

**Terms of Service  
of Komornicki System Rowerowy**

Valid from 1 July 2019

**I. General Provisions**

1. The hereby Terms of Service specify the principles and conditions of using Komornicki System Rowerowy (hereinafter: KSR), launched and operating within the administrative borders of the Komorniki municipality.
2. Terms of Service of KSR as well as the Privacy Policy are available free of charge on the internet website [www.komornickirower.pl](http://www.komornickirower.pl) in such a way so as to enable familiarising with the content, obtaining, broadcasting and recording it. These documents may be obtained at the headquarters of Nextbike Polska S.A. with its registered seat in Warsaw, which is the Operator of KSR.

3. Contact:

Nextbike Polska S.A.  
ul. Przasnyska 6b  
01 – 756 Warszawa  
e-mail: [bok@komornickirower.pl](mailto:bok@komornickirower.pl)  
tel.: 61 635 01 11

4. Nextbike Systems are compatible, that is setting up an account in one of the systems enables the use of bike rental stations in other cities, unless the terms of service of a given system indicate otherwise: Current list of cities in which Nextbike systems are active may be found under the following address <https://nextbike.pl/o-nextbike/>

**II. Definitions**

1. **Mobile Application** – mobile application enabling the use of KRS, Poznański Rower Miejski (PRM) and Luboński Rower Miejski (LRM) The use of Mobile Application is possible on smartphone type of devices with an adequate, valid Android, iOS or Windows Phone system, which facilitates the download of Mobile Application from an online store. The Application is available for download free of charge at Google Play stores and Apple AppStore, whilst permanent access to the Internet as well as registration of Client Account within KSR System is the condition for its download and use.
2. **Adapter** – an element mounted on the fork of the KSR bike front wheel's fork which connects the bike with an Electric lock.
3. **Contact Centre (CC)** – service launched by the Operator, ensuring that the Clients have contact with the Operator by means of:  
  
infoline available 24/7 at the following number: 61 635 01 11  
electronic post under the address [bok@komornickirower.pl](mailto:bok@komornickirower.pl)  
  
Information regarding the functioning of CC are available on the internet website [www.komornickirower.pl](http://www.komornickirower.pl)
4. **Account Blockade** – preventive measure consisting of preventing the use of KSR, which may be applied by the Operator in case of breaching by the Client of provisions of the hereby Terms of Service, in particular in case of a breach which constitutes a damage to the property of the Operator.
5. **Promotional Voucher** – a voucher offered by the Operator which enables topping up Client Account. The voucher amount and its designation is established by the Operator and it is non-refundable. The means from the vouchers are used in the first place, prior to the means paid in by the Client.
6. **Price List and Table of Additional Fees** – price list for KSR services and charges, constituting an integral part of the Agreement. Price List and Table of Additional Fees constitutes Appendix no. 1 to the hereby Terms of Service and is available on the internet website as well as within the Mobile Application.

7. **Duration of Rental** – time counted from the moment of Rental (releasing of electric lock combined with sound signal) until the moment of Bike Return through connecting it with an electric lock and blocking the Bike. In case of lack of free Electric Locks, through connecting the Bike with digital lock to the stand or to another correctly secured Bike located at KSR Station subject to point II.24. Post blocking the digital lock, one must complete Rental through the Terminal, Mobile Application or by contacting CC. Sole connecting the Bike does not signify its Return.
8. **Electric lock** – mechanism which releases/blocks KSR Bikes in the docking station. Electric lock constitutes an integral part of each stand at the Station of KSR Bikes. Its automatic closure and blockade of a Bike is combined with a sound signal.
9. **Client Identifier** – individual number assigned to a Client, corresponding to the number of the mobile phone indicated during registration and a 6-digit PIN number. Any RFID proximity card may also constitute an identifier. Details concerning registration and Client identifiers have been described in Section VI Registration. Registration.
10. **Client/User** – any natural person, user of the KSR System who has accepted Terms of Service and carried out registration at the KSR System thereby concluding Agreement with the Operator.
11. **Komornicki System Rowerowy/KSR** – system of Bike rental stations launched by the Operator, which includes, in particular, Bikes, technical infrastructure, software and devices which enable Rental and Return of Bikes.
12. **Client Account/Account** – personal Client Account created during registration for the purposes of using KSR System as well as charging fees in line with Appendix no. 1 to the Terms of Service. The Client may link compatible cards and mobile devices with his or her account at KSR, in accordance with RFID standard, facilitating the process of Bike Rental.
13. **Cost of repairs** – cost calculated by the Operator in relation to the damage of a Bike, based on the price list constituting Appendix no. 2 to the hereby Terms of Service.
14. **Top up amount** – payment of the minimum of 1 PLN submitted towards Rentals onto Client Account.
15. **Minimum Account balance** – minimum balance which a Client ought to have in order to be entitled to a Bike Rental.
16. **Operator** – company Nextbike Polska S.A. realizing the service of KSR maintenance with its registered seat at Ul. Przasnyska 6b, 01-756 Warsaw, entered into the register of entrepreneurs of the National Court Register, maintained by the District Court for the city of Warsaw in Warsaw, XII Economic Department of the National Court Register under the following numbers: KRS 0000646950, REGON 021336152, NIP 8951981007.
17. **Initial fee** – amount paid by Clients upon registering in the KSR System. The level of initial fee has been defined in Appendix no. 1. It will be set off against further rental fees.
18. **Privacy Policy** – separate document to the document of Terms of Service, which specifies the conditions for the processing of Client personal data by the Operator. Privacy policy is available under the following address <https://komornickirower.pl/polityka-prywatnosci>.
19. **Explanatory proceeding** – a set of actions undertaken by the Operator, targeted at establishing the circumstances and events occurring in relation to the use of bikes, in particular, those related to breaching of the Terms of Service, accidents and collisions or damages to the property of the Operator.
20. **Terms of Service** – the hereby Terms of Service shall define the principles and conditions of availing of the KSR System, and in particular, conditions, scope of rights and obligations and responsibility of persons who avail of the possibility of renting bikes in the KSR System.
21. **Standard Bike** – basic type of bikes provided by the Operator of KSR, Luboński Rower Miejski (LRM) as well as within the system of Poznański Rower Miejski (PRM3G).

Bikes of this type are designated for use by one person who completed the age of 13 and is above 150 cm tall. Bikes of this type have wheels with rims measuring 26 inches and their load capacity amounts

to 120 kg. The bikes are equipped in baskets with capacity of 15 litres and loading capacity of 5 kg. An adapter is mounted on the fork of the front Bike's wheel.

- 22. KSR Service** – actions performed by the Operator in relation to the exploitation, repairs and maintenance of the KSR System.
- 23. KSR Station** – place of Client Rental or Return of each type of KSR Bikes to designated bike stands, marked at the Terminal with a KSR symbol. Information about locations of the stations may be found on the internet website as well as in the Mobile Application.
- 24. User zone** – administrative borders of the Komorniki.  
  
For Standard Bikes the Operator has expanded the User Zone up to the administrative borders of the cities and municipalities indicated on the website <https://nextbike.pl/kompatybilne-systemy-wielkopolski/> further to allowing the possibility of commuting between them.
- 25. Website** – internet website launched by the Operator, [www.komornickirower.pl](http://www.komornickirower.pl) , which contains all necessary data for the commencement and subsequent use of the KSR System.
- 26. KSR Terminal/ Terminal** – device designated, among others: for registering Clients in the KSR System, Rental and Return of Bikes, conduct of payments with payment cards.
- 27. Agreement** – Agreement between the Client and the Operator, concluded by means of 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 the KSR system, subject to submission by the Client of declaration of acceptance of Terms of Service, indication upon registering of personal data and making of Initial Fee. Personal Data Administrator is Nextbike Polska S.A.
- 28. Bike Rental/ Rental** – unblocking of the Bike by means of Client Identifier or via another method as specified in Clause VI.5 in order to commence a journey. Rental process is specified in detail in Clause VII in the Terms of Service.
- 29. Digital lock / clamp** – additional line designated for securing the Bike. The blockade constitutes an accessory of each KSR Bike.
- 30. Bike Return/Return** – returning a Bike to a KSR Station through placing the adapter inside the Electric lock. The process of Return is specified in Clause IX of the Terms of Service. Sole securing of the Bike by means of a clamp shall not be understood as its Return.

For Standard Bikes the Operator allows for the possibility of Bike Returns of standard bikes at the stations located within administrative borders of the cities and municipalities specified on the website <https://nextbike.pl/kompatybilne-systemy-wielkopolski/>.

### III. General principles of using Komornicki System Rowerowy.

1. The condition for the use of the KSR System is the submission by the Client: of the required personal data upon registration, the acceptance of conditions defined in the hereby Terms of Service, as well as payment of initial fee and clicking on the activation link. The condition for the use of KSR is, furthermore, maintenance of a minimum top up level on the Client Account during the time of each rental, in the amount of no less than 20 PLN (in words: twenty zloty).
2. Persons who are above 13 years of age but did not complete 18 years of age (further referred to as Minors) may avail of the KSR System subject to the consent of their parent or legal guardian. Such parent or legal guardian bears responsibility on account of any potential damages which may occur, in particular in relation to the non-execution or incorrect execution of the Agreement and they undertake to cover ongoing commitments specified in Appendix no. 1 and Appendix no. 2. It is required that consent of at least one of the parents or legal guardians for the use of Account by a minor was submitted to the Operator:
  - a. in the form of a scanned letter via electronic means to the address: [bok@komornickirower.pl](mailto:bok@komornickirower.pl),
  - b. via registered letter sent to the address of the Operator,

- c. submitted in person at the headquarters of the Operator,

The consent should include:

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

Sample consent may be found at [www.komornickirower.pl](http://www.komornickirower.pl)

3. Disabled persons below 13 years of age may use the bikes solely under supervision of their parent or legal guardian.
4. The Client may rent up to four Bikes simultaneously.
5. The use of Rented Bikes is permitted within the User Zone, subject to the provisions of Clause VII.9 of the hereby Terms of Service.
6. The use of bikes via the KSR System may take place solely for non-commercial reasons.
7. Parties to the Agreement undertake to mutually inform each other of any changes to addresses or other data identifying them, indicated during registration in the system.

#### **IV. Responsibility and commitment**

1. The Operator realizes services related to the maintenance of KSR System and bears responsibility for its proper functioning.
2. The Operator shall not bear responsibility for any direct or follow up damages as well as lost benefits caused as a result of improper performance of the Agreement by the Client, or for any other damages for which the Client is responsible, with the exclusion of damages caused by the Operator purposefully.
3. The Client is obliged to abide by the provisions of the Terms of Service, in particular, in the scope of making the agreed payment of the fee and the use of the bikes in accordance with the Terms of Service.
4. The Client is responsible for the use of the Bike in accordance with its designation and in line with the provisions of the Terms of Service as well as the applicable law. In the event of non-compliance with the conditions contained within the Terms of Service of the Operator, he shall be entitled to block the Client's account. Detailed conditions related to such blocking have been specified in Clause XI of the hereby Terms of Service.
5. The Client shall be responsible for all damages and demolitions stemming from non-compliance with the Terms of Service. The Client may be charged with costs of repair of such damages, including the cost of bike restoration specified in Appendix no. 1 Price list and Table of Additional Fees and Appendix no. 2 Costs of repair and restoring of a bike in the KSR System. The Operator shall submit an adequate receipt or VAT invoice to the Client for completion of the necessary repair works.
6. The Client bears full and total responsibility and undertakes to cover any tickets, fines, fees etc. obtained by the Client, related to the use of the Bike and imposed on them out of their own fault. The Client shall not bear any responsibility for tickets, fees etc. which have been imposed on them and which stem from the Operator's fault.
7. Bikes are a supplementation of urban means of transport. It is not permitted to use KSR Bikes for mountain trips, jumps, stunts. Racing and using the Bike in order to pull or push anything is forbidden. Carrying luggage is allowed solely by means of a basket designated for this purpose; it is not permitted to hang anything on the bike frame or on any other Bike elements.
8. The use of KSR Bikes by persons under the influence of alcohol or other narcotic substances, psychotropic substances or equivalents in the meaning of provisions on counteracting drug addictions;

strong anti-allergic drugs, other medicines which by definition are forbidden or recommend not to be applied for drivers of any vehicles, is forbidden.

9. Transport of KSR Bikes by means of vehicles and other means of transport owned by private persons is forbidden. This ban does not concern public transport, provided that traffic regulations allow for such a possibility.
10. The use of any protection which is not a standard KSR System element in order to immobilize a bike is forbidden. The Operator reserves the right to remove inadequate protections applied by the Client. All costs of restoring Bikes to the state enabling realisation of further rentals shall be borne by the Client.
11. The Client is responsible for the Bike he or she rents from the moment of Rental to the moment of Return.
12. In case of lack of return of a Bike due to any reason, including also in case of its loss or theft, the Client shall be burdened with a contractual penalty in accordance with Appendix no. 1 for each lost Bike.
13. The Client undertakes to return the bike in the same state as it was in at the time of Rental. In particular, the Client is obliged to undertake actions targeted at preventing staining of the bike or occurrence of any damages outside of the standard use as well as theft of the rented Bike.
14. In the event of theft of the Bike that occurs during Rental, the Client is obliged to inform CC immediately after noticing the incident.
15. In case of improper Bike Return 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 Bike Return the Client is obliged to contact CC.

## V. Payments

1. Fees within the KSR System are calculated according to the rates enclosed in Appendix no. 1 Pricelist and Table of Additional Fees, available on the website, within Mobile Application as well as at CC. The basis for calculating the fee for the use of a Bike is the Duration of Rental.

Fees for Standard Bikes in the cities and municipalities located within the User Zone are calculated according to rates specified in Appendix no. 1 to the Pricelist and Table of additional fees functioning in the System from which a given Bike originates.

2. Payment for services and products offered within the KSR system may be conducted through:
  - a. the use of payment cards,
  - b. online payments available after logging in onto the website, to one's Client Account,
  - c. through payment form, realized at a post-office or at a bank, generated by the payment operator. The form is available upon logging in on the website, within Client Account,
  - d. through authorizing the KSR System Operator to charge one's credit or debit card with all calculated fees, including also the amounts payable in relation to each delayed return, fees on account of damages, theft or loss of Bike/Bikes.
3. Information concerning credit or debit cards are processed by external service providers and are not stored nor disclosed to the Operator.
4. All payments are transferred to the account of Operator.
5. At Client's request the Operator shall provide him with a VAT invoice. To do so, the Client shall contact the Operator by email to the address of the Operator, in order to indicate the necessary data for the issuance of VAT invoice.
6. 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 0 PLN 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, which results in the

blocking of Account until the time of payment of receivables. The Operator shall be entitled to charge statutory interest on any delays in payments of amounts due from the date of their maturity until the factual day of performing payments in the full amount.

7. In case of the Client remaining in arrears with payments towards the Operator, the Operator reserves the right to pass the information regarding overdue payments to entities indicated by appropriate provisions of the law. The Client acknowledges that KSR Operator is entitled to transfer the receivables he is due with respect to the Client, stemming from the Agreement, onto third parties which shall authorize these parties to pursue the said receivables from the Client. KSR Operator reserves the right to entrust debt recovery with a debt-recovery firm.
8. Reimbursement of fees paid towards Rentals may be carried out after termination of Agreement. In the course of Agreement duration with KSR Operator, fees towards Rentals (Top-up amount) are not subject to any reimbursements.
9. The amounts of Promotional Vouchers which have been used to top up Client Account are not subject to reimbursements. They are used prior to the means paid in by the Client. Details concerning: level of amount, validity term and cause of designation of the Promotional Voucher have been specified in the valid Rules of Promotion, available on the website.

## **VI. Registration.**

1. Prior registration by the Client within the System as well as making of the Initial Fee payment are the necessary conditions for the use of KSR System.
2. Registration may be realized through:
  - a. Website,
  - b. Mobile Application,
  - c. Terminal,
  - d. Telephone contact with CC
3. During the process of registration, realized in accordance with Clause VI.2. a,b,d indication of the following data shall be required:
  - a. Mobile phone number,
  - b. first name and surname,
  - c. contact address, that is city, street including flat/house number, postal code, country,
  - d. email address,
  - e. PESEL number.

One must note at least the information that the Client has read and accepted Terms of Service and the Privacy Policy of the Operator.

4. During the registration realized through the Terminal indication of the following personal data is required:
  - a. Mobile phone number,
  - b. first name and surname,
  - c. email address,

One must note at least the information that the Client has read and accepted Terms of Service and the Privacy Policy of the Operator. The Client is obliged to fill out the remaining data specified in Clause VI.3.c,d,e within 24 hours from registering.

5. After successful registration, the Client obtains an automatically generated PIN code which, along with the telephone number, serves the purpose of logging into Client Account. Data for logging in are sent via a text message under the telephone number and in an email message to the address specified upon registration.

To ensure the process of logging in to the Account and Bike Rental, the Client may connect an RFID card to his or her Client Account. Method of connecting the card with Account is described within the manual available on the website and in CC.

6. A link will be sent to the email address indicated by the Client. The Client is obliged to click on the link within 24 hours from receiving the message. Clicking on the link serves the purpose of verifying the correctness of an email address and is one of the elements which must be fulfilled in order to activate Client Account.
7. Lack of verifying the email address through clicking on the link within 24 hours from the moment of obtaining the link may cause Account Blockade.
8. Client Accounts which contain incorrect personal data and 0 PLN balances may be automatically removed from the KSR database.

## **VII. Rental**

1. Bike rental is possible provided that the Client has an active Account status. Active account status is understood as:
  - a. fulfilment of conditions of Clause VI, Registration.
  - b. having a minimum amount of 20 PLN on the Client Account, or
  - c. defining at the Terminal, within Nextbike Mobile Application or via the website one's credit card with the possibility of charging as the preferred form of payment, from which the funds will be automatically charged.
2. KSR Bikes may be rented by means of:
  - a. Mobile Application,
  - b. Terminal, also with the use of RFID card for identification,
  - c. Contact with CC.
3. Rentals of KSR Bikes are possible at any KSR Stations.
4. Rentals of KSR Bikes commence at the time of Bike release from Electric lock, confirmed by a sound and light signal. Rental of a KSR Bike secured with a clamp commences at the time of selecting the option of RENTAL at the Terminal or within the application or at the time of acceptance of an order of Bike Rental by an employee of CC. The Code for the digital lock is available on the display of the Terminal at the time of Bike Rental (Rental through Terminal) or within the application, through Duration of Rental or it is sent via a text message (Rental through CC).
5. It is the Client's obligation to ensure, prior to commencing the ride, that the bike is suitable for the designated use, in particular, that the tyres of the bike are inflated and the brakes are in order as well as the lights operate. Once the Bike is released, the Client is obliged to secure the rope in such a way so as to prevent it getting into the wheel. In the event when the clamp is missing from the Bike, the Client is obliged to contact CC and inform it of the absence of the clamp.
6. In case of discovering during Rental any failure of the Bike, the Client is obliged to immediately report the problem to CC or via the Mobile Application and return the Bike, if possible, to the closest Bike Station.
7. In case when during rental of a Bike an accident or collision occurs, the Client is obliged to write a statement or call the Police to the site. Furthermore, in case of occurrence of the above event the Client is obliged to inform CC of this fact no later than within 24 hours post the event.
8. It is recommended that the Client has a mobile phone with them through which connection may be made with CC if necessary.
9. The Rented Bike may be used within the User Zone. In the course of rental, the User may cycle beyond the functional area of User Zone, however, he or she is obliged to return to it prior to completing Rental and return it within the area of User Zone, otherwise the User will be charged with a fee in accordance with Appendix no. 1.

## **VIII. Duration of Rental**

1. Duration of Rental of the Bike commences at the time of Bike release, in accordance with Clause VII.4 of the Terms of Service. It ends at the time of Bike Return, in accordance with Clause IX.1 of the Terms of Service.
2. The Client is obliged to return the Bike within the maximum Duration of Rental, that is within 12 hours.
3. Exceeding the duration of hours in a single rental causes additional charging of the fee in accordance with Appendix no. 1.

## **IX. Return**

1. Bike Return is possible solely at a KSR Station, subject to Clause II.30 of the Terms of Service, through:
  - a. connecting the KSR Bike by means of an Adapter to a free Electric lock. Correct blocking of the Bike will be confirmed by a sound signal as well as by physical locking of the Bike within a lock;
  - b. connection by means of a digital lock in case of lack of free Electric locks. The Bike must be connected to a stand by means of a clamp or another correctly secured Bike, located at a given KSR Station and the digits of the digital lock need to be shuffled. Subsequently, RETURN option must be selected at the Terminal or within the application and then one must follow the instructions displayed on the Terminal or the messages appearing on the mobile phone.
2. In the event of any difficulties with the KSR Bike Return, the Client is obliged to contact CC, while remaining by the Bike.
3. The Client is obliged to correctly return and secure the bike, as specified in Clause IX.1. Failure to adhere to this obligation may result in:
  - a. calculation of fees for the use of a Bike in accordance with the Price List, and in case of rental exceeding the maximum Rental Duration, calculation of an additional fee in accordance with Appendix no. 1 of the Terms of Service,
  - b. calculation of contractual penalty for loss, theft or damage of a Bike in accordance with Appendix no. 1 to the Terms of Service
  - c. calculation of fees for leaving the Bike from the KSR System outside of a KSR Station, subject to Clause II.30 of the Terms of Service in accordance with Appendix no. 1.
  - d. temporary or permanent blocking of Client's account.

Fees sum up.

## **X. Failures and repairs**

1. Any failures ought to be reported by phone to CC or via Mobile Application immediately upon being noticed. In case of each failure which prevents further ride, the Client is obliged to stop and report this via phone to CC as well as, if possible, return the Bike to the closest KSR Station.
2. Self-repairs, modifications or replacements of parts within the rented Bike are forbidden. The only authorized entity to perform these actions is KSR Service.
3. The Client has an obligation to have the possibility of contacting CC at all times when renting a Bike.

## **XI. Blockade of User Accounts**

1. The Operator reserves the right to temporarily block Client's account in KSR system in case of non-compliance with the conditions of bike use at GRM, specified in the hereby Terms of Service.
2. In particular, the account blockade may occur, when the Client:
  - a. failed to provide personal data specified in Clause VI of the Terms of Service.
  - b. uses the Bike not in line with its designation;
  - c. leaves the Bike outside of the KSR Station, subject to Clause II.30 of the Terms of Service,
  - d. leaves the Bike unsecured.



3. Blockade of Account may also occur in case when post Bike Rental by the Client the Bike has been lost.
4. Permanent blockade of Client Account prevents any future setting up of subsequent account and is equivalent to the termination of agreement with a given Client through his fault.

## **XII. Complaints**

1. A complaint is an expression of discontent by a Client on account of the provided service or the course of process related to the provided service and it may be related to a simultaneous demand for correction of the service or a reimbursement of entirety or part of the calculated fee. Submissions which do not contain claims directed at the Operator shall not be considered as complaints.
2. Complaints ought to contain at least such data as: first name, surname, address, telephone number, allowing for Client identification. In case of lack of data that would enable identification of a Client, the Operator will leave such submission unattended.
3. All complaints concerning the services provided on the basis of the Terms of Service may be submitted:
  - a. via electronic means to the email address indicated in Clause I.3,
  - b. via electronic means by filling out a contact form available on the website,
  - c. via telephone,
  - d. via registered letter to the address of the Operator, specified in Clause I.3
  - e. in person at the premises of the Operator.
4. If data contained within the complaint require supplementation, the Operator requests that the complaining person supplements the complaint within the indicated scope prior to reviewing the complaint.
5. The recommended term for submission of complaints should not exceed 7 days from the date of occurrence of the event which constitutes the cause of a given complaint.
6. Submitting a complaint does not release the Client from the obligation of a timely realization of the obligations towards the Operator.
7. The Operator shall process a complaint within 14 days from the date of obtaining it and in case of matters of more complicated nature, this period may take up to 30 days. In case of the necessity to supplement the complaint the term for reviewing the complaint commences on the day of receipt of documents by the Operator which supplement the complaint or which provide additional explanations/information. In case of an inability to meet the deadline for the review of a complaint, the Operator will inform the Client of any delays, indicating the cause of a delay (circumstances which must be established) and an expected term for the review of the complaint.
8. Response to a complaint shall be posted to the Client via electronic post or traditional post to the correspondence address in a manner specified in the complaint. The Operator may post a response to an alternative address / email address indicated by the Client submitting the complaint within the correspondence.
9. The Client may appeal against a decision issued by the Operator. The appeal will be considered within 14 days from the day of its submission to CC. The appeal ought to be submitted in one of the following manners:
  - a. via electronic means to the email address indicated in Clause I.3,
  - b. via electronic means by filling out a contact form available on the website,
  - c. via registered letter to the address of the Operator, specified in Clause I.3
  - d. in person at the premises of the Operator.
10. 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 against the Operator in the adequate general court.

### **XIII. Termination of Agreement**

#### **1. Withdrawal from Agreement:**

- a. The Client may withdraw from the Agreement concluded with the Operator - pursuant to the provisions of law, without indicating the cause, within 14 days from the date of its conclusion. The term shall be considered as maintained if, prior to its expiry, the Client sends a statement to the Operator regarding withdrawal from Agreement.
- b. The Client may withdraw from the Agreement via:
  - i. sending to the Operator's email address specified in Clause I.3 of a statement regarding withdrawal from Agreement,
  - ii. sending to the Operator via registered letter, to the postal address indicated in Clause I.3, a written statement regarding withdrawal from Agreement. For this reason the Client may avail of the form on withdrawal from Agreement enclosed in Appendix no. 2 to the Act on Consumer Rights (Journal of Laws of 2019, item 134), however, this is not obligatory.
- c. In case of withdrawal from the Agreement, the Agreement is treated as non-concluded. In case of withdrawal from the Agreement each party is obliged to return to the other party all the items it obtained on the basis of the Agreement. The return of services occurs no later than within 14 days from the day of receipt by the Operator of the declaration regarding withdrawal from the Agreement. 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.
- d. Should, pursuant to the demand of the Client, the execution of service commence prior to the expiry of the term of withdrawal from Agreement, the User is obliged to pay for the services fulfilled until the moment of withdrawal from Agreement. The reimbursement of remaining means on the account occurs no later than within 14 days from the day of receipt by the Operator of the declaration regarding withdrawal from the Agreement.

#### **2. Termination of the Agreement upon application of the Client**

- a. The Client has the right to terminate the Agreement. Termination may be submitted by the Client in the following manner:
  - i. via electronic means to the email address indicated in Clause I.3,
  - ii. via electronic means by filling out a contact form available on the website,
  - iii. via registered letter to the address of the Operator, specified in Clause I.3
  - iv. in person at the premises of the Operator.
- b. The termination of Agreement takes effect immediately, within 14 days from the date of receipt of the termination by the Operator. Liquidation by the Operator of Client Account within the KSR System shall be the result of Agreement termination.
- c. Prior to terminating the Agreement the Client is obliged to top up the means on the Client Account to reach the balance of 0 PLN. Termination of Agreement in a situation in which the balance of the Client Account of the Client is negative remains without effect on the right of the Operator to pursue the amount equal to the unsettled by the Client amount of receivable for services provided by the Operator.
- d. If the funds on the Client Account exceed 0 PLN 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 Termination of Agreement. Reimbursement of funds will occur within the term up to 14 days from the date of Agreement Termination. In case when the reimbursement of funds triggers the necessity to bear additional costs on the side of the

Operator in the form of transfer charges, these costs will be deducted from the funds to the reimbursement of which a Client is entitled.

#### XIV. Final Provisions

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

#### Appendix no. 1 PRICELIST AND TABLE OF ADDITIONAL FEES

Pricelist for Standard Bike		
	Time range	Gross value
Payment for rental	from 1 to 20 minutes	no fees
	from 21 to 60 minutes	2 PLN
	each subsequent commenced hour	4 PLN
Fee for exceeding the 12 hour limit of rental		500 PLN
Fee for theft, loss or damage of standard		2900 PLN

Reduced Pricelist* for Standard Bike		
	Time range	Gross value
Payment for rental	from 1 to 30 minutes	no fees
	from 31 to 60 minutes	1 PLN
	from 60 to 120 minutes	2 PLN
	each subsequent commenced hour	4 PLN

\*Clients who identify themselves at the Terminal by means of bearer's PEKA card and who hold an encoded and valid at the time of Bike Rental any periodical ticket, valid within the tariff zone A (also A+B and A+B+C) are entitled. REDUCED pricelist concerns solely the initial bike rental. The fee for the second and each subsequent bike rental at the same time is calculated in accordance with the standard Pricelist.

## Additional fees

Initial fee	20 PLN
Bike return at a place other than a KSR Station, subject to the provisions of Clause II.30 of the Terms of Service.	350 PLN
Letter notification regarding a breach to the Terms of Service	10 PLN
Riding a bike by a greater number of persons than it is allowed by the Operator for a given type of Bike	100 PLN
Leaving the Bike outside of the User Zone*	
up to 10 km (from the closest KSR Station)	50 PLN
up to 25 km (from the closest KSR Station)	125 PLN
up to 50 km (from the closest KSR Station)	250 PLN
up to 100 km (from the closest KSR Station)	500 PLN
Above 100 km (from the closest KSR Station)	1,000 PLN
Removal of the applied protections	200 PLN
Transporting bikes by means of other transport means (train, bus, car etc.)	50 PLN

Fees indicated in the tables are VAT tax inclusive.

## Appendix no. 2 Costs of repair and restoring of a bike at KSR System

Name	Unit of measurement	PRICE*	VAT	Total
Fork adapter	piece	111.00 PLN	25.53 PLN	136.53 PLN
Front mudguard	piece	8.55 PLN	1.97 PLN	10.52 PLN
Back mudguard	piece	6.30 PLN	1.45 PLN	7.75 PLN
Chip	piece	9.00 PLN	2.07 PLN	11.07 PLN
Tube 26 x 2.125	piece	5.99 PLN	1.38 PLN	7.36 PLN
Bell	piece	2.51 PLN	0.58 PLN	3.08 PLN
Brake lever, right side	piece	6.00 PLN	1.38 PLN	7.38 PLN
Pipe TP-06 Allu. Regulated/ Silver	piece	0.90 PLN	0.21 PLN	1.11 PLN
Roller brake	piece	0.00 PLN	0.00 PLN	0.00 PLN
Handlebars	piece	41.22 PLN	9.48 PLN	50.70 PLN
Brake pads	piece	6.92 PLN	1.59 PLN	8.51 PLN
Set of brakes (clamps)	piece	13.80 PLN	3.17 PLN	16.97 PLN
Left crank	piece	19.50 PLN	4.49 PLN	23.99 PLN
Crank with pinion	piece	20.54 PLN	4.72 PLN	25.26 PLN
Connection block	piece	7.29 PLN	1.68 PLN	8.97 PLN
Basket	piece	17.24 PLN	3.96 PLN	21.20 PLN
Front light	piece	19.67 PLN	4.52 PLN	24.19 PLN
Back light	piece	12.81 PLN	2.95 PLN	15.76 PLN
Brake line (band)	piece	0.59 PLN	0.13 PLN	0.72 PLN
Line (band) of rear dérailleur	piece	0.65 PLN	0.15 PLN	0.79 PLN
Chain	piece	16.56 PLN	3.81 PLN	20.37 PLN
Basket fix	piece	40.50 PLN	9.32 PLN	49.82 PLN
Chain guard fix	piece	1.47 PLN	0.34 PLN	1.81 PLN
Back reflector	piece	0.74 PLN	0.17 PLN	0.90 PLN
Tyre (26 x 2.125)	piece	28.83 PLN	6.63 PLN	35.46 PLN
Carrier guard (back)	piece	23.25 PLN	5.35 PLN	28.60 PLN

Chain guard	piece	5.46 PLN	1.26 PLN	6.72 PLN
Brake line shell	m	0.78 PLN	0.18 PLN	0.96 PLN
Rear derailleur shell	m	0.78 PLN	0.18 PLN	0.96 PLN
Set of pedals	piece	22.14 PLN	5.09 PLN	27.23 PLN
Front hub (dynamic)	piece	0.00 PLN	0.00 PLN	0.00 PLN
Back hub	piece	134.81 PLN	31.01 PLN	165.81 PLN
Rear derailleur pusher	piece	9.08 PLN	2.09 PLN	11.16 PLN
Front tyre with dynamo	piece	271.28 PLN	62.39 PLN	333.67 PLN
Rear derailleur with steering module	piece	40.65 PLN	9.35 PLN	50.00 PLN
Lamp cables	m	1.34 PLN	0.31 PLN	1.64 PLN
Bike frame	piece	1,000.00 PLN	230.00 PLN	1,230.00 PLN
Left handle	piece	1.19 PLN	0.27 PLN	1.46 PLN
Right handle	piece	1.14 PLN	0.26 PLN	1.40 PLN
Saddle	piece	20.48 PLN	4.71 PLN	25.18 PLN
Advertisement sides	piece	0.00 PLN	0.00 PLN	0.00 PLN
Headsets	piece	4.56 PLN	1.05 PLN	5.61 PLN
Footer/ support	piece	28.91 PLN	6.65 PLN	35.55 PLN
Support 115mm	piece	14.10 PLN	3.24 PLN	17.34 PLN
Front spoke	piece	0.11 PLN	0.02 PLN	0.13 PLN
Back spoke	piece	0.11 PLN	0.02 PLN	0.13 PLN
Seat pillar	piece	17.96 PLN	4.13 PLN	22.08 PLN
Roller brake screw	piece	23.06 PLN	5.30 PLN	28.36 PLN
Brake lever adjusting screw	piece	1.20 PLN	0.28 PLN	1.48 PLN
Back 3 speed wheel	piece	191.76 PLN	44.10 PLN	235.86 PLN
Fork	piece	49.50 PLN	11.39 PLN	60.89 PLN
Handlebar stem	piece	7.80 PLN	1.79 PLN	9.59 PLN
Seat pillar clamp	piece	4.28 PLN	0.98 PLN	5.26 PLN
Code lock	piece	70.49 PLN	16.21 PLN	86.70 PLN

\*may be subject to changes