TERMS AND CONDITIONS OF THE CITY BIKE SYSTEM

“WĄGROWIEC CITY BIKE” (WRM)

I. PREAMBLE

1. These Terms and Conditions set out the terms and conditions governing the use by Customers of the WĄGROWIECKI ROWER MIEJSKI city bike system in the City of Wągrowiec, which operates within the area designated by Zakład Komunikacji Miejskiej Sp. z o.o. in Wągrowiec in accordance with Appendix 1 to these Terms and Conditions.

2. These Terms and Conditions are available free of charge; Customers may view them on the website www.wrm.wagrowiec.eu and in the dedicated ROOVEE app. A copy of the document may be obtained free of charge from the Office of Zakład Komunikacji Miejskiej in Wągrowiec, ul. Skocka 18, 62-100 Wągrowiec.

4. The operator of the WĄGROWIECKI ROWER MIEJSKI system is Zakład Komunikacji Miejskiej Sp. z o.o. in Wągrowiec, ul. Skocka 18,wrm@wagrowiec.eu , tel. 67 262 12 16

5. By using the WĄGROWIECKI ROWER MIEJSKI city bike scheme, the Customer confirms that they have read these terms and conditions, accept their provisions, and undertake to comply with them.

II. DEFINITIONS

1. Mobile app – an app distributed by ROOVEE S.A. designed to be installed on mobile devices running iOS and Android, enabling, amongst other things, the hire and return of a bicycle and the payment of hire/journey fees in accordance with the Table of Fees and Penalties, which constitutes Appendix 2 to these Terms and Conditions.

2. Customer Service Centre – a service for handling enquiries regarding the WĄGROWIECKI ROWER MIEJSKI system, available by telephone on **22 300 51 19**, 24 hours a day, 7 days a week (during the operating hours of the WĄGROWIECKI ROWER

), and also by email at:wrm@wagrowiec.eu or via the mobile app.

3. Ride/rental time – the time counted from the moment of hire until the return of the

WĄGROWIECKI ROWER MIEJSKI bicycle.

4. Precautionary measures – any actions taken in relation to the Customer in the event of a breach of the Terms and Conditions of the WĄGROWIECKI ROWER MIEJSKI system. These measures may, in particular, include blocking (suspending) the account, contacting the Customer, and issuing a demand for payment where the funds in the Customer's Account are insufficient to cover the costs incurred through the use of the System. In the absence of voluntary payment, enforcement proceedings may also be initiated. All cases of theft and damage to WĄGROWIECKI CITY BIKE property will also be reported to the relevant authorities.

5. Customer ID – a personal set of numerical characters, which is also the telephone number provided during registration. The ID is required for authorising the hire and return of a bicycle and when contacting Customer Services.

6. Customer – a natural person using the WĄGROWIECKI ROWER MIEJSKI system by entering into the relevant agreement.

7. Operator – Zakład Komunikacji Miejskiej Sp. z o.o. in Wągrowiec, which provides services relating to the operation of the WĄGROWIECKI ROWER MIEJSKI scheme in the town of Wągrowiec:zkm@zkmwagrowiec.pl .

8. Initial deposit – a one-off deposit payment enabling the use of the WĄGROWIECKI ROWER MIEJSKI system. The minimum balance required in the account is specified in the Table of Fees, Appendix No. 2. The initial fee, minus any funds used, may be withdrawn to your account upon resignation or termination of the contract by the Operator.

9. WĄGROWIECKI ROWER MIEJSKI operating area – the designated area within which the WĄGROWIECKI ROWER MIEJSKI system operates (the area defined by the administrative boundaries of the town, excluding the locations described in Chapter VII, point 14).

10. Fee paid – the fee charged for the bike hire, debited from the WRM account.

11. Handling fee – a fee charged when additional costs are incurred due to the Customer returning the bicycle incorrectly; the Customer has the right to lodge a complaint regarding this charge within 14 days.

12. Additional charge – a fee charged upon detection of any actions that contravene the Terms and Conditions of the WĄGROWIECKI ROWER MIEJSKI scheme or the ROOVEE Terms and Conditions (which can be viewed at http://roovee.eu/downloads/regulamin.pdf), including leaving a bicycle in a prohibited location, damaging a bicycle or any part of the infrastructure belonging to ROOVEE S.A., or theft. The specific amounts of the charges can be found in the Table of Charges, which constitutes Appendix 2 to these Terms and Conditions. The Customer has the right to lodge a complaint within 14 days of the Additional Charge being applied.

13. Third Party – a person not authorised to use the WĄGROWIECKI CITY BIKE (a person using the bicycle without a contract and without the Customer's consent)

14. Online Payments via Autopay – the Autopay payment system, through which the Customer may make payments within the WĄGROWIECKI CITY BIKE system. The operator of the Autopay system is Autopay, with its registered office in Sopot, 81-717 Sopot, ul. Powstańców Warszawy 6, registered in the Register of Entrepreneurs maintained by the District Court Gdańsk-Północ in Gdańsk, 8th Commercial Division of the National Court Register under KRS No. 0000320590, NIP No.: 585-13-51-185, REGON: 191781561.

15. Stop/Pause – suspending the journey in the user's WĄGROWIECKI

CITY BIKE and by manually closing ROOVEE LOCK CONTROL.

16. Customer Account – the Customer's individual account within the WĄGROWIECKI ROWER MIEJSKI system, through which credits and debits for the use of the system are processed in accordance with the Table of Fees and Penalties.

17. Terms and Conditions – these Terms and Conditions set out the types, scope, rules and conditions of use of the WĄGROWIECKI ROWER MIEJSKI system in the City of Wągrowiec, as well as the scope of rights, obligations and potential liability of the Operator and the Customer. Acceptance of these Terms and Conditions and fulfilment of all conditions is

a prerequisite for using the WĄGROWIECKI ROWER MIEJSKI system in the City of Wągrowiec (including the hire of a WĄGROWIECKI ROWER MIEJSKI bicycle) and is also an essential requirement for registration in the WĄGROWIECKI ROWER MIEJSKI system. The Customer enters into a contract with the Operator upon acceptance of the Terms and Conditions, registration and payment of the initial fee in the WĄGROWIECKI ROWER MIEJSKI system in the City of Wągrowiec.

18. Reservation – the booking of a selected WĄGROWIECKI ROWER MIEJSKI bicycle available via the mobile app.

19. ROOVEE LOCK CONTROL – a bicycle security device (equipped with a ROOVEE electronic module) that manages the process of: hiring and returning the bicycle, controlling the bicycle's lighting, and monitoring the bicycle's position (GPS, accelerometer).

20. Stand – a component of the WRM-ROOVEE PARK zone.

21. WRM-ROOVEE PARK Zone – a designated area where users can hire or return a hired bicycle. Information about the bicycle zones can be found in Appendix 1, the ROOVEE mobile app and on the website www.wrm.wagrowiec.eu.

22. WĄGROWIECKI ROWER MIEJSKI System – a self-service bike hire system comprising: bicycles, software, WRM-ROOVEE PARK zones, the ROOVEE mobile app and ROOVEE LOCK CONTROL.

23. Table of fees and penalties – the price list for ROOVEE System services and fees applicable to the Customer, which forms Appendix 2 to the Terms and Conditions and is available on the website www.wrm.wagrowiec.eu.

24. Telecode – a four-digit number allowing a bicycle to be hired without the need to use the mobile app.

25. Information kiosk – an element of the WRM-ROOVEE PARK zone.

26. Agreement – an agreement concluded between the Customer and the Operator of the WĄGROWIECKI ROWER MIEJSKI system, setting out the mutual rights and obligations specified in the Terms and Conditions. An agreement incorporating the provisions of the Terms and Conditions is automatically concluded upon

the Customer's registration in the WĄGROWIECKI ROWER MIEJSKI system, provided that the Customer has submitted a declaration of acceptance of the Terms and Conditions and paid the initial fee.

27. WRM – Wągrowiec City Bike

28. Contractor – ROOVEE S.A

29. Bicycle hire – a transaction carried out via the mobile app available for download at www.wrm.wagrowiec.eu using the QR code located on the bicycle. Hire may also be carried out using a Telekod, SMS, or contactless RFID card.

30. Ending a rental - an operation involving the manual locking of the ROOVEE LOCK CONTROL in a public, generally accessible location, excluding underground car parks, garages, cellars, tunnels, buildings, forests, parks, enclosed cemeteries and private properties, within the operating area of the WĄGROWIECKI CITY BIKE (WRM).

31. Returning a bike outside the zone - returning a bike outside the designated WRM-ROOVEE PARK zone, in a public, generally accessible place, excluding underground car parks, garages, basements, tunnels, buildings, forests, parks, cemeteries and private properties, within the WĄGROWIECKI CITY BIKE operating area.

32. Returning a bike within the zone – returning a bike to a designated WRM-ROOVEE PARK zone.

III. GENERAL TERMS AND CONDITIONS FOR USING THE WĄGROWIECKI CITY BIKE SYSTEM

1. A condition of using the WĄGROWIECKI CITY BIKE system is to complete the registration procedure in the WĄGROWIECKI CITY BIKE system via the mobile app or the website www.wrm.wagrowiec.eu, by providing the required and correct personal details, accepting the terms and conditions set out in these Terms and Conditions, and paying the initial fee specified in the Table of Fees and Penalties.

2. To register, the Customer must have an active email account and an active mobile phone number. To use the mobile app, the Customer must have a mobile phone

with internet access, running the Android or iOS operating system, in the version specified on Google Play or the App Store.

3. The Provider provides the latest version of the App for Android and iOS operating systems; to ensure the app works correctly, you should always install the latest available version.

4. The Customer hires a bicycle from the Operator on the terms set out in the Terms and Conditions. The Customer undertakes to comply with the Terms and Conditions, in particular to pay the fees in accordance with the Fee Schedule (Appendix 2 to the Terms and Conditions), to use the bicycle in accordance with these Terms and Conditions, and to report any faults via the app or by email towrm@wagrowiec.eu .

5. From the moment the bicycle is hired until the end of the hire period, the Customer bears full responsibility for the bicycle.

6. In the event of the bicycle being stolen during the rental period, the Customer is obliged to immediately notify Customer Services on **22 300 51 19** and to report the incident immediately to the nearest police station or municipal police. In the event of the rented bicycle not being secured properly, the Customer shall be financially liable for its theft, in particular if they fail to manually lock the ROOVEE LOCK CONTROL or leave the bicycle in an area where parking is prohibited (private property, school grounds, restricted access areas, the municipal stadium, premises of workplaces and service outlets, underground car parks, private car parks, tunnels, garages, cemeteries, forests, parks, allotments, areas around lakes and rivers, cellars, buildings) or outside the WĄGROWIECKI ROWER MIEJSKI operating zone.

7. The Customer may hire a maximum of 5 bicycles at any one time. To hire more than 1 bicycle, the Customer should contact Customer Services on **22 300 51 19**. Full responsibility for all bicycles hired by the Customer rests entirely with the Customer.

8. Minors, i.e. persons aged 13 or over but under 18, must provide the Operator with written consent from a parent (legal guardian) or legal representative to enter into the Agreement, together with the relevant declaration constituting Appendix 3 to the Terms and Conditions regarding the assumption of liability for any damage, in particular in connection with the non-performance or improper performance of the Agreement, together with a bicycle or moped licence. Both the consent and the statements must bear the handwritten signature of the person making the relevant statements. The Operator reserves the right to verify the authenticity of the submitted statement. The statement must be submitted in electronic form (scan) to the following address:wrc@wagrowiec.eu . Upon verification, the Agreement shall be deemed concluded and from that time the minor shall have access to

Mobile app. Neither the Ordering Party nor the Operator shall be liable for any false information provided by persons with limited legal capacity.

9. The document certifying the right to ride a bicycle for a person under the age of 18 is a bicycle or moped licence. Minors, i.e. persons aged 13 or over but under 18, must hold the licence required by law to ride a bicycle on public roads (bicycle or moped licence) in accordance with Article 7(1)(2) of the Act of 5 January 2011 on Vehicle Drivers (Journal of Laws 2011, No. 30, item 151, as amended).

10. The Customer may use the hired bicycle within the town of Wągrowiec in the WĄGROWIEC CITY BIKE operating area, which is set out in Appendix 1 to these Terms and Conditions; this area can also be viewed on the website www.wrm.wagrowiec.eu and in the mobile app.

11. It is permitted to ride the bicycle outside the designated WĄGROWIEC CITY BIKE operating area, provided that the user returns to this area and leaves the bicycle at designated locations or elsewhere in accordance with the rules set out in Chapter VII of these Terms and Conditions

12. Parking time counts towards the rental period and is added to the final charge in accordance with the Fee Schedule.

13. It is prohibited to lend the bicycle to third parties.

14. In the event of a breach of the terms and conditions for the use of ROOVEE bicycles set out in these Terms and Conditions, the Operator reserves the right to temporarily or permanently suspend the Customer’s Account within the WRM system. Permanent suspension of the Customer’s Account prevents the creation of a new account in the future and constitutes termination of the Agreement with the Customer due to the Customer’s fault.

15. An account may be blocked in particular if the Customer:

a) uses the bicycle in a manner inconsistent with its intended purpose,
b) has not provided their personal details or has provided false information,
c) left the bicycle unsecured without ROOVEE LOCK CONTROL,
d) damaged the bicycle or other property belonging to the Operator,
e) has hired a bicycle which has subsequently gone missing,
f) created more than one account using the same email address,

g) allowed a negative account balance to arise and persist,
h) took a photograph showing something other than the vehicle used for the journey

16. Booking a bike is optional and allows the Customer to reserve a bike of their choice. The booking lasts 10 minutes and is not included in the bike hire time. If the bike is not hired within 10 minutes of booking, the booking is automatically cancelled. Booking is free of charge.

17. If a reward or promotional voucher is received, the amount credited to the Customer's account and its intended use are determined by the Operator and are non-refundable, i.e. the funds cannot be withdrawn. Funds from such a top-up are used for the WRM system.

18. The continuous rental period for a bicycle is limited to 12 hours. Once the 12-hour limit is exceeded, the Customer is charged an additional fee in accordance with the fee schedule.

IV. LIABILITY

1. The Customer is responsible for using the bicycle in accordance with the Terms and Conditions, the intended use of the bicycle and the Highway Code.

2. It is prohibited for persons under the influence of alcohol, intoxicating substances, any psychoactive substances or substitute substances within the meaning of the provisions on combating drug addiction, or medicines the use of which constitutes a contraindication to driving vehicles, to use bicycles from the WĄGROWIECKI ROWER MIEJSKI system.

3. The customer is obliged to return the hired bicycle in the same condition as when they decided to hire it

4. After renting the bicycle, the Customer is obliged to check its technical condition; if any damage is found, they should immediately report the fault via the mobile app, using the 'Report a bicycle fault' option.

5. If a fault occurs whilst using the bicycle, the Customer is obliged to report this to Customer Services as soon as possible and return the bicycle to the WRM-ROOVEE PARK Zone; if it is not possible to continue the ride, the Customer must return it to the nearest available location in accordance with the rules for Ending the Hire and Returning the Bicycle outside the Zone.

6. From the moment the bicycle is hired until the end of the hire, the Customer is responsible for the bicycle and is obliged to take all measures to prevent any damage, total destruction or theft of the bicycle.

7. The Customer shall be financially liable (additional charge) for lending the bicycle being used to third parties.

8. The Customer shall ride the bicycle in accordance with the provisions of the Road Traffic Act of 20 June 1997 (Journal of Laws 2018.0.1990, as amended).

9. In the event of an incorrect return, in particular if the ROOVEE LOCK CONTROL is not locked or the bike is returned to an unauthorised location, the Customer will be charged for any costs arising from the continued rental period and will be held financially liable for any theft or damage to the bike.

10. In the event of difficulties returning the bicycle, the Customer is obliged to contact Customer Services immediately.

11. The Customer is obliged to cover all fees, fines and additional charges imposed on them in connection with the use of the bicycle in breach of applicable laws and these Terms and Conditions.

12. In the event of damage to or destruction of the WĄGROWIECKI ROWER MIEJSKI system infrastructure (bicycles, racks, information boards), the Customer shall be obliged to cover all repair costs. The Customer will be issued with a receipt or VAT invoice for the relevant repair, in accordance with the Fee Schedule. Funds to cover the costs of damage may be debited from the Customer’s account without further consent.

13. The Customer is prohibited from transporting bicycles in cars or other means of transport belonging to private individuals.

14. In the event of deliberate damage or destruction of the WĄGROWIECKI ROWER MIEJSKI system infrastructure, a report will be filed with the law enforcement authorities, and the person responsible for the damage will be liable for all costs associated with repairing the damage or destruction caused.

15. The Customer shall be liable for any damages arising from the non-performance or improper performance of the Agreement, up to the full amount, caused by their own actions or by persons to whom an additional bicycle has been hired.

16. The Customer may use the bicycles solely for their own private use.

17. Customers are obliged to use the bicycles and the app in a manner consistent with their intended purpose, without disrupting their operation, whilst respecting the personal rights of third parties, and to use any services made available via the mobile app only within the scope of fair use.

18. It is prohibited to use the bicycles in a manner inconsistent with their intended purpose, in particular: exceeding the load capacity of the luggage rack, using the bicycle with more than the permitted number of people, riding a bicycle at speed up against high kerbs, using the bicycle outside designated cycle routes, in skateparks, stunt riding, performing bicycle stunts, or using the bicycle in a manner that risks damaging it. Additional charges will be applied for using bicycles in a manner inconsistent with their intended purpose, as set out in the Table of Fees and Additional Charges – Appendix 2 to these Terms and Conditions.

V. CUSTOMER REGISTRATION

1. Customer registration takes place after installing the app or via the website www.wrm.wagrowiec.eu and requires the provision of data marked as mandatory, i.e. your real first name, surname, email address, mobile phone number and National Insurance Number (PESEL) for further authorisation.

2. In order to register, the Customer must have a valid email address and a mobile phone number.

3. When registering and using the WĄGROWIECKI ROWER MIEJSKI system, the Customer is obliged to provide accurate details and to keep their password and login details confidential, and not to disclose them to third parties.

4. Registration is conditional upon providing accurate details and accepting the terms and conditions set out in the Terms and Conditions. Providing details is voluntary but necessary, as failure to provide personal data prevents use of the WĄGROWIECKI ROWER MIEJSKI system.

5. The Operator reserves the right to make technical modifications during user registration and the provision of the service.

6. If it is found that the Customer is using the WĄGROWIECKI ROWER MIEJSKI infrastructure in a manner inconsistent with the Terms and Conditions, the Operator may block their account. In such a situation, re-registration may only be carried out with the Operator's prior consent.

7. The Operator reserves the right to contact the Customer for the purposes of performing the Agreement.

8. Personal, address and contact details are required during the customer identification process in the WĄGROWIECKI ROWER MIEJSKI system.

VI. PAYMENT METHODS

1. Payments for using the WĄGROWIECKI ROWER MIEJSKI system are made using Autopay Online Payments.

2. The Customer pays the initial fee and any fees set out in the Fee Schedule via the wallet module in the app.

3. When making a payment, the Customer should read and accept the terms and conditions relating to the Autopay Online Payment function.

4. Any claims or complaints from customers relating to the provision of payment services or the operation of the system shall be directed to the system's service provider – AUTOPAY S.A., with its registered office in Sopot, 81-717 Sopot, ul. Powstańców Warszawy 6, registered in the Register of Entrepreneurs maintained by the District Court for Gdańsk-Północ in Gdańsk, 8th Commercial Division of the National Court Register, under KRS number 0000320590, VAT number: 585-13-51-185, REGON: 191781561, share capital PLN 2,000,000.

VII. BICYCLE HIRE AND RETURN

1. A bicycle may be hired if the Customer has an active account and has paid an initial fee of PLN 20.00, and the balance of funds in the account is at least PLN 10.00.

2. To hire a bike, first launch the app on your mobile device and scan the QR code located on the handlebars and the ROOVEE LOCK CONTROL device, or contact Customer Service and provide your phone number, Telekod and the bike's hire number. It is also possible to rent a bike via SMS by sending a message with the text "start bike number", e.g. "start 1627629", to the phone number +48 500 70 70 70, as well as by using a contactless RFID card. Once the QR code has been correctly scanned in the app, or the correct details have been provided to a Customer Service representative, or by using the SMS rental option, or by holding the RFID card against the location of the ROOVEE LOCK CONTROL device indicated by a sticker, the ROOVEE LOCK CONTROL device will be unlocked. To obtain an authenticated RFID card, the User should contact Zakład Komunikacji Miejskiej Sp. z o.o. at its registered office at ul. Skocka 18, 62-100 Wągrowiec, or by email at zkm@zkmwagrowiec.pl .

3. The maximum duration of a single bike hire is 12 hours. Once this time has elapsed, an additional charge will be applied.

4. In accordance with the provisions of Chapter IV, point 4, the Customer is obliged to check the technical condition of the bicycle before riding. If any damage to the bicycle is found, the Customer should immediately report the fault via the Mobile App, using the 'Report a bicycle fault' option, or by contacting Customer Services, and refrain from renting the bicycle. The Customer is liable for any damage resulting from riding a damaged bicycle.

5. A Customer using the App is required to take a photo of the bicycle after each ride, using the "Take a photo" function in the App.

6. The photograph of the bicycle referred to in point 5 above must be clear and show the entire rented bicycle. The photograph, apart from the bicycle in question, must not include any other object with distinctive features, nor must it show any people, particularly
distinguishing features of those persons.

7. Before placing the mobile phone in the phone holder, the Customer is obliged to 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 via a double mount, a QR code, and rubber straps securing the phone on both sides. In the event that any component is missing or the mount is otherwise damaged, the Customer is obliged to report the fault immediately to Customer Services by telephone, email or via the mobile app, and to refrain from using the mount.

8. The customer placing their phone in the holder is responsible for the phone being carried in this manner and waives the right to make any claims in respect of any damage it may sustain.

9. The basket fitted to the front of a standard bicycle is designed and intended for carrying light items. The maximum load capacity of the basket is 5 kg. Animals must not be carried in the basket. The Customer is liable for any damage resulting from the improper use of the basket, as well as for damage to or loss of items carried in the basket.

10. It is prohibited to carry third parties in the baskets, on the bicycle frame or in any other manner.

11. The maximum load for a standard bicycle is 120 kg.

12. Standard bikes are intended for use by one person only.

13. In the event of any problems with the bike hire, the user should contact Customer Services immediately.

14. The bike must be returned to a WRM-ROOVEE PARK return zone.

15. If a bicycle is returned outside the WRM-ROOVEE PARK return zone within the WĄGROWIECKI CITY BIKE operating area, the Customer will be charged an additional fee of PLN 10.00.

16. The Customer receives a bonus of PLN 5.00 for returning a bicycle left outside the WRM-ROOVEE PARK return zone to that zone, to be used for journeys or to offset other charges, e.g. for leaving a bicycle outside designated areas – WRM-ROOVEE PARK

17. If a bicycle is left up to 10 km outside the WĄGROWIECKI CITY BIKE operating area, the Customer will be charged an additional fee of PLN 300.00. The Customer is fully liable for any damage to the bicycle or its theft if the bicycle is left outside the WĄGROWIECKI CITY BIKE operating area. The amounts of additional charges are set out in Appendix 2: Table of Charges

18. Returning the bicycle shall be understood as locking the ROOVEE LOCK CONTROL device and leaving the bicycle within the operating area of WĄGROWIECKI CYCLING in the WRM-ROOVEE PARK zone - (a designated area where the user may hire or return a hired bicycle) or outside the WRM-ROOVEE PARK in a public place, excluding the following locations: private property, school grounds, restricted access areas, the municipal stadium, premises of workplaces and service outlets, underground car parks, private car parks, tunnels, garages, cemeteries, forests, parks, allotments, areas around lakes and rivers, cellars, buildings. The bicycle must be propped up on its kickstand. It is not permitted to leave the bicycle lying on the ground. The bicycle must not be leaned against a pole, tree or building.

19. If the ROOVEE LOCK CONTROL device cannot be locked, the Customer must contact Customer Services immediately. If the Customer fails to do so, they will be held fully liable for any damage, loss or theft of the bicycle.

20. In the event of incorrect return of the bicycle, in particular failure to lock the ROOVEE LOCK CONTROL device or leaving the bicycle in a prohibited location, the Customer will be charged an additional fee in accordance with the Table of Fees and Penalties. The Customer bears full responsibility for an incorrectly returned bicycle until the ROOVEE LOCK CONTROL device is properly locked, or the bicycle is returned to a permitted location within the WĄGROWIECKI CITY BIKE operating area.

21. In the event of an accident or collision whilst using the hired bicycle, the Customer is obliged to make a written statement or call the police to the scene of the incident. In the event of such an incident, the Customer is also obliged to inform the Operator immediately.

22. When changing gears, you must temporarily stop pedalling. It is forbidden to change gears whilst pedalling.

VIII. FAULTS AND REPAIRS

1. In the event of any breakdown, the Customer should report it immediately via the app using the ‘report a fault’ module or by contacting Customer Services. If the breakdown is not reported, the Customer may be charged for the subsequent repair costs.

2. The Customer is not authorised to repair the hired bicycle or make any other alterations. The Operator is the only party authorised to do so.

3. We recommend that customers ensure they are able to contact Customer Services (by phone or email) whilst using the hired bicycle.

IX. FEES

1. All charges are calculated in accordance with the Table of Charges and Penalties, which, in accordance with the provisions of the Terms and Conditions, constitutes Appendix 2.

2. Fees for using a rented bicycle vary and depend on the duration of the rental/pause.

3. The basis for calculating the fee is the number of minutes of the rental, which is counted from the moment the bicycle is rented until the end of the rental.

4. If the charges incurred for the ride exceed the available balance, the Customer is obliged, in accordance with the provisions of Section 7(1) of these Terms and Conditions, to top up their account immediately to a balance of at least PLN 20.00.

5. Any fees paid into the Operator's account during the term of the contract are non-refundable.

X. COMPLAINTS

1. A complaint is a request submitted by the Customer via email towrm@wagrowiec.eu for a refund of the fee due to non-performance or improper performance of the Bicycle Rental Service by the Operator, or a request for a refund of any additional fees charged, including the handling fee, within a period not exceeding 14 days from the occurrence of the event to which the complaint relates.

2. Complaints will be dealt with immediately, but within a period not exceeding 14 days from the date of receipt or completion. 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 documents need to be supplemented, the Operator will specify the scope of the documentation to be provided.

3. The Customer will be sent appropriate feedback to the email address provided during registration or indicated in the complaint.

4. The complaint should include: the Customer's first name and surname, email address, mobile phone number, a detailed description of the situation, and information (evidence) confirming the occurrence of the situation described.

5. In the absence of identifying information, i.e. first name and surname, email address or telephone number, the Operator will leave the complaint unresolved.

6. Submitting a complaint does not exempt the Customer from fulfilling their timely obligations to the Operator.

7. The complaint handling process involves, in particular, identifying the problem, thoroughly assessing its validity and reaching a decision.

8. The Customer has the right to appeal once against a decision issued by the Operator within 14 days of the decision being delivered to the Customer. The appeal should also be sent to the address: ul. Ryżowa 49, 02-495 Warsaw. The appeal will be considered within 14 days of its receipt. The Customer also has the right to submit a request for a review of the matter covered by the decision issued as a result of the complaint, or may lodge an appeal with Zakład Komunikacji Miejskiej Sp. z o.o. in Wągrowiec, ul. Skocka 18, 62-100 Wągrowiec, zkm@zkmwagrowiec.pl

9. The customer is entitled to claim compensation for non-performance or improper performance of the Service through legal proceedings once the complaints procedure has been exhausted.

10. The Operator shall be liable for the non-performance or improper performance of the service to the extent of actual damage only and shall not take into account lost profits.

11. In the event of a successful complaint, the funds will be refunded to the Customer's account within 14 days of the Customer being notified that the complaint has been upheld.

XI. WITHDRAWAL, termination of the contract. Settlement of funds

1. The Customer has the right to withdraw from the Agreement within 14 days without giving any reason. The deadline is deemed to have been met if, before its expiry, the Customer sends a statement of withdrawal from the Agreement towrm@wagrowiec.eu .

2. In the event of withdrawal from the Agreement, it is deemed not to have been concluded. In the event of withdrawal from the Agreement, each party is obliged to return to the other party everything received under the Agreement. The return of payments shall take place no later than 14 days from the date on which the Operator receives the notice of withdrawal from the Agreement. Refunds shall be made using the same payment methods as those used by the Customer in the original transaction, unless the Customer has agreed to an alternative arrangement in the notice of withdrawal from the Contract. Any alternative arrangement must be specified by the Customer in the notice submitted.

3. The Customer shall not have the right to withdraw from the Contract in respect of contracts listed in Article 38 of the Consumer Rights Act (Journal of Laws of 2014, item 827, as amended), and in particular, such withdrawal shall not be possible once the Contract has been performed.

4. The Customer is not entitled to withdraw from the Contract after the Contract has been performed.

5. The Customer has the right to terminate the Agreement at any time during its term. Notice of termination must be sent towrm@wagrowiec.eu . The Agreement shall be terminated within 14 days of receipt of the notice. Before giving notice of termination, the Customer is obliged to settle their account balance to 0 PLN.

6. Any funds resulting from the final settlement following termination of the Agreement by the Customer or the Operator shall be refunded in an amount equal to the difference between the sums paid by the Customer, less all fees and additional charges, taking into account bonuses for returning a bicycle parked outside the WRM-ROOVEE PARK to the WRM-ROOVEE PARK zone whilst using the WĄGROWIECKI CITY BIKE system

6.1. If the balance in the Customer’s account exceeds the total amount paid by the Customer due to accumulated bonuses, only the amounts paid will be refunded. Accrued bonuses may only be used whilst using the WĄGROWIECKI CITY BIKE system to cover journey fees or additional charges for leaving a bicycle outside the WRM-ROOVEE PARK zone and are non-refundable, both during the term of the Agreement and after its termination or expiry. Any remaining funds after settlement will be refunded to the bank account number provided by the Customer. The refund will be made within 14 days of the date of termination of the Agreement,

6.2. If, after settlement, the balance on the Customer’s account is less than or equal to the amount paid, those funds shall be refunded,

6.3. In the event of insufficient funds resulting in a negative balance, the Customer undertakes to top up the balance to PLN 0.00 before terminating the contract.

XII. DATA PROTECTION

12. The Data Controller is Zakład Komunikacji Miejskiej Sp. z o.o. in Wągrowiec, ul. Skocka 18, 62-100 Wągrowiec,zkm@zkmwagrowiec.pl .

13. The Data Controller undertakes to process personal data in accordance with applicable regulations, in particular the Regulation 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 (General Data Protection Regulation), the Act of 10 May 2018 on the protection of personal data (Journal of Laws of 2018, item 1000) and the provisions of the concluded Agreement, as well as with due diligence.

14. The Data Controller shall implement appropriate technical and organisational measures to protect personal data against unauthorised disclosure, collection by an unauthorised person, unlawful processing, loss, damage or destruction.

15. The Data Controller hereby informs you that personal data will be processed for the purpose of performing the contract (in accordance with Article 6(1)(b) of Regulation 2016/679), to respond to enquiries and requests and to provide technical support, and the basis for data processing is the Data Controller's legitimate interest (in accordance with Article 6(1)(f) of Regulation 2016/679), data regarding the location of the user's device will be processed to enable the provision of information to the user about bike stations and to provide the service of showing the route to the nearest bike on the basis of consent (in accordance with Article 6(1)(a) of Regulation 2016/679) for the purpose of establishing or potentially pursuing/defending claims (in accordance with Article 6(1)(f) of Regulation 2016/679).

16. The Data Controller hereby informs you that your personal data will be stored for the period necessary to perform the contract or to pursue the Data Controller's legitimate interests, and after that period for the purposes, for the duration and to the extent required by law or to safeguard against any potential claims.

17. The Data Controller informs you that data processed on the basis of consent will be processed until such consent is withdrawn, and thereafter for the purposes, for the period and to the extent required by law or to safeguard against potential claims.

18. In connection with the processing of data, the Data Controller informs you that you have the right to access your personal data, the right to rectify it,

erase it, the right to withdraw your consent at any time, as well as the right to restrict its processing and the right to data portability.

19. Furthermore, you have the right to object to the processing of personal data on the basis of the controller's legitimate interest.

20. You have the right to lodge a complaint with a supervisory authority if, in your opinion, the processing of personal data infringes the provisions of Regulation 2016/679.

21. The provision of your personal data is voluntary; however, it is a prerequisite for the conclusion and performance of the contract. Failure to provide personal data will result in the inability to conclude and perform the contract.

22. Please be advised that the recipients of the data will be entities responsible for the operation of IT systems, entities providing accounting and legal services, as well as any authorised institutions and authorities under applicable law.

23. Your data is not subject to automated decision-making or profiling. Your data will not be transferred to a third party.

24. For information regarding the processing of your personal data, please contact:zkm@zkmwagrowiec.pl .

XIII. FINAL PROVISIONS

1. In matters not covered by these Terms and Conditions, the provisions of applicable law shall apply.

2. Acceptance of these Terms and Conditions and the hire of a bicycle constitute a declaration that you are in a state of health permitting the safe use of the bicycle, as well as that you possess the necessary riding skills and knowledge of the Highway Code.

3. The Operator also reserves the right to terminate the Agreement with 7 days' notice, in particular if the Customer provides incorrect details during registration, fails to make payments on time, fails to comply with the Terms and Conditions, or steals or damages the bicycle.

4. The Operator reserves the right to amend the provisions of these Terms and Conditions. Notification of any changes will be sent to the email address provided during registration or via notifications in the mobile app. Failure to respond to indicate non-acceptance of the changes within 7 days of the Customer receiving the notification shall constitute the Customer's acceptance of the amendments to the Terms and Conditions.

5. All fees are quoted as gross prices (including VAT)

Appendices to the Terms and Conditions:

Appendix 1: Area and zones of operation of the WĄGROWIECKI CITY BIKE system Appendix 2:

Table of fees and penalties

Appendix 3: Parent/Legal Guardian Declaration Appendix 4:

Complaint Form

Appendix 5: Return form

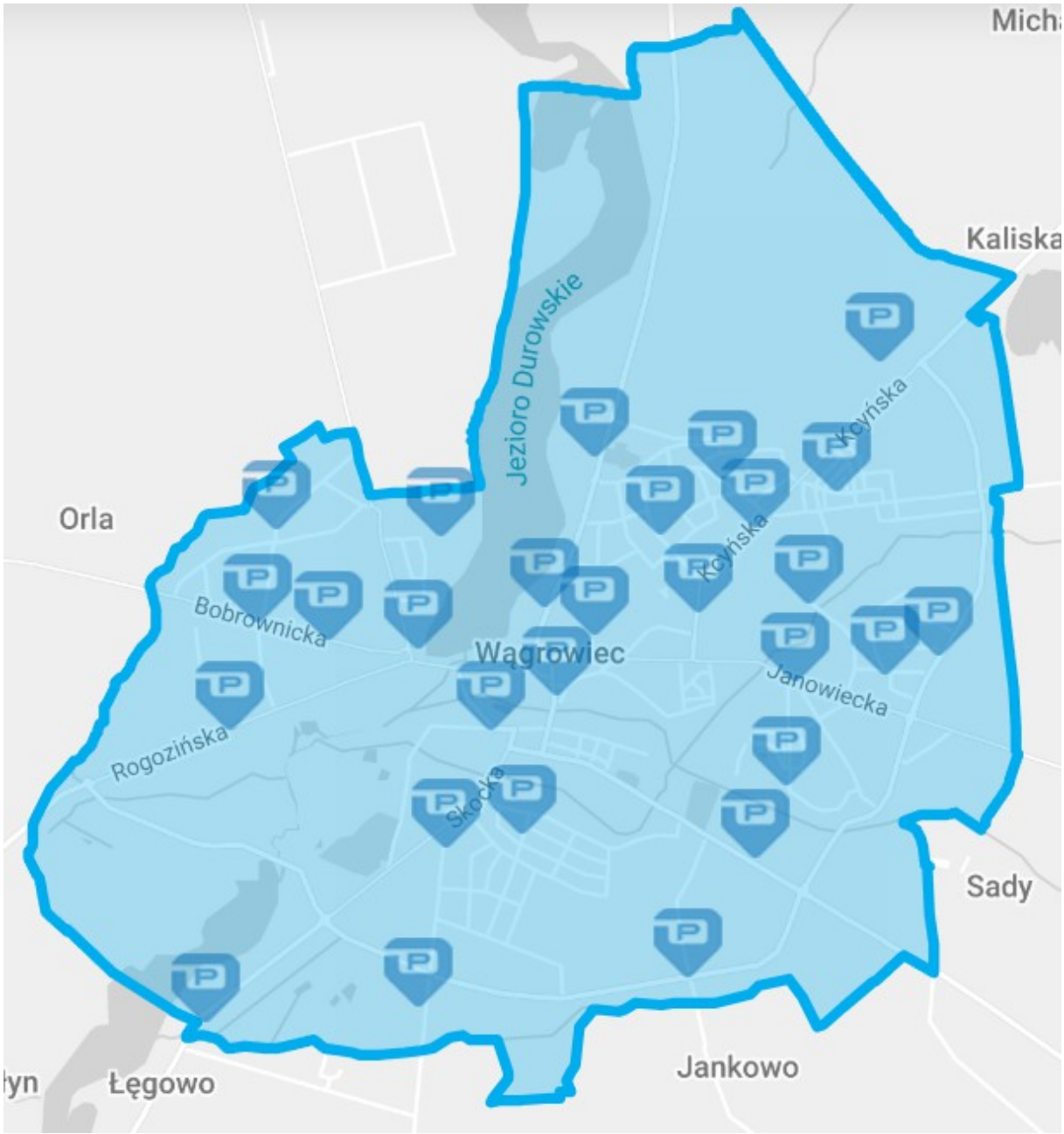
Appendix 6: Withdrawal from the contract

Appendix 1: Area and zones of operation of the WĄGROWIECKI ROWER MIEJSKI system

I. WRM-ROOVEE PARK zones

1. Bartodziejska
2. Station
3. Main Housing Estates
4. Janowiecka
5. Kcyńska
6. Kościuszki/ZS 2
7. Wschód Estate/Bukowieckiego
8. 600th Anniversary Park
9. Wrzosowy Square
10. Przemysłowa
11. Reja
12. Market Square
13. Town Hall
14. Bobrownicka
15. On the Nielba
16. Summer School
17. Piaskowa
18. Monastery
19. Leśna
20. Orzeszkowa/Kraszewskiego
21. Wierzbowa
22. Wschód Estate/11 November
23. Gnieźnieńska
24. Polinova
25. Łęgowo
26. Jankowo/ring road
27. Rogozińska/Słoneczna
28. Bobrownica/Leśna

II. Operating area of the WĄGROWIECKI CITY BIKE system



Appendix 2: Table of fees

No.	Operating fees	Gross amount
1.	Initial deposit (to be used for journeys, refundable)	20.00 PLN
2.	Minimum balance required to initiate a journey	10.00 PLN
3.	Fare for the first 20 minutes of travel/waiting	PLN 0.00
4.	Charge per minute of travel/waiting after the first 20 minutes	0.05 PLN
5.	Additional charge for leaving a bicycle outside the WRM-ROOVEE PARK Zone within the WRM operating area	10.00 PLN
6.	Bonus for returning a bike parked outside the WRM-ROOVEE PARK zone to the WRM-ROOVEE PARK zone	5.00 PLN
7.	Fee for leaving a bicycle outside the WRM operating area (up to 10 km)	300.00 PLN
8.	Fee for leaving a bicycle outside the WRM operating area (from 10 km)	1,000.00 PLN
9.	A charge applies for leaving a bicycle in a non-public area (including: private property, school grounds, restricted-access areas, the municipal stadium, premises of workplaces and service outlets, underground car parks, private car parks, tunnels, garages, cemeteries, forests, parks, allotments, areas around lakes, cellars, buildings, cars)	300.00 PLN
10.	Fee for exceeding the 12-hour bike hire period	200.00 PLN
11.	Penalty for using the bicycle in a manner inconsistent with its intended purpose	300.00 PLN
12.	Penalty for carrying third parties in a manner inconsistent with the Terms and Conditions	1,000.00 PLN
13.	Fee for sending an SMS message requesting payment	PLN 5.00
14.	Fee for sending a letter requesting payment	30.00 PLN

No.	Additional fee for use contrary to the Terms and Conditions and for theft or damage to individual components of the WRM	
1.	Additional fee for a written notification of a breach of the Terms and Conditions	PLN 10.00
2.	Additional fee for leaving a bicycle outside the WRM operating area (more than 10 km from the WRM operating area)	PLN 1,000.00
3.	Additional fee for theft or damage to a bicycle or ROOVEE PARK zone	PLN 5,000.00
4.	Additional fee for lending a bicycle to a third party	PLN 1,000.00
5.	Bicycle rack	PLN 2,000.00
6.	Information totem	300.00 PLN
7.	Frame	5,000.00 PLN
8.	Dynamo	400.00 PLN
9.	Front lamp	110.00 PLN
10.	Rear lamp	80.00 zł
11.	ROOVEE LOCK CONTROL	1,500.00 PLN
12.	Handlebar	200.00 PLN

13.	Bell	40.00 zł
14.	Pedal	50.00 zł
15.	Basket	200.00 zł
16.	Tyre	200.00
17.	Rim	200.00
18.	Spoke	2.00
19.	Saddle	200.00 zł
20.	Seat post	150.00 PLN
21.	Mudguard	100.00 PLN
22.	Power cables, plugs	150.00
23.	Stand	100.00 PLN
24.	Hub	700.00 PLN
25.	Fork	250.00 PLN
26.	Grips	50.00
27.	Shifters	100.00 zł
28.	Brake levers	200.00 PLN
29.	Crank	200.00
30.	Phone holder	50.00 zł
31.	Handlebar mount	200.00
32.	Solar panel	1,000.00 PLN
33.	Repair work (per hour)	50.00 PLN

Appendix 3: Declaration by a parent/legal guardian

Declaration (by parent/guardian)

I, the undersigned, consent to my child (a minor)

……
child's first name and surname

……
name and surname of the guardian

……
guardian's telephone number

……
guardian's email address

an agreement with ROOVEE S.A. for the use of the ROOVEE System.
I accept the Terms and Conditions and declare that I assume full liability for any damages arising in particular from the minor's failure to comply with the Terms and Conditions, and that I will cover the current liabilities specified in the Table of Fees and Penalties. I further undertake to top up my child's (minor's) account in the Roovee System via the mobile app.

…… ……..
town, date, legible signature of parent (guardian)

Appendix 4: Complaints Form

Complaint

I, ……. ……..
(First name and surname) *(telephone number)*
I am submitting a complaint regarding the hire a bicycle with number ……., from
……,…… .
(zone name, exact address)

I hired the bike using the mobile app at....., and returned it at ……, in the zone ...../ outside the zone, at the address: ,……

The total journey/rental/pause/parking time was .....I do not agree with the charge charge of ……., because……
……
……

Appendix 5 Refund form

Refund

……, ……., …… .
(First name and surname) (telephone number) (email address)

I am writing to request a refund of the initial fee paid on .....,

to the bank account number ……

…… .
(town, date, legible signature)

Appendix 6 Withdrawal from the contract

_____

(place and date)

THE CUSTOMER

_____ **CUSTOMER:**

_____

(first *name and surname)*

_____

_____

(correspondence address)

Declaration of withdrawal from the Contract

I, the undersigned _____*(first name and surname)* hereby withdraw from the Contract concluded between myself and **the ORDERER** on _____.

_____

(signature)