iOS and HadmonyOS operating systems so that the application works correctly, the latest available version must always be installed.
- 3. When registering and using the **SWMR**, the Customer is obliged to keep the password and login secret and not to make them available to third parties.

V. CONCLUSION OF THE CONTRACT

- 1. The conclusion of the Agreement requires that the following requirements are met by the Customer:
 - a) downloading the Mobile Application and registering an account;
 - b) registering in the **SWMR** system via the Mobile Application or the website **<HTTPS://WWW.STALOWAWOLA.BIKE;>**
 - c) to provide the required and correct personal data, i.e. your real name, e-mail address and mobile phone number for further authorisation;
 - d) acceptance of the conditions set out in the Terms and Conditions;
 - e) payment of the initial fee indicated in the Table of Fees and Penalties;
 - f) having the ability to ride a bicycle;
- 2. The Contract shall be concluded when all the conditions set out in paragraph 1 above have been fulfilled together.
- 3. In order to access the Materials, it is necessary to have an account.
- 4. If the Customer provides incorrect data, **the Operator** may block the Customer's account, making it impossible to use the **SWMR** system.

VI. CONCLUSION OF THE E-SERVICE CONTRACT

- 1. In order to conclude an Electronic Services Agreement, it is necessary for the Buyer to fulfil the following conditions together:
 - a) acceptance of the Rules of Procedure;
 - b) use of the Account service
 - c) use of the Mobile Application
- 2. The conclusion of the Agreement for the provision of Electronic Services shall take place upon the creation of an account.
- 3. The Agreement for the Provision of Electronic Services shall expire:
 - a) in relation to the Electronic Services provided to ensure the functioning of the Mobile Application as soon as you stop using the Electronic Services, e.g. by uninstalling the Mobile Application;
 - b) in relation to an Electronic Account Service, upon deletion of the account (where possible).

VII. ELECTRONIC SERVICES

- 1. The Operator provides the Electronic Service "accounts" to the Customer.
- 2. The Customer can independently create an account in the Mobile Application during registration. The Customer will receive a first password from the Operator at the email address provided, which must be changed immediately upon receipt.

3. The Operator shall take measures to ensure the proper functioning of the **SWMR** and the Mobile Application, the Customer shall immediately inform the Operator of any malfunctioning of the **SWMR** and the Mobile Application
4. The Operator may carry out technical, maintenance and development work on the Website, in particular adding, changing or deleting functionality of the **SWMR** and the Mobile Application,

VIII. GENERAL CONDITIONS FOR RENTING BICYCLES IN **SWMR**

1. The customer rents the bicycle from the **OPERATOR** on the terms and conditions specified in the Rules. The customer undertakes to abide by the terms and conditions of the Regulations, in particular to pay the fees in accordance with the Table of Fees and Penalties, to use the bicycle in accordance with these Regulations and to report defects via the application or by e-mail at bok@roovee.eu.
2. In order to use the **SWMR**, the customer should have cycling skills and be familiar with the provisions of the Highway Code as far as cycling is concerned and should be in a state of health which allows safe cycling.
3. From the time of hire of the bicycle until the end of the rental, the customer is solely responsible for the bicycle.
4. In the case of a theft of the bicycle during the rental, the customer is obliged to immediately notify the Customer Service at 22 300 51 19 and to immediately report this fact to the nearest police or municipal police unit.
5. In the event of inadequate security of the rented bicycle, the customer shall be financially responsible for its theft, in particular if he/she fails to lock the ROOVEE LOCK CONTROL manually or if he/she leaves the bicycle in underground car parks, garages, cellars, tunnels, buildings, forests, parks, other areas which are locked and inaccessible to the public and private properties, within the area of operation of **STALOWA WOLA MIASTO ROWERÓW**.
6. The customer may rent a maximum of **5** at a time. If the customer rents **5 bikes**, he/she is fully responsible for all the bikes he/she rents.
7. **OPERATOR** allows the customer to fit their own bike seat to the **SWMR bike**. **The customer bears the** sole responsibility for the mounting and any possible damage resulting from the mounting and use of the bike seat. Before mounting the bicycle, the customer should carefully check the technical condition of the bicycle, in particular the **SEAT ON WHICH THE SEAT IS MOUNTED**.
8. Minors, i.e. persons who are at least 13 years of age and under 18 years of age or other persons who have limited legal capacity, must provide **the Operator with** a written consent of a parent (legal guardian) or statutory representative to enter into the Agreement, together with the relevant declaration constituting Appendix 3 to the Terms and Conditions on assuming liability for any damage, in particular in connection with non-performance or improper performance of the Agreement. Both the consent and the statements must contain the handwritten signature of the person making the relevant statements and contact details of the parent/legal guardian, including a telephone number. The Operator reserves the right to verify the statements, including contacting the persons signing the document. The declaration must be delivered in electronic form (scan) to the following address: bok@roovee.eu. Upon positive verification, the Agreement is deemed to have been concluded and from that time the minor has access to the Mobile Application and may use its functionalities.
9. The Operator shall not be liable for false data provided by persons with limited legal capacity.
10. The customer may use the rented bicycle on the territory of the City of **STALOWA WOLA** within a defined area, which is specified in Appendix No. 1 to these Regulations. The area can also be consulted on the website <https://www.stalowawola.bike> and in the mobile application.
11. The stop/pause is included in the rental time and is added to the final charge according to the Table of Fees and Penalties.

12. Booking a bicycle is voluntary and allows the customer to reserve the bicycle of his/her choice. The reservation lasts 10 minutes and is not included in the rental time of the bicycle. If the bicycle is not rented within 10 minutes of the booking, the booking is released automatically. The reservation is free of charge. The system operator may limit the number of reservations made in a row and also introduce a time after the end of the reservation, during which it will not be possible to start a new reservation.
13. If the Customer is found to be using the **SWMR** infrastructure in a manner inconsistent with the Terms and Conditions, the Operator may block the Customer's account. In such a situation, re-registration may only be carried out with the prior consent of the **Operator**.
14. **The Operator** reserves the right to contact the Customer for the purpose of fulfilling the Contract.

IX. CUSTOMER LIABILITY AND PROHIBITED CONDUCT

1. The customer is responsible for using the bicycle in accordance with the Terms and Conditions, the purpose of the bicycle and the Highway Code.
2. The customer is obliged to use the bicycles and the application in a manner consistent with their intended use, without interfering with its operation, respecting the personal rights of third parties, and to use any services made available via the Mobile Application only within the scope of permitted use.
3. From the moment the bicycle is rented until the bicycle is properly terminated, the customer is responsible for the bicycle and is obliged to take all reasonable measures to prevent any damage, total destruction and theft of the bicycle.
4. After renting the bicycle, the customer is obliged to verify the technical condition of the bicycle, in case of finding any damage on the bicycle he/she should immediately report the damage via the Mobile Application using the option **Report bike damage** and withdraw from the ride and rental with the damaged bicycle. In the case of the Customer's failure to verify the technical condition of the rented bicycle, the **Operator** is released from any liability for damages incurred by the Customer to the fullest extent permissible within the limits of the applicable law.
5. In the event of a malfunction while using the bicycle, the customer must report this to ROOVEE Customer Service as soon as possible and return the bicycle to the **SWMR** Station Area and, if the customer is unable to continue riding, cease further use of the bicycle and return the bicycle to the nearest available location in accordance with the rules for the termination of the rental and return of the bicycle outside the area.
6. It is forbidden to use bicycles in a manner incompatible with their intended use, in particular:
 - a) exceeding the load capacity of the boot
 - b) use the bicycle for more than the number of persons allowed on the bicycle, the value of which is indicated for the respective type of bicycle
 - c) driving a speeding bicycle up high kerbs,
 - d) use of bicycles outside places of bicycle traffic, including skateparks,
 - e) competitive riding, performing bicycle stunts,
 - f) use of the bicycle at the risk of damaging it,
 - g) changing derailleur gears on a bicycle when standing and in motion with the chain tensioned,
 - h) exceed the load capacity of the luggage carrier of all types of bicycles indicated in the Terms of Use;Additional penalties will be charged for using the bicycles in a manner inconsistent with their intended use in accordance with the Table of Fees and Penalties - appendix no. 2 to the Rules.
7. It is forbidden to use bicycles of the **SWMR** system by persons under the influence of alcohol, intoxicants, any psychoactive substances or substitutes within the meaning of the regulations on counteracting drug addiction, medicines the intake of which constitutes a contraindication to driving.

8. The customer may only use the bicycles for private use.
9. The customer is not allowed to transport bicycles in cars or other means of transport, whether public or private.
10. During the rental, the customer bears full responsibility for the bicycles lent or made available to third parties, in particular for any damage and theft, until the rental is correctly terminated.
11. It is prohibited for the Customer to use private security devices (e.g. rope, chain, U-lock, combination locks) which are not part of the **STALOWA WOLA MIASTO ROWERÓW** system. The Operator reserves the right to remove private security devices used by the Customer, in which case an additional fee may be charged in accordance with the Table of Charges and Penalties constituting Appendix No. 2 to the Regulations.
12. The customer is obliged to return the rented bicycle in a condition not deteriorated from the state in which he/she decided to rent the bicycle.
13. In the event of any problems returning the bicycle, the customer must contact Customer Service immediately.
14. In the event of an incorrect return, in particular by not locking the ROOVEE LOCK CONTROL or by returning the bicycle in an unauthorised place, the customer will be charged for any further rental and will be held fully responsible for the theft or damage to the bicycle.
15. The Customer shall be liable for any potential damage resulting from the non-performance or improper performance of the Contract up to the full amount.
16. The customer is obliged to cover all fines, penalties and fees imposed on him/her in connection with the use of the bicycle contrary to the applicable legislation and the Rules.
17. In the event of damage to or destruction of the **SWMR** infrastructure (bicycles, stands, information boards), the customer will be obliged to cover all repair costs. The Customer will be billed or invoiced for the relevant repair in accordance with the Table of Charges and Penalties. The Customer agrees to charge money to cover the damage from their available funds in the Mobile Application.
18. In the event that intentional damage or destruction of the **SWMR** system infrastructure is committed, a report will be made to the law enforcement authorities and the person who committed the damage will be liable to pay all costs for the damage or destruction committed.
19. In the event of non-payment of the amount due, **the Operator** reserves the right to take appropriate legal action against the Customer to obtain payment for the Agreement performed, resulting in the blocking of the Account until the amount due is paid. The Operator shall have the right to charge statutory interest for late payment on overdue amounts from the due date until the date of actual payment in full.

X. METHODS OF PAYMENT

1. The fees to be paid by the Customer **to the Operator** for the performance of the Agreement are set out in the Table of Fees and Penalties.
2. Payments for the use of the **SWMR** system are made using Autopay Online Payments.
3. The client pays the initial fee and any fees under the Table of Fees and Penalties via the wallet module in the app.
4. When making a payment, the Customer shall read and accept the terms and conditions relating to Autopay's Online Payment function.
5. Any claims and complaints of the Customer relating to the provision of payment services or the operation of the system shall be addressed to the service provider of the system - Autopay S.A. with its registered office in Sopot, 81-717 Sopot ul. Powstańców Warszawy 6, registered in the register of entrepreneurs kept at the District Court Gdańsk-Północ in Gdańsk, VIII Commercial Division of the National Court Register under KRS no. 0000320590, NIP no.: 585-13-51-185, REGON no.: 191781561, share capital 2 000 000 zł.
6. At the request of the Customer, the Operator will issue a VAT invoice to the Customer, if the Customer wishes to receive an invoice, he should contact the e-mail address bok@roovee.eu.

XI. RENTAL AND RETURN OF THE BICYCLE

1. Bicycle rental is possible if the customer has an active account and has made an initial payment.
2. The rental time including Standstill/Pause will be charged according to the Table of Charges and Penalties until the rental is correctly terminated. If insufficient funds are available on the account, the client does not have to terminate the rental, but is obliged to pay the difference (underpayment) within 7 days. If the payment is not made within the specified period, a procedure will be initiated to obtain the amount due from the Operator.
3. The rental is made by activating the application on the mobile device and scanning the QR code, which is located on the handlebars and the ROOVEE LOCK CONTROL device, or by contacting the Customer Service and providing the telephone number, Telecode and the number of the bicycle to be rented. It is also possible to rent a bicycle via SMS by sending a message with the text "start bicycle number", e.g. "start 1627629", to the telephone number +48 500 70 70 70. Once the QR code has been scanned correctly using the application or by entering the correct data to the Customer Service consultant or by using the rental option via SMS, ROOVEE LOCK CONTROL is unlocked.
4. From the moment ROOVEE LOCK CONTROL is unlocked, time is charged for the rental of the bicycle in accordance with the Table of Fees and Penalties.
5. In accordance with the provisions of Chapter IX, point 4, the Customer is obliged to verify the technical condition of the bicycle before the ride. In the case of damage to the bicycle, the Customer shall immediately report the defect via the Mobile Application using the option **Report a bike defect** or by contacting the **ROOVEE BOK** and shall refrain from using (riding) and thus renting the bicycle. The Customer shall be responsible for any possible damage resulting from riding a defective bicycle.
6. It is not recommended to use the Stop/Pause option outside the operating area of the system. This may result in difficulty in renting the bike again.
7. Before placing the mobile phone in the phone holder, the customer must check the technical condition of the holder and the completeness of its components. The holder consists of a plastic base rigidly attached to the bicycle on a double clamp, the QR code and rubber bands securing the phone on both sides. In case any of the components are missing or the holder is otherwise damaged, the customer is obliged to immediately report the fault to Customer Service by phone, e-mail or using the mobile application and refrain from using the holder. The Customer placing the phone in the cradle despite the absence of any of the elements or other damage to the cradle, is responsible for the phone so carried and waives the right to any claim for its possible damage.
6. The basket, which is mounted on the front of the bike, is designed and suitable for carrying lightweight items. The maximum load of the basket is 10kg. The customer is responsible for any damage resulting from inappropriate use of the basket, as well as for damage to and abandonment of items transported in the basket.
7. The maximum load for the standard type of bike is 120 kg.
8. The maximum load for an electric standard bike is 140 kg.
9. The maximum load for a tandem bike is 240 kg.
10. The maximum load for a child's bike is 40 kg.
11. The customer should choose the bicycle for rental taking into account his/her height and ability to move freely.
12. Standard, electric bicycles are designed for use by 1 person.
13. Tandem bikes are designed for use by up to 2 people.
14. In the event of any problems with the rental or return of the bicycle, the User should contact the Customer Service immediately.
15. There is no additional charge for returning the bicycle in the **SWMR** station area.

16. If the bicycle is returned outside the **SWMR** station area, the customer will be charged an additional fee of 10.00 PLN.
17. If the bicycle is left outside the **SWMR** Operation Zone, the customer will be charged a penalty in the amount of:
 - up to 15 km - PLN 100.00
 - up to 50 km - PLN 500.00
 - over 50 km - PLN 5,000.00.

The customer is liable for any damage, damage to or theft of the bicycle, if the bicycle is left outside the **SWMR** operating area, to the full extent of the damage.

18. The maximum rental time is 12 hours. A penalty of PLN 200 will be charged to the customer for exceeding 12 hours of rental.
19. The return of the bicycle should be understood as the return of the bicycle in one of the designated areas, i.e.: the station area or the return area of the **SWMR bicycle** with the requirements to end the rental in a public place, with the exclusion of the following locations: underground car parks, garages, basements, tunnels, buildings, forests, parks, other areas which are closed and not accessible to the public and private properties, in the area of operation of the **STALOWA WOLA CITY OF BICYCLES**. The bicycle must be supported by a foot/leg. It is not permissible to leave the bicycle in a lying position. The bicycle must also not be leaning against a pole, tree or building.
20. The customer is obliged to take a photo of the bike after each ride by using the function in the app "Take a photo".
21. The photograph taken of the bicycle referred to in para. 23 above, must be clear and include the entire rented bicycle. The photo, apart from the indicated bicycle, should not include any other object with distinctive features and should not capture any persons, including in particular the image features of those persons.
22. The customer must check after each trip that the trip has been completed correctly in the application. If it is not possible to complete the ride in the application, the customer must contact Customer Service immediately. If no contact is made, all costs associated with the ongoing rental will be borne by the customer. The fee will be charged in accordance with the Table of Charges and Penalties.
23. If the ROOVEE LOCK CONTROL cannot be locked, the Customer is obliged to contact the Customer Service immediately. If no contact is made, the Customer shall be responsible for any potential damage, breakage or theft of the bicycle up to the full amount of the loss incurred by the **OPERATOR**.
24. In the event of incorrect return of the bicycle, in particular failure to lock the ROOVEE LOCK CONTROL device or leaving the bicycle in an unauthorised place, the Customer will be charged in accordance with the Table of Fees and Penalties. The customer shall be held fully responsible for the incorrectly returned bicycle until the ROOVEE LOCK CONTROL device is properly locked or the bicycle is left in a place permitted in the **SWMR** operating area.
25. In the event of an accident or collision while using the rented bicycle, the customer is obliged to write down an appropriate statement or call the police to the place of the incident. In the event of such an occurrence the customer is also obliged to inform the Customer Service.

XII. FAILURES AND REPAIRS

1. In the event of any malfunction, the Customer should immediately report it via the application using the **Report a fault** module or make a report via Customer Service. If a failure is not reported, the customer may be charged for the subsequent repair costs.
2. The customer is not entitled to repair the rented bike or interfere in any other way. The only person entitled to do so is the **Operator**.

3. It is recommended that the customer has the possibility to contact the Customer Service (by phone or e-mail) while using the rented bicycle.

XIII. FEES

1. All charges shall be calculated in accordance with the Table of Fees and Penalties, which, in accordance with the provisions of the Regulations, is attached as Appendix 2.
2. Charges for the use of a rental bike vary and depend on the length of the rental/pause.
3. The calculation of the fee is based on the number of minutes of rental, which is counted from the moment of renting the bike until the end of the rental.
4. In the event that the charged fares exceed the available funds, the Customer is obliged, in accordance with the provisions of Section XI, point 2 of these Terms and Conditions, to replenish his/her account to at least a balance of PLN 0 within 7 days.

XIV. RIGHT OF WITHDRAWAL AND TERMINATION

1. The Consumer or PNPk has the right to withdraw from the Agreement within 14 calendar days of its conclusion without giving reasons and without incurring costs. In order to withdraw from the Agreement, it is necessary for the Consumer or the PNPk to make an unequivocal statement, e.g. by post or by e-mail to bok@roovee.eu. In order to meet the deadline referred to in the first sentence, it is sufficient to send the information on withdrawal from the Agreement before the expiry of the deadline referred to in the first sentence. A model declaration of withdrawal is attached as Annex 6 to the Terms and Conditions. The consumer or PNPk may use it, but is not obliged to do so.
2. **The Operator shall**, within 14 days from the date of the withdrawal statement, refund to the Consumer or PNPk the amount that it has credited to its account. **The Operator** shall refund the Consumer or PNPk using the same method of payment used by the Consumer or PNPk, unless the Consumer or PNPk has agreed to make the refund by another method that does not incur any costs for the Consumer or PNPk.
3. If the Consumer or the PSC exercises the right of withdrawal after having made a request in accordance with Articles 15(3) and 21(2), u.p.k. shall be obliged to pay for the services performed up to the time of withdrawal.
4. After the expiry of the period referred to in paragraph 1 above, the Customer has the right to terminate the Agreement at any time during its duration. The termination of the Agreement shall be sent to bok@roovee.eu. Termination of the Agreement shall take place as soon as possible, but no later than 5 days after receipt of the notice of termination, unless the Customer, according to his/her billing account, **has** unpaid receivables to the **Operator, in which case the Agreement shall be terminated upon settlement of his/her** billing account balance to PLN 0 by the Customer.
5. If the funds exceed 0 PLN on the date of termination of the Agreement, they will be returned to the bank account number provided by the Customer. The funds will be reimbursed within 21 days from the date of termination of the Agreement.

XV. COMPLAINTS

1. The customer is entitled to file a complaint, which should be submitted by e-mail or in writing to the **OPERATOR's** address.
2. It is recommended that the Customer indicates the following information in the complaint:
 - a) name;
 - b) contact details;

- c) brief description of the situation
 - d) information (evidence) supporting the situation described
3. Complaints will be dealt with immediately, but within no more than 14 days of receipt or supplementation. If the complaint needs to be supplemented, the time limit shall run from the date of delivery of all documents, explanations and similar supplementary documents. If it is necessary to supplement the documents, the **Operator** will indicate the scope of the documentation to be supplemented.
 4. The customer will be informed accordingly by e-mail, either to the e-mail address provided during registration or to the e-mail address provided during the complaint.
 5. The lodging of a complaint does not release the Customer from the fulfilment of its timely obligations due to the Operator.
 6. The handling of the complaint consists in particular of the identification of the problem, a thorough assessment of the validity and the resolution of the complaint.
 7. The Customer shall have the right to appeal once against a decision made by the Operator within 14 days of delivery of the decision to the Customer. The appeal should also be sent to ul. Ryżowa 33a/7, 02-495 Warsaw. The appeal will be considered within 14 days of its receipt. The Customer shall also have the right to submit a request for reconsideration of the case which is the subject of the decision, which was issued as a result of the complaint, or may file an appeal to **MZK Sp. z o.o., ul. Komunalna 1, 37-450 Stalowa Wola**.
 9. The Customer shall be entitled to claim damages for failure to provide or improper provision of the Service in court proceedings once the complaint procedure has been exhausted.
 10. The operator's liability in respect of non-performance or incorrect performance of the service shall be limited to the actual damage and shall not include lost profits.
 11. In the event of a complaint regarding fees, penalties charged, etc. and it is successful, the money will be refunded to the Customer's Roovee account within 14 days of the Customer being informed of the successful outcome of the complaint.

XVI. ACCOUNT BLOCKING

1. In case of non-compliance with the terms and conditions of use of ROOVEE BIKES contained in these Terms and Conditions, the Operator reserves the right to block temporarily or permanently the Customer's Account with the **STALOWA WOLA CITY OF BIKES** system
2. The account may be blocked in particular if the Customer:
 - a) uses the bicycle in a manner incompatible with its intended use
 - b) he/she has not completed the personal data or has provided false data
 - c) leaves the bicycle unsecured ROOVEE LOCK CONTROL
 - d) damaged a bicycle or other property belonging to the Operator
 - e) hired a bicycle, which then went missing
 - f) created more than one account with the same e-mail address
 - g) Roovee account balance is negative
 - h) taking a photograph showing something other than the vehicle in which the journey was made

XVII. PROTECTION OF PERSONAL DATA

1. The controller of Data processed by means of the ROOVEE System is ROOVEE S.A, Ryżowa 33a/7, 02-495 Warsaw.

2. The Data Controller has appointed a Data Controller whom you can contact via e-mail: iod@roovee.eu.
3. The Data Controller informs you that your personal data will be processed for the following purposes:
 - a) the performance of the contract (pursuant to Article 6(1)(b) of the RODO);
 - b) to respond to enquiries and requests and to provide technical assistance and the basis for processing is the legitimate legal interest of the controller (pursuant to Art.6(f) RODO),
 - c) to determine the location of your device in order to be able to show you information about bicycle stations and to perform the service of showing you the route to the nearest bicycle on the basis of your consent (pursuant to Article 6(1)(a) of the RODO)
 - d) to establish or possibly assert/defend claims (pursuant to Article 6(f) of the DPA).
4. The Data Controller informs you that your personal data will be stored for the period necessary for the performance of the contract or the existence of a legitimate interest of the Controller, and thereafter for the purposes and to the extent required by law or for the safeguarding of possible claims.
5. The Data Controller informs you that data processed on the basis of consent will be processed until the consent is withdrawn or until it ceases to be useful, whichever event occurs first. The withdrawal of consent does not affect the lawfulness of previous processing.
6. Your personal data will not be used for automated decision-making, including profiling.
7. Your data will not be transferred outside the EEA.
8. You have the right to access, rectify, erase or restrict processing of your personal data, to object to processing, and the right to data portability;
9. You have the right to lodge a complaint with a supervisory authority if, in your opinion, the processing of your personal data violates the provisions of the RODO
10. The provision of your data is voluntary, but is a condition for the conclusion and performance of the contract. Failure to provide personal data will result in the impossibility to conclude and perform the contract.
11. We would like to inform you that the recipients of your data will be the entities responsible for the operation of IT systems, entities providing accounting and legal services, as well as all authorised institutions and authorities under the applicable legislation.
12. Your data are not subject to automated decisions
13. For information regarding the processing of personal data concerning you, please contact: iod@roovee.eu.

XVIII. OUT-OF-COURT DISPUTE RESOLUTION

1. **The OPERATOR** informs that the Consumer or the PNPk has the right to settle complaints out of court as well as to assert claims.
2. The out-of-court handling of complaints as well as the assertion of claims by the Consumer or PNPk is possible in particular:
 - a) before permanent amicable consumer courts operating at Voivodship Inspectorates of Trade Inspection. Detailed information on how to access this procedure and the applicable procedures can be found on the website of the Office of Competition and Consumer Protection at: https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumentkich.php;
 - b) through mediation conducted by voivodship inspectorates of the Trade Inspection and their branch offices. The role of the mediator in the dispute is then performed by an employee of the inspectorate, while observing the principles of impartiality and fairness. Detailed information on how to access this procedure and the procedures applied is available in the offices and on the websites of the individual Voivodship Inspectorates of Trade Inspection.
3. The consumer or PNPk can also make use of the district consumer ombudsman. The district consumer ombudsmen are available at the district or town hall (in towns with district rights). Detailed information is available at: <https://uokik.gov.pl/rzeczniczy.php>.

4. The consumer has the right to lodge a complaint via the EU ODR (Online Dispute Resolution) platform available at:<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>.

XIX. AMENDMENT TO THE RULES OF PROCEDURE

1. **OPERATOR** is entitled to amend the Terms and Conditions for important reasons, in particular:
 - a) the need to adapt the Rules of Procedure to changes in legislation, recommendations, interpretations or guidelines from competent courts or authorities;
 - b) a decision of a competent common court or a decision of a competent authority which may affect the rights or obligations of the **OPERATOR** or the BUYER.
2. The amended Terms and Conditions will be published on the Website at <https://www.stalowawola.bike> in the Application. Each version of the Terms and Conditions has been provided with information as to when it is effective.
3. In addition, the **OPERATOR** will notify the Buyer of the planned change to the Terms and Conditions to the electronic address (email) indicated by the Buyer.
4. The amended Terms and Conditions will become effective within 14 (in words: fourteen) calendar days from the date of notification to the Customer in accordance with subclause 3, unless a shorter period is necessary due to mandatory regulations or obligations incumbent on the **OPERATOR on the** basis of a general court ruling or an authority decision.
5. In the event of non-acceptance of the change to the Terms and Conditions, the Consumer or PNPk shall inform the **OPERATOR of** its decision in a manner of its choice.

XIII. FINAL PROVISION

1. The Rules of Procedure are subject to Polish law and have been drawn up in accordance with Polish law.
2. In matters not covered by these Rules, the provisions of the applicable law shall apply.
3. Disputes between the **OPERATOR** and a Customer who is not a Consumer or a PNPk will be dealt with by the common court with local jurisdiction over the seat of the **OPERATOR**. In case of disputes with a Consumer or PNPk, the jurisdiction of the court will be determined according to the general rules.
4. The regulations are effective as of 01.04.2023.

Annexes to the Regulations:

Annex 1 Stations and SWMR Operation Zone

Annex No. 2 Table of fees and penalties.

Annex 3 Declaration by parent/legal guardian.

Annex 4 Complaint form.

Annex 5 Refund Form

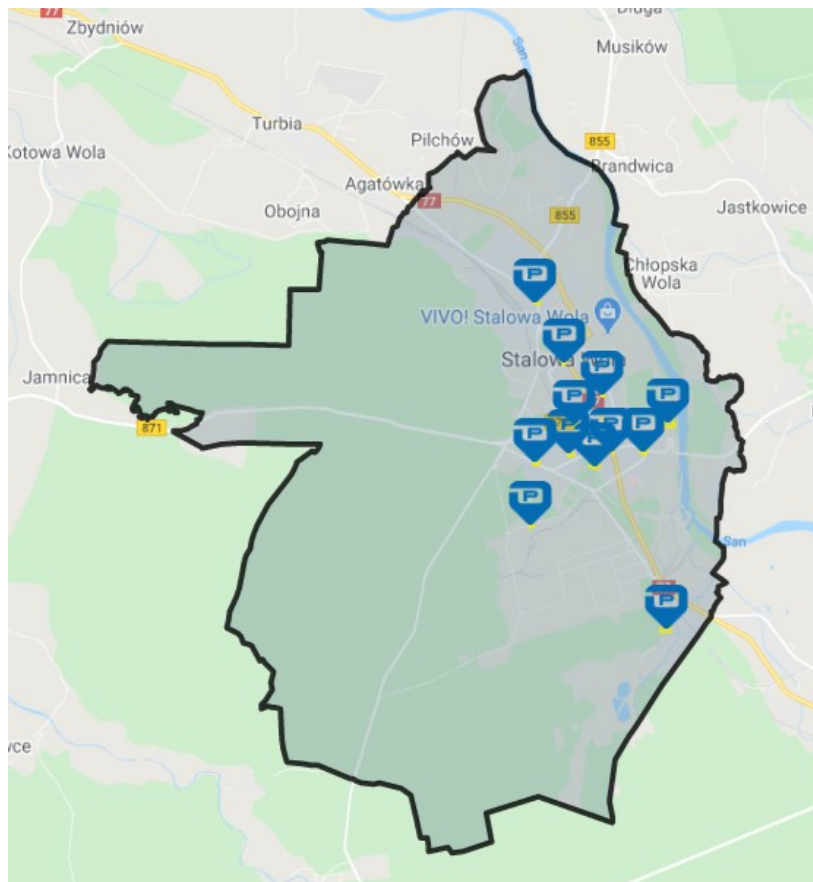
Annex 6: Model declaration of withdrawal

Annex 1 Area and zones of operation of the STALOWA WOLA CITY OF BICYCLES system

I. ZONE STALOWA WOLA MIASTO ROWERÓW - ROOVEE PARK

- MDK, Piłsudski Square (plot number - 268/10),
- Municipal Park, Narutowicza Street (plot number - 812/6),
- Huta, Huta Solidarity Roundabout (plot number - 26/30),
- Jana Pawła II - Górka, Aleje Jana Pawła II (plot number - 1325/10),
- Market Hall, Okulickiego Street (plot number - 795/183),
- KEN roundabout, ul. Komisji Edukacji Narodowej (plot number - 1351),
- Basilica, Aleje Jana Pawła II Street (plot number 1352/196),
- Blonia, Blonia Nadszańskie (plot number - 1642/2),
- Hutnik, ul. Wańkowicza (plot number 2/511),
- Siedlanowskiego, ul. Ofiar Katynia (plot number - 145/8),
- Czarnieckiego, ul. Czarnieckiego (plot number - 2241/1),
- Rozwadów Market, Market Street (plot number - 329/2),
- Cold Water Park, Spatial Street (plot number - 2428/105),
- Piaski Estate, Kazimierza Wielkiego Street (plot number - 1219),
- Library, Popieluszki Street (plot number - 800/18).

II. Functional Zone STALOWA WOLA CITY OF BICYCLES



Annex 2 Table of fees and penalties

| Lp. | Title | Gross amount |
|--|--|---------------|
| 1. | Initial fee (to be used for reimbursable journeys) | PLN 10.00 |
| 2. | Minimum balance to start the journey | PLN 10.00 |
| 3. | Fee for 1 minute of driving for the first 30 minutes | PLN 0.00 |
| 4. | Fee from 31 to 60 minutes of driving | PLN 1.00 |
| 5. | Fee for 1 minute of standstill/pause after 60 minutes | PLN 0.05 |
| 6. | Additional fee for leaving the bicycle outside the STALOWA WOLA CITY OF BICYCLES - ROOVEE PARK zone | PLN 10.00 |
| 7. | Bonus for putting your bike outside the STALOWA WOLA MIASTO ROWERÓW - ROOVEE PARK into the STALOWA WOLA MIASTO ROWERÓW - ROOVEE PARK area | PLN 2.00 |
| 8. | Penalty for leaving a bicycle < 15 km outside the SWMR operation area | PLN 100.00 |
| 9. | Penalty for leaving a bicycle > 15 km outside the SWMR operation area | PLN 500.00 |
| 10. | Penalty for theft or damage to bicycle or child's bicycle | PLN 5,000.00 |
| 11. | Penalty for theft or destruction of a bicycle with a child seat | PLN 5,000.00 |
| 12. | Penalty for theft or destruction of a tandem bicycle | PLN 10 000.00 |
| 13. | Penalty for misuse of bicycle | PLN 200.00 |
| 14. | Penalty for leaving a bicycle in a place other than a public place (including garages, tunnels, private property, closed cemeteries, cellars, buildings, cars, forests, parks) | PLN 200.00 |
| 15. | Penalty for damaging or stealing from the STALOWA WOLA CITY OF ROWERÓW - ROOVEE PARK zone | PLN 1,000.00 |
| 16. | Fee for sending a text message with a call for payment | PLN 5.00 |
| 17. | Fee for sending a debt collection letter | PLN 30.00 |
| Fee for theft or destruction of individual SWMR elements | | |
| 1. | Standard bicycle frame, children's | PLN 5000.00 |
| 2. | Tandem bicycle frame | PLN 10 000.00 |
| 3. | Dynamo | PLN 400.00 |
| 4. | Front lamp | PLN 80.00 |
| 5. | Rear lamp | PLN 80.00 |
| 6. | ROOVEE LOCK CONTROL | PLN 1500.00 |
| 7. | Steering wheel | PLN 200.00 |
| 8. | Bell | PLN 40.00 |
| 9. | Pedal | PLN 50.00 |
| 10. | Basket | PLN 200.00 |
| 11. | Tyre | PLN 200.00 |

| | | |
|-----|---------------------|------------|
| 12. | Rim | PLN 200.00 |
| 13. | Spoke | PLN 2.00 |
| 14. | Saddle | PLN 200.00 |
| 15. | Bar | PLN 150.00 |
| 16. | Mudguard | PLN 100.00 |
| 17. | Power cables, plugs | PLN 150.00 |
| 18. | Support | PLN 100.00 |
| 19. | Hub | PLN 700.00 |
| 20. | Fork | PLN 250.00 |
| 21. | Grips | PLN 50.00 |
| 22. | Handles | PLN 100.00 |
| 23. | Front brake | PLN 200.00 |
| 24. | Crank | PLN 200.00 |
| 25. | Phone holder | PLN 50.00 |
| 26. | Handlebar support | PLN 200.00 |

| | | |
|-----|------------------------|-------------|
| 27. | Child seat | PLN 1000.00 |
| 28. | Solar panel | PLN 1000.00 |
| 29. | Repair work (one hour) | PLN 60.00 |

Annex 3 Declaration by the parent/legal guardian

Declaration (by parent/guardian)

I, the undersigned, give my consent for my child (minor) to enter into a

.....

.....
name of the child

.....

.....
name of mentor

.....

.....
guardian's telephone number

.....

.....
tutor's e-mail address

agreement with ROOVEE S.A. for the use of the ROOVEE System.

I accept the Rules and Regulations and declare that I accept full responsibility for any damages, in particular arising from the minor's failure to comply with the Rules and Regulations, and that I will cover the ongoing liabilities set out in the Table of Fees and Penalties. I further undertake to replenish my child's (minor's) account in the Roovee System via the mobile application.

.....

Place, date, legible signature of parent (guardian)

Annex 4 Complaint form

Complaint

Me,
(Name) (Telephone number)

I am filing a complaint regarding the rental of a bicycle numbered, from
.....
(name of zone, exact address)

I hired the bike using the mobile app at, while I returned it at, by the
..... zone / outside the zone, at:
,.....

Total driving/rental/pause/stopping time was I disagree with the charge of
..... because
.....
.....
(reason for complaint)

Annex 5 Refund Form

Return of funds

.....,,
(Name) (Telephone number) (Email address)

I request a refund of the initiation fee paid on.....,
in the amount of to account number.....

.....
(Place, date, legible signature)

ANNEX 6

(place and date)

OPERATOR

CUSTOMER:

(name and surname)

(mailing address)

Declaration of withdrawal

I, the undersigned _____ (*name*), hereby rescind the Agreement entered into between me and **the OPERATOR** on _____.

(signature)