

Terms of Service
of the Wrocławski Rower Miejski System

valid from 01.07.2023

I. General Provisions

1. The hereby Terms of Service shall specify the principles and conditions of using the Wrocławski Rower Miejski System (hereinafter: WRM), launched and operating within the administrative borders of the Wrocław Municipality.
2. Terms of Service of WRM as well as the Privacy Policy are available free of charge on the internet website www.wroclawskirower.pl in such a way so as to enable familiarising with the content, obtaining, reproducing and recording them. These documents may be obtained at the headquarters of Nextbike Polska S.A. w restrukturyzacji with its registered seat in Warsaw, which is the Operator of WRM.
3. Contact:
Nextbike Polska S.A. w restrukturyzacji
ul. Przasnyska 6b
01 – 756 Warszawa
e-mail: ck@wroclawskirower.pl
tel.: 71 738 11 11
4. Nextbike Systems are compatible, thus, setting up an account in one of the systems enables the use of bike rental stations in other cities, unless the terms of service of a given system indicate otherwise.

II. Definitions

1. **Mobile Application** – mobile application enabling the use of WRM. The use of Mobile Application is possible on smartphone type of devices with an adequate, valid Android or iOS system, which facilitates the download of Mobile Application from an online store. The Application is available for download free of charge at Google Play stores and Apple AppStore, whilst permanent access to the Internet as well as registration of Client Account within WRM System is the condition for its download and use.
2. **Account Blockade** – preventive measure consisting of preventing the use of WRM, which may be applied by the Operator in case of breaching by the Client of provisions of the hereby Terms of Service, in particular, in case of a breach which constitutes a damage to the property of the Operator.
3. **O-lock blockade** – means of securing Bikes in the form which is integrated with “O” clamp frame the closing of which enables completion of Rental. Furthermore, the blockade also secures the Bike at the time of using the Parking function. O-lock blockade is mounted on the rear wheel, and it remains open throughout the ride. It comprises an accessory of every Bike.
4. **Promotional Voucher/Bonus** – 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. Means from the vouchers are used in the first place, prior to the means paid in by the Client.
5. **Price List and Additional Fees Table** – price list of services and fees charged by the WRM, being an integral part of an Agreement. Price List and Table of Additional Fees constitutes Appendix no. 1 to the hereby Terms of Service and is available on the internet website as well as within Nextbike Mobile Application.
6. **WRM Customer Service Office/CK** – service launched by the Operator ensuring contact with the Operator through:
 - a. Infoline available 24/7 at the following number: 71 738 11 11
 - b. electronic post under the address : ck@wroclawskirower.pl

Information on the functioning of CK can be found on the website www.wroclawskirower.pl

7. **Duration of Rental** – time counted from the moment of Rental (unlocking) without prior Reservation to the moment of Bike Return through closing of its O-lock Blockade. Whilst it is assumed that Parking is calculated into the Duration of Rental.
8. **GPS** – device mounted on the Bike, serving the function of monitoring the Bike's location and positioning.
9. **Client Identifier** – individual number assigned to a Client, corresponding to the number of the mobile phone indicated during registration and a 6-digit PIN number. Any RFID proximity card may also constitute an identifier. Details on registration and Customer IDs have been specified in Chapter VI. Registration.
10. **Client/ User** – any natural person, participant of the WRM System who has accepted the Terms of Service and carried out registration in the WRM System as well as concluded Agreement with the Operator.
11. **Client Account/Account** – personal Client Account created during registration for the purposes of using WRM 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 WRM, in accordance with RFID standard, facilitating the process of Bike Rental.
12. **Cost of repairs** – cost calculated by the Operator in relation to the damage of a Bike, based on the price list constituting Appendix no. 2 to the hereby Terms of Service.
13. **Top up amount** – payment of the minimum of 1 PLN submitted towards Rentals onto Client Account.
14. **Minimum Account balance** – minimum balance which a Client ought to have in order to be entitled to a Bike Rental.
15. **Operator** – company Nextbike Polska S.A. w restrukturyzacji realizing the service of WRM maintenance with its registered seat at ul. Przasnyska 6b, 01-756 Warszawa, entered into the Register of Entrepreneurs of the National Court Register, maintained by the District Court for the city of Warsaw in Warsaw, XII Economic Department of the National Court Register under the following numbers: KRS 0000646950, REGON 021336152, NIP 8951981007
16. **Initial fee** – amount paid by Clients upon registering in WRM System. The level of initial fee has been defined in Appendix no. 1. It will be set off against further rental fees.
17. **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 at the address www.wroclawskirower.pl/polityka-prywatnosci.
18. **Explanatory proceeding** – 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.
19. **Parking** – function enabling parking of a Bike without having to return it. Parking is available at the level of the Mobile Application.
20. **Terms of Service** – the hereby Terms of Service shall define the principles and conditions of availing of the WRM System, and in particular, conditions, scope of rights and obligations and responsibility of persons who avail of the possibility of renting bikes in the WRM System.
21. **Reservation** – function dedicated to non-standard bikes thanks to which the Client may remotely reserve a non-standard Bike. Details concerning Reservations have been described in Chapter VII. of the Terms of Service.
22. **E-Bike** – basic type of electric bikes, available in the WRM system. Individually labelled bike, characterized by yellow colour of the frame, equipped in auxiliary electric drive that supports User's pedalling the output power of which gradually decreases and drops to zero after exceeding the

speed of 25 km/h. E-bikes are designated for use solely by natural persons with full capacity to conduct legal acts or minors who completed the age of 13 subject to the consent of their statutory representative. E-bike may be used by persons above the height of 150 cm and with weight not exceeding 115 kg.

- 23. Children Bike** – bike equipped in wheel rims in the size of 20 inches, designated for the use by one child at a time who is above 6 years old and who has a minimum height of 120 cm and body weight up to 60 kg. The use of Children Bikes may occur exclusively under supervision of legal guardians.
- 24. Non-standard Bike** – another type of bike than standard bike, that is, children bike, cargo bike, handbike and tandem type of bike.
- 25. Standard Bike** – basic type of bike made available within the WRM System by the Operator. Bikes of this type are designated for use by one person who completed the age of 13 and is between 150 and 195 cm tall. Bikes of this type have wheels with rims measuring 26 inches and their load capacity amounts up to 115 kg of the sole riding person. It is equipped in a basket with capacity of 15 litres.
- 26. Cargo Bike** – bike with a loading box, equipped in foldable benches to carry children and in safety belts. Maximum payload of the box amounts to 100 kg.
- 27. Handbike type of Bike** – three-wheeled bike with hand drive, designated one person with a physical disability of lower limbs.
- 28. Tandem type of bike** – bikes designated for use by two persons with total weight up to 230 kg.
- 29. WRM Service** – actions performed by the Operator in relation to the exploitation, repairs and maintenance of the WRM System.
- 30. WRM non-standard station** – place of rental and return of non-standard Bikes and standard Bikes by Clients, marked with WRM symbol. The list of WRM non-standard stations is available in Appendix no. 3. Information about locations of the WRM standard and non-standard Stations may be found on the internet website as well as in the Mobile Application.
- 31. Standardise WRM Station** – place of Rental and Return of solely standard Bikes by Clients, marked with WRM symbol, equipped in bike stands, whilst the Bikes are parked (returned) by means of O-lock Blockades. Information about locations of the WRM standard and non-standard Stations may be found on the internet website as well as in the Mobile Application.
- 32. Area of Usage** – the administrative boundaries of the municipality of Wrocław and the localities listed at: <https://wroclawskirower.pl/strefa-uzytowania-systemu-wrm>.
- 33. Non-Authorized Zone** – ought to be understood as places/areas in which the Client may travel by means of WRM Bikes, however, it is not allowed to carry out Bike Returns within them. Above all, the non-authorized zone encompasses all water reservoirs, forest areas, parks, cemeteries. Non-Authorized Zone specified by the WRM Operator is available on the WRM website, WRM Mobile Application and at WRM CK.
- 34. Website** – internet website launched by the Operator www.wroclawskirower.pl, which contains all necessary data for the commencement and subsequent use of the WRM system.
- 35. Wrocławski Rower Miejski System/WRM System** – system of Bike rental stations launched by the Operator, which includes, in particular, Bikes, technical infrastructure, software and devices which enable Rental, Reservation, Parking and Return of Bikes.
- 36. Agreement** – Agreement between the Client and the Operator which establishes mutual rights and obligations specified in the hereby Terms of Service. It is considered that the Agreement containing the provisions of the hereby Terms of Service shall be automatically concluded at the time of Registration of the Client within the WRM system and subject to submission by the Client of declaration of acceptance of Terms of Service. Personal Data Controller shall be Nextbike Polska S.A. w restrukturyzacji.
- 37. Bike Rental/ Rental** – unblocking of the Bike by means of Client Identifier or via another method as specified in Chapter VI, point 4 for the purpose of conducting a ride. Rental process is specified in detail in Chapter VIII of the Terms of Service.

- 38. Bike Return/Return** – returning the Bike to the standard/non-standard WRM Station or outside of it through locking of the Bike's O-lock Blockade. The process of Return is specified in Chapter XI of the Terms of Service. Use of the Parking function is not understood as Bike Return.

III. General rules of using the WRM System.

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

The consent should include:

- i. telephone number of the minor on which the Account is registered,
- ii. first name and surname of the parent or legal guardian,
- iii. consent for the use of WRM System by the minor,
- iv. first name and surname of the minor,
- v. date of birth of the minor,
- vi. handwritten signature or eligible electronic signature of the parent/legal guardian (in the case specified in Chapter III point 2.a),
- vii. date and place of granting the consent.

Sample consent is available at (<https://nextbike.pl/app/uploads/2022/03/Oswiadczenie-rodzicow-opiekunow.docx>).

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

IV. Responsibility and commitment

1. The Operator realizes services related to the maintenance of WRM System and bears responsibility for its proper functioning.
2. The Operator shall not bear responsibility for any direct or consequential damages as well as lost benefits caused as a result of improper performance of the Agreement by the Client, or for any other damages for which the Client is responsible. The above provision shall not affect, in the scope of agreements concluded with Clients, of Art. 473 of the Civil Code.

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

V. Payments.

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

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

VI. Registration.

1. A necessary condition for using the WRM System is prior registration of the Customer in the System.
2. Registration can be done through:
 - a. Website,
 - b. Mobile application,
 - c. telephone contact with the WRM CK.
3. During registration, indication of the following personal data is required:
 - a. mobile phone number,
 - b. first name and surname,
 - c. contact address, which is city, street including flat/house number, postal code, country,

- d. Email address,
- e. PESEL number,
- f. optionally – payment card number in case of payment with credit card with the possibility of charging it.

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

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

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

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

VII. Reservation

- 1. The Operator allows a possibility of making a reservation of a non-standard Bike in advance not exceeding 12 hours.
- 2. Reservations may be carried out through:
 - a. Telephone submission,
 - b. Mobile Application,
 - c. Website.
- 3. In case of reserving a non-standard Bike, the Operator provides the service of:
 - a. delivering the Bike to the dedicated station and collecting it from the dedicated station,
 - b. delivering the Bike to the dedicated station and collecting it from the non-dedicated station,
 - c. delivering the Bike to the non-dedicated station and collecting it from the dedicated station,
 - d. delivering the Bike to the non-dedicated station and collecting it from the non-dedicated station.

This service is subject to additional fees. Its cost is specified in the table of Additional Fees constituting Appendix no. 1. The List of dedicated stations may be found in Appendix no. 3.

- 4. The Bike will await collection from the station up to one hour and 15 minutes later than the collection hour indicated in the Reservation.
- 5. Lack of rental of the reserved non-standard Bike will cause calculation of a fee on Client Account in accordance with Appendix no. 1.
- 6. Reservation may be cancelled no later than 60 minutes prior to the declared Bike collection time.

VIII. Rental.

- 1. Bike rental is possible provided that the Client has an active account status. Active account status is understood as:

- a. clicking on activation link after registration,
 - b. having a minimum amount of 10 PLN on Client Account,
 - c. or defining within the 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. WRM Bikes may be rented by means of:
- a. Mobile Application,
 - b. placing RFID card assigned to Client Account on the standard Bike or E-Bike reader,
 - c. telephone contact with the WRM CK.
3. Rental of a non-standard Bike is possible solely post prior Reservation. The Reservation process has been described in Chapter VII of the Terms of Service.
4. Standard Bike or E-Bike Rental is possible at any WRM Station or outside of a WRM Station.
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.
6. In case of noting, during Bike rental, any defects in the Bike, the Client is obliged to immediately report the issue to the WRM CK or via Mobile Application and, if possible, return the Bike to the nearest 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 the WRM CK 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 WRM CK if necessary.
9. The Rented Bike may be used within the Area of Usage. In the course of rental, the User may cycle beyond the functional area of Area of Usage, however, he or she is obliged to return to it prior to completing Rental and return it within the area of Area of Usage, otherwise the User will be charged with a fee in accordance with Appendix no. 1.

IX. Duration of Rental

1. Duration of Rental of the Bike commences at the time of Bike release, in accordance with Chapter VIII point 2 of the Terms of Service And the opening of the O-lock Blockade. It is completed upon Bike Return, in accordance with Chapter XI point 5 of the Terms of Service, thus, the closing of the O-lock blockade. The use of Parking function is not understood as Bike Return, and it is included in the Duration of Rental.
2. The Client is obliged to return the Bike within the maximum Duration of Rental. Details of each Duration of Rental are specified in Appendix no. 4.
3. Exceeding the duration of hours in a single rental causes additional charging of the fee in accordance with Appendix no. 4.
4. The Operator reserves the right to prior contact with the Client in case of any doubts concerning the state of Bike (i.e. Low battery level, non-typical location of the Bike).

X. Parking.

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

XI. Return.

1. Returns of standard and E- Bikes are possible within the Area of Usage (subject to Chapter II point 34) via one of the following methods:
 - a. standard Return – standard Bike and E-Bike Return at a non-standard or standard WRM station after Rental from the Station,
 - b. Premium Return – standard Bike and E-Bike Return at a non-standard or standard WRM station after Rental from outside a Station,
 - c. Paid Return – standard Bike and E-Bike Return outside of a non-standard or standard WRM station but within the Area of Usage.

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

2. Non-standard WRM Bike return is possible via one of the following manners:
 - a. at one of the dedicated stations, specified in Appendix no. 3
 - b. at any WRM Station.

The cost of delivery and collection of the previously reserved Bike after completion of Rental have been specified in Appendix no. 1.

3. Non-standard Bike Returns outside the WRM Station are forbidden under the pain of calculating an additional fee in line with the provisions of Appendix no. 1.
4. The return of Standard Bike, non-standard Bike and E-bike in the restricted area and in areas with difficult access, e.g. gated communities, private properties, is not permitted and will be subject to an additional charge as per Appendix 1.
5. The Client conducts Bike Return through closing of the Bike O-lock Blockade. The Bike should be immobilized in such a way so that the front Bike wheel remains in a straight line towards the Bike frame and the Bike remains stable. The Bike must be parked in line with traffic regulations, not hindering bike, road or pedestrian traffic.
6. The Client is obliged to correctly return and secure the bike, as specified in Chapter XI points 1 and 2 of the Terms of Service . Failure to adhere to this obligation may result in:
 - a. calculation of fees for the use of the 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. 4 of the Terms of Service (depending on the type of Bike),
 - b. calculation of contractual penalty for loss, theft or damage of a Bike in accordance with Appendix no. 1 to the Terms of Service (depending on the type of Bike),
 - c. charging the fee for leaving the non-standard Bike outside the WRM Station in accordance with Appendix No. 1,
 - d. calculation of the fee for abandoning the Bike (regardless of its type) in a hardly accessible place, in accordance with Appendix no. 1 to the Terms of Service,
 - e. charging the fee for abandoning the Bike (regardless of its type) outside of the Area of Usage, in accordance with Appendix No. 1 to the Terms of Service,
 - f. calculation of the fee for abandoning the Bike (regardless of its type) in Non-authorized Zone and in areas with difficult access, in accordance with Appendix no. 1 to the Terms of Service.

Fees sum up.

4. Fees specified in Chapter XI point 6.B may be decreased, as appropriate, at the request of the User should a Bike be found within 30 days from the date of reporting its loss.

XII. Failures and repairs

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

XIII. Blockade of User Accounts.

1. The Operator reserves the right to temporarily block Client's account in the WRM system in case of non-compliance with the conditions of bike use at WRM, 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 Chapter VI of the Terms of Service,
 - b. uses the Bike not in compliance with its designation,
 - c. leaves the Bike unsecured.
3. Account Blockade may also occur in case when the Bike has been lost post its Rental.
4. Permanent Blockade of Client Account prevents any future setting up of subsequent Accounts and constitutes termination of Agreement with the Client due to his/her fault.

XIV. Complaints

1. Complaint is an expression of discontent by a Client on account of the provided service or the course of process related to the provided service and, ultimately, a demand for correction of the service or a reimbursement of entirety or part of the calculated fee. Submissions which do not contain claims directed at the Operator shall not be considered as complaints.
2. Complaints ought to contain at least such data as: first name, surname, address, telephone number, email address, 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 Chapter I point 3,
 - b. via electronic means through the contact form available on the website,
 - c. through Mobile Application,
 - d. via telephone,
 - e. via registered letter to the postal address of the Operator indicated in Chapter I point 3
 - f. in person at the premises of the Operator.
4. If data contained within the complaint require supplementation, the Operator requests that the complaining person supplements the complaint within the indicated scope prior to reviewing the complaint. Prior to considering complaints, the Operator may also turn to the Client with a request to supplement, at a designated time, data on the Account, indication of which is required by the provisions of the Terms of Service. In case of lack of data the Operator will leave such submission unattended.
5. The recommended term for submission of complaints amounts to 7 days from the date of occurrence of the event which constitutes the cause of a given complaint.
6. Submitting a complaint does not release the Client from the obligation of a timely realization of the obligations towards the Operator.
7. The Operator shall process a complaint within 14 days from the date of obtaining it and in case of matters of more complicated nature, this period may take up to 30 days. In case of the necessity to

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

8. Response to a complaint shall be posted to the Client via electronic post or traditional post to the correspondence address in a manner specified in the complaint. The Operator may post a response to an alternative address / email address indicated by the Client submitting the complaint within the correspondence.
9. The Client may appeal against a decision issued by the Operator. The appeal will be considered within 14 days of its receipt by WRM CK. The appeal ought to be submitted in one of the following manners:
 - a. via electronic means to the email address indicated in Chapter I point 3,
 - b. via electronic means through the contact form available on the website,
 - c. via registered letter to the address of the Operator, specified in Chapter I point 3,
 - d. in person at the premises of the Operator.
10. The Client may:
 - a. refer the appeal against the Operator's decision directly to WRM CK within 14 days from the date of receipt of the response to the complaint,
 - b. launch court actions against the Operator before the relevant general court.

XV. Termination of Agreement

1. Withdrawal from Agreement:

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

2. Termination of the Agreement upon application of the Client
 - a. The Client has the right to terminate the Agreement. Termination may be submitted by the Client in the following manner:
 - i. via electronic means to the email address indicated in Chapter I point 3,
 - ii. via electronic means through the contact form available on the website,
 - iii. via registered letter to the address of the Operator, specified in Chapter I point 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 WRM System shall be the result of Agreement termination.
 - c. Prior to terminating the Agreement the Client is obliged to top up the means on the Client Account to reach the balance of 0 PLN. Termination of Agreement in a situation where Client Account balance is negative shall remain without effect on the Operator's right to pursue the amount equal to the unsettled liabilities of the Client for the Operator's provision of services.
 - d. If the funds on Client Account exceed 0 PLN on the day of Agreement termination they will be reimbursed to the bank account indicated by the Client in the application form unless the Client consented to an alternative solution within Termination of Agreement. Other solutions ought to be indicated by the Client within the submitted declaration. The termination of the Agreement takes effect within 14 days from the date of receipt of the termination of Agreement. In case when reimbursement of funds is related to the necessity of incurring additional costs on the side of the Operator in the form of transfer costs, these costs shall be deducted from the means to the reimbursement of which the Client is entitled.
3. The Operator may terminate the Agreement subject to the 7-day notice period (seven days) in the event of occurrence of a significant cause, such as in particular: liquidation of the WRM System or ceasing of operations or change of the scope of WRM System operations.
4. Termination of Agreement for the provision of services via electronic means by the Operator shall occur through sending a statement of termination of Agreement for the provision of services via electronic means to the electronic post address of the User specified in Client Account or via submission of a declaration to the User in any other manner.
5. Subject to point 6 below, liquidation by the Operator of User Account shall be the result of Agreement termination.
6. In the event, when in the course of the hereby Agreement validity the User used the bike rental service in other cities according to the principle of compatibility of Systems in line with the provisions of Chapter I point 4 of the Terms of Service and, as part of their registration to that subsequent service, he or she did not set up a new account, the Client Account shall not be liquidated. The service of Client Account shall continue to be provided according to the conditions specified in the Terms of Service indicated above for the subsequent service which, as per the rule of compatibility, the User used, including in particular the means on the Account will remain available to be used under this service.
7. Should the User, after termination of the Agreement, use User Account according to the principles specified in point 6 above, he or she shall be obliged to make payments stemming from the Terms of Service of a given service, excluding payment of the initial fee according to the conditions specified in the Terms of Service of a given service.
8. In case when Client Account is liquidated, provided that the means of Client Account exceed PLN 0 on the day of Agreement termination, these shall be returned to the bank account specified by the User. The termination of the Agreement takes effect immediately, within 30 days from the date of receipt of the termination by the Operator. In case when reimbursement of funds is related to the necessity of incurring additional costs on the side of the Operator in the form of transfer costs, these costs shall be deducted from the means to the reimbursement of which the Client is entitled.

XVI. Final provisions

1. The acceptance of the hereby Terms of Service and Rental of a Bike indicates: a declaration of the health state which ensures safe movement on a Bike; ability to ride a Bike; possession of permissions required by provisions of law and knowledge of road traffic provisions.
2. The Operator reserves the right to terminate the Agreement with a notice of 14 days in case the Client breaches the provisions of the hereby Terms of Service (i.e. lack of acceptance of the new Terms of Service, non-return of a bike at the required time) while the Client is entitled, in respect of the Operator, to submit claims related to the return of means on the Client Account, provided that they were not used by the Operator previously to cover the payable liabilities chargeable to the Client.
3. In the event of services of permanent nature (i.e. Account maintenance) the Terms of Service may be modified due to a significant cause, such as:
 - a. change of legal regulations or their interpretation justifying the need for changes in the Terms of Service;
 - b. change in the service, including in the scope or manner of its provision;
 - c. introduction of a new service;
 - d. discontinuation of provision of services entirely or partly;
 - e. reasons related to privacy protection, safety and prevention of abuses;
 - f. removal of potential doubts or interpretation ambiguities;
 - g. change of data specified in the Terms of Service, including the Operator's data.

Any modifications come into force within 14 days from the date of notifying the User of changes to the Terms of Service through publishing them on the internet website and sending them to the User's email address. In the event of lack of acceptance of modification to the Terms of Service, the User may terminate the Agreement effective immediately, by submitting termination no later than within 14 days from the date of notifying the User of changes in the Terms of Service.

4. In the event of services of one-off nature (i.e. Single ride) or services paid upfront, in each case the version of the Terms of Service valid at the moment of ordering the service is binding in each case.
5. 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.
6. 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 bikes		Gross value
Payment for rental	from 1 to 20 minutes	PLN 0
	from 21 to 60 minutes	PLN 3

(Amounts from individual time ranges sum up)	second and each subsequent commenced hour	PLN 6 /hour
Fee for exceeding the 12-hour limit of rental		PLN 300
Fee for theft, loss or damage		PLN 4,613
E-Bike Pricelist		
Fee for each commenced minute		PLN 0.59
Fee for exceeding the 12-hour limit of rental		PLN 300
Fee for theft, loss or damage of electric bike		PLN 21,525

Pricelist for tandem type of Bike and Cargo Bike		
Payment for rental (Amounts from individual time ranges sum up)	Time range	Gross value
	from 1 to 4 hours	PLN 2.50 /hour
	from 5 to 24 hours	no fees
	third and each subsequent commenced hour	PLN 2.50 /hour
Fee for exceeding the 72-hour limit of rental		PLN 500
Fee for theft, loss or damage of the tandem type of	Tandem	PLN 4,613
	Cargo bike	PLN 11,531
	Cargo electric bike	PLN 16,913

Pricelist for Children Bike		
Payment for rental	Time range	Gross value
	from 1 to 48 hours	no fees
Fee for exceeding the 48-hour limit of rental		PLN 350
Fee for theft, loss or damage		PLN 3,075

Pricelist for handbike type of bike		
Payment for rental	Time range	Gross value
	from 1 to 72 hours	no fees
Fee for exceeding the 72-hour limit of rental		PLN 500
Fee for theft, loss or damage		PLN 38,438

Additional fees

Initial fee	PLN 10
Bonus for escorting a standard Bike or E-Bike to a WRM Station (Premium Return)	PLN 3
Abandoning a standard Bike or E-Bike outside of a WRM Station (Paid Return)	PLN 5
Abandoning the Bike (regardless of its type) in Non-authorized Zone*	PLN 150
Transporting and collecting a non-standard Bike in accordance with Chapter VII point 3 a to one of the dedicated stations from Appendix No. 3	PLN 15
Transporting and collecting a non-standard Bike in accordance with Chapter VII point 3.b and c. of the Terms of Service	PLN 100
Transporting and collecting a non-standard Bike in accordance with Chapter VII point 3.d of the Terms of Service	PLN 200
Lack of rental of the reserved non-standard Bike	PLN 50
Ride on a Bike by greater than allowable number of persons for a given type of Bike	PLN 100
Abandoning the Bike (regardless of its type) out of the Area of Usage**	
up to 10 km (from the closest station)	PLN 50
up to 25 km (from the closest station)	PLN 125
up to 50 km (from the closest station)	PLN 250
up to 100 km (from the closest station)	PLN 500
above 100 km (from the closest station)	PLN 1,000
Abandoning the Bike (regardless of its type) in a hardly accessible place***	PLN 600
Abandoning a non-standard Bike outside of the WRM Station	PLN 350
Removal of applied protections	PLN 200
Non-authorized ride	PLN 100
Transporting the Bike via other means of transport (train, bus, car etc.)	PLN 50

*, ** and *** The charge for leaving the bicycle in a difficult to access area will be added to any penalty for leaving the bicycle outside the Area of Usage or for leaving the bicycle in Non-authorized Zone if both situations occur in combination.

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

Name	Unit of measurement	PRICE*	VAT 23%	TOTAL
Battery	pcs.	PLN 2,888.00	PLN 664.24	PLN 3552.24
O-lock Blockade	pcs.	PLN 1,113.00	PLN 255.99	PLN 1,368.99
Front mudguard	pcs.	PLN 20.00	PLN 4.60	PLN 24.60
Back mudguard	pcs.	PLN 13.00	PLN 2.99	PLN 15.99
RFID reader	pcs.	PLN 975.00	PLN 224.25	PLN 1,199.25

Tube 26 x 1.75	pcs.	PLN 15.00	PLN 3.45	PLN 18.45
Bell	pcs.	PLN 6.00	PLN 1.38	PLN 7.38
Brake lever, right side	pcs.	PLN 19.00	PLN 4.37	PLN 23.37
Brake lever, left side	pcs.	PLN 19.00	PLN 4.37	PLN 23.37
Roller front brake	pcs.	PLN 207.81	PLN 47.80	PLN 255.61
Roller rear brake	pcs.	PLN 255.31	PLN 58.72	PLN 314.03
Battery power cord	pcs.	PLN 34.00	PLN 7.82	PLN 41.82
GM2.5 cable	pcs.	PLN 19.00	PLN 4.37	PLN 23.37
EB Bus cable	pcs.	PLN 56.00	PLN 12.88	PLN 68.88
Speed sensor	pcs.	PLN 56.00	PLN 12.88	PLN 68.88
Handlebar lift	pcs.	PLN 50.00	PLN 11.50	PLN 61.50
Left crank	pcs.	PLN 35.00	PLN 8.05	PLN 43.05
Crank with pinion	pcs.	PLN 63.00	PLN 14.49	PLN 77.49
Connection block	pcs.	PLN 15.00	PLN 3.45	PLN 18.45
Basket	pcs.	PLN 210.00	PLN 48.30	PLN 258.30
Front light	pcs.	PLN 38.00	PLN 8.74	PLN 46.74
Back light	pcs.	PLN 31.00	PLN 7.13	PLN 38.13
Brake line (band)	pcs.	PLN 6.00	PLN 1.38	PLN 7.38
Line (band) of rear dérailleur	pcs.	PLN 6.00	PLN 1.38	PLN 7.38
Chain	pcs.	PLN 14.00	PLN 3.22	PLN 17.22
Basket fix	pcs.	PLN 48.00	PLN 11.04	PLN 59.04
Chain guard fix	pcs.	PLN 25.00	PLN 5.75	PLN 30.75
Tyre (26 x 1.75)	pcs.	PLN 40.97	PLN 9.42	PLN 50.39
Chain guard	pcs.	PLN 63.00	PLN 14.49	PLN 77.49
Brake line shell	m	PLN 4.00	PLN 0.92	PLN 4.92
Rear derailleur shell	m	PLN 4.00	PLN 0.92	PLN 4.92
Solar panel	pcs.	PLN 250.00	PLN 57.50	PLN 307.50
Set of pedals	pcs.	PLN 19.00	PLN 4.37	PLN 23.37
Front hub (dynamo)	pcs.	PLN 375.00	PLN 86.25	PLN 461.25
Back hub	pcs.	PLN 375.00	PLN 86.25	PLN 461.25
Rear derailleur pusher	pcs.	PLN 21.00	PLN 4.83	PLN 25.83
Front tyre with dynamo	pcs.	PLN 438.00	PLN 100.74	PLN 538.74
Lamp cables	m	PLN 6.00	PLN 1.38	PLN 7.38
Bike frame	pcs.	PLN 875.00	PLN 201.25	PLN 1,076.25
Left handle	pcs.	PLN 11.00	PLN 2.53	PLN 13.53

Right handle	pcs.	PLN 11.00	PLN 2.53	PLN 13.53
Engine	pcs.	PLN 2,687.00	PLN 618.01	PLN 3305.01
Saddle	pcs.	PLN 31.00	PLN 7.13	PLN 38.13
Advertisement sides	pcs.	PLN 50.00	PLN 11.50	PLN 61.50
Handlebar rudders	pcs.	PLN 11.00	PLN 2.53	PLN 13.53
Footer/ support	pcs.	PLN 119.00	PLN 27.37	PLN 146.37
Support 115 mm	pcs.	PLN 60.00	PLN 13.80	PLN 73.80
Front spoke strengthened	pcs.	PLN 1.00	PLN 0.23	PLN 1.23
Rear spoke strengthened	pcs.	PLN 1.00	PLN 0.23	PLN 1.23
Seat pillar with engraving	pcs.	PLN 49.00	PLN 11.27	PLN 60.27
Roller brake screw	pcs.	PLN 50.00	PLN 11.50	PLN 61.50
Brake lever adjusting screw	pcs.	PLN 6.00	PLN 1.38	PLN 7.38
Rear 3-speed wheel with brakes	pcs.	PLN 438.00	PLN 100.74	PLN 538.74
Rear 7-speed wheel with brakes	pcs.	PLN 563.00	PLN 129.49	PLN 692.49
Fork	pcs.	PLN 313.00	PLN 71.99	PLN 384.99
Handlebar stem	pcs.	PLN 21.00	PLN 4.83	PLN 25.83
Seat pillar clamp	pcs.	PLN 15.00	PLN 3.45	PLN 18.45

*may be subject to changes

Appendix no. 3 Location of non-standard WRM Stations

Location
Plac Dominikański (Dominikańska Shopping Mall)
Lotnicza/Na Ostatnim Groszu
Powstańców Śląskich/Aleja Hallera
Rondo Reagana
Żmigrodzka/ Broniewskiego

Appendix no. 4 Duration of Rental

Type of Bike	Standard Rental Duration	Possibility of extending the Duration of Rental	Maximum Rental Duration	Fee for exceeding the Maximum Duration of Rental
Children Bike	48 hours	none	48 hours	PLN 350
E-Bike	12 hours	none	12 hours	PLN 300
Handbike	48 hours	by 24 hours	72 hours	PLN 500



Standard	12 hours	none	12 hours	PLN 300
Tandem	48 hours	By 24 hours	72 hours	PLN 500
Cargo	48 hours	By 24 hours	72 hours	PLN 500