

Terms of Service
of Pszczyna and the Goczałkowice – Zdrój Rower Miejski System

Valid from 23.03.2026

I. General Provisions

1. The hereby Terms of Service specify the principles and conditions of using the System Rowerów Miejskich w Pszczynie oraz Gminie Goczałkowice – Zdrój (hereinafter: SRM), launched and operating within administrative borders of the Pszczyna and Goczałkowice - Zdrój communes.
2. Terms of Service of SRM as well as the Privacy Policy are available free of charge on the internet website <https://pszczyńskirower.pl/> in such a way so as to enable familiarising with the content, obtaining, broadcasting and recording them. These documents may be obtained at the headquarters of Nextbike Polska S.A. with its registered seat in Warsaw, which is the Operator of SRM.
3. Contact:
Nextbike Polska S.A.
ul. Staniewicka 5,
03 – 310 Warszawa
e-mail: bok@pszczyńskirower.pl
tel.: 32 630 62 55
4. Nextbike Systems are compatible, that is, setting up an account in one of the systems enables the use of bike rental stations in other cities, unless the terms of service of a given system indicate otherwise.

II. Definitions

1. **Mobile Application** – mobile application enabling the use of SRM. 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 SRM System is the condition for its download and use.
2. **Account Blockade** – preventive measure consisting of preventing the use of SRM, 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. **Customer Centre of System Rowery Miejskie w Pszczynie oraz Gminie Goczałkowice – Zdrój /CC SRM** – service launched by the Operator which ensures contact with the Operator by means of:
 - a. hotline available 24/7 at the following number: 32 630 62 55
 - b. electronic post at the address bok@pszczyńskirower.pl

Information regarding CC operations are available on the website <https://pszczyńskirower.pl/>.

4. **O-lock blockade** – means of securing Bikes in the form 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 Standstill function. O-lock blockade is mounted on the rear wheel and it remains open throughout the ride. It comprises a compulsory accessory of every Bike.
5. **Promotional Voucher/Bonus** – a voucher offered by the Operator which enables topping up Client Account. The voucher amount and its designation is established by the Operator and it is non-refundable. The means from the vouchers are used in the first place, prior to the means paid in by the Client.
6. **Price list and Table of Additional Fees** – price list of SRM services and charges, constituting an integral part of the Agreement. Price List and Table of Additional Fees constitutes Appendix no. 1 to the hereby Terms of Service and is available on the internet website as well as within Nextbike Mobile Application.

7. **Duration of Rental** – time counted from the moment of Rental (unlocking) of the Bike to the moment of Bike Return through closing of its O-lock Blockade. Whilst, it is assumed that Standstill 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 have been specified in Chapter VI. Registration.
10. **Client/ User** – any natural person, participant of the SRM System, who has accepted the Terms of Service and carried out registration in the SRM System, thus concluding Agreement with the Operator.
11. **Client Account/Account** – personal Client Account created during registration for the purposes of using SRM 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 , in accordance with RFID standard, facilitating the process of Bike Rental.
12. **Top up amount** – payment of the minimum of 1 PLN, submitted towards Rentals onto Client Account.
13. **Minimum Account balance** – minimum balance which a Client ought to have in order to be entitled to Bike Rentals.
14. **Non-authorized ride** – use of a SRM Bike without bike rental registered on Client Account.
15. **Operator** – company Nextbike Polska S.A. realizing the service of SRM maintenance with its registered seat at ul. Staniewicka 5, 03-310 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** – entrance fee , paid by Clients upon registering in the SRM System. The level of initial fee has been defined in Appendix no. 1.
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 under the link <https://pszczyńskirower.pl/polityka-prywatności/>.
18. **Explanatory proceeding** – a set of actions undertaken by the Operator, targeted at establishing the circumstances and events occurring in relation to the use of bikes, in particular, those related to breaching of the Terms of Service, accidents and collisions or damages to the property of the Operator.
19. **Standstill** – function enabling parking of a Bike without having to return it. Standstill 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 SRM System, and in particular, conditions, scope of rights and obligations and responsibility of persons who avail of the possibility of renting bikes in the SRM System.
21. **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.
22. **Three-wheel bike** - a bicycle designed for one person with a disability.
23. **Standard Bike** – basic type of bike made available within the SRM 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 120 kg of the sole riding person. It is equipped in a basket with a maximum load of 5 kg.
24. **SRM Service** – actions performed by the Operator in relation to the exploitation, repairs and maintenance of the SRM System.

25. **SRM Station** – place of Rental and Return of Bikes by Clients, marked with a SRM symbol, equipped in bike stands, whilst the Bikes are parked (returned) by means of O-lock Blockades. Information about locations of the SRM Stations may be found on the internet website as well as in the Mobile Application.
26. **User Zone** – administrative borders of the Pszczyna and Goczałkowice - Zdrój.
27. **Website** – internet website launched by the Operator, <https://pszczyńskiower.pl/>, which contains all necessary data for the commencement and subsequent use of the SRM System.
28. **System of Rowery Miejskie w Pszczynie oraz Gminie Goczałkowice /SRM System** – system of Bike rental stations launched by the Operator which includes, in particular, Bikes, technical infrastructure, software and devices which enable Rental and Return of Bikes.
29. **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 SRM 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.
30. **Bike Rental/ Rental** – unblocking of the Bike by means of Client Identifier or via another method as specified in Clause VI.4 in order to commence a journey. Rental process is specified in detail in Clause VII. of the Terms of Service.
31. **Bike Return/Return** – returning the Bike to the SRM Station or outside of it through locking of the Bike's O-lock Blockade. The process of Bike Return is specified in Clause X of the Terms of Service. Use of the Standstill function is not understood as Bike Return.

III. **General Principles of using the System of Rowery Miejskie w Pszczynie oraz Gminie Goczałkowice**

1. The condition for use of the SRM 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 SRM is, furthermore, maintenance of a minimum top up level on 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 SRM 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. 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 bok@pszczyńskiower.pl,
 - b. via registered letter sent to the address of the Operator,
 - c. submitted in person at the headquarters of the Operator.

The consent should include:

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

Sample consent may be found at <https://pszczyńskiower.pl/>

3. The Client may rent up to 4 Bikes simultaneously.
4. The use of Rented Bikes is permitted within the User Zone.
5. The use Bikes within the SRM 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 the SRM 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 of the Operator, he shall be entitled to block the Client Account. Detailed conditions related to such blocking have been specified in Clause XII 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 in the SRM 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 SRM 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 SRM 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. It is forbidden to transport SRM Bicycles by cars or any other means of transport belonging to private persons under penalty of a fee in accordance with Appendix 1. This prohibition does not apply to public transport as long as the rules of carriage allow it.
11. The use of any protection which is not a standard SRM 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 Bicycle in the course of Duration of Rental, the Client is obliged to notify the Customer Centre 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 bicycle, the Client is obliged to contact CC SRM.

V. Payments.

1. Fees within the SRM 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 CC SRM. The basis for calculating the fee for the use of a Bike is the Duration of Rental.
2. Payments for services and products offered within the SRM System may be conducted through:
 - a. online payments available after logging in onto the website, to one's Client Account,
 - b. 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,
 - c. through authorizing the SRM 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 SRM 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 SRM 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 SRM 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 SRM System is prior registration of the Client in the System..
2. Registration can be done through:
 - a. Website,
 - b. Mobile application,
 - c. telephone contact with CC SRM.
3. During registration, indication of the following personal data is required:
 - a. mobile phone number,
 - b. first name and surname,
 - c. contact address, that is city, street including flat/house number, postal code, country,
 - d. Email address,
 - e. PESEL number,

One ought to also indicate at least the information regarding Client's acknowledgement and acceptance of the Terms of Service of SRM 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.
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. registering a Client Account,
 - b. payment of the Initial Fee (during registration or at a later stage),
 - c. in the case of minors, only on delivery of parental consent,
 - d. providing all required personal data,
 - e. clicking on the verification link,
 - f. maintaining a minimum balance in the Account,

Client Accounts that contain incorrect personal data with 0 PLN balance resulting from non-payment of the initial fee, may be automatically removed from the SRM base.

VII. Rental.

1. Renting a Bicycle is possible after complying with the requirements specified in section VI.6 above.
2. SRM Bikes may be rented by means of:
 - a. Mobile Application,
 - b. telephone contact with CC SRM.
3. Bike Rental is possible at any SRM Station.
4. 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.

5. In case of noting during Bike Rental of any defects in the Bike, the Client is obliged to immediately report the problem to CC SRM or via Mobile Application and, provided that it is possible, to return the Bike to the closest possible Station.
6. In case when during rental of a Bike an accident or collision occurs, the Client is obliged to write a statement or call the Police to the site. Furthermore, in case of occurrence of the above event the Client is obliged to inform CC SRM of this fact no later than within 24 hours post the event.
7. It is recommended that the Client has a mobile phone with them through which connection may be made with CC SRM if necessary.
8. The Rented Bike may be used within the User Zone. In the course of rental, the User may cycle beyond the functional area of User Zone, however, he or she is obliged to return to it prior to completing Rental and return it within the area of User Zone at SRM Station, otherwise the User will be charged with a fee in accordance with Appendix no. 1.

VIII. Duration of Rental

1. Duration of Rental of the Bike commences at the time of Bike release, in accordance with Clause VII.2 of the Terms of Service as well as unlocking of O-lock Blockade. It ends at the time of Bike Return, in accordance with Clause X.2 of the Terms of Service, thus, closing of O-lock Blockade at SRM Station. The use of Standstill function and closing of O-lock Blockade outside the station is not understood as Bike Return and it is included in the Duration of Rental.
2. The Client is obliged to return the Bike to SRM Station within the maximum Duration of Rental, that is within 12 hours.
3. Exceeding the duration of hours in a single rental causes additional charging of the fee in accordance with Appendix no. 1.
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).

IX. Standstill.

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

X. Return.

1. Returns of SRM Bikes are possible at SRM Stations.
2. The Client conducts Bike Return at Station 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. If you return your bike at a place other than an SRM station, you will be charged an additional fee according to Appendix 1.
3. The Client shall be responsible for correct return and securing of the Bike. Failure to adhere to this obligation may result in:
 - a. calculation of fees for the use of a Bike in accordance with the Price List, and in case of rental exceeding the maximum Rental Duration, calculation of an additional fee in accordance with Appendix no. 1 of the Terms of Service,
 - b. calculation of contractual penalty for loss, theft or damage of a Bike in accordance with Appendix no. 1 to the Terms of Service (depending on the type of Bike),
 - c. calculation of the fee for abandoning the Bike (regardless of the type) not in the SRM Station but in User Zone in accordance with Appendix no. 1 to the Terms of Service,

- d. charging the fee for abandoning the Bike (regardless of its type) outside of the User Zone, in accordance with Attachment No. 1 to the Terms of Service.

Fees sum up.

4. Fees specified in Chapter X point 3.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.

XI. Failures and repairs

1. Any failures should be reported by phone to CC SRM 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 CC SRM by phone and, if possible, escort the Bike to the nearest SRM 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 SRM Service.
3. We recommend that the Client should be able to contact CC SRM at all times throughout Duration of Bike Rental.

XII. Blockade of User Accounts.

1. The Operator reserves the right to temporarily block Client's account in the SRM System in case of non-compliance with the conditions of SRM Bikes, specified in the hereby Terms of Service.
2. In particular, the account blockade may occur, when the Client:
 - a. failed to provide personal data specified in Clause VI of the Terms of Service,
 - b. uses the Bike not in 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.

XIII. 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, allowing for Client identification. In case of lack of data that would enable identification of a Client, the Operator will leave such submission unattended.
3. All complaints concerning the services provided on the basis of the Terms of Service may be submitted:
 - a. via electronic means to the email address indicated in Clause I.3,
 - b. via electronic means 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 Clause I.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 7 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 CC SRM. The appeal ought to be submitted in one of the following manners:
 - a. via electronic means to the email address indicated in Clause I.3,
 - b. via electronic means through the contact form available on the website,
 - c. via registered letter to the postal address of the Operator indicated in Clause I.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 CC 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.

XIV. 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. sending the Operator a statement of withdrawal from the Agreement to the e-mail address specified in Point I.3,
 - ii. sending a written statement on withdrawal from the Agreement to the Operator by registered mail to the postal address specified in Clause I.3. 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. Another solution 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 Clause I.3,
 - ii. via electronic means through the contact form available on the website,
 - iii. via registered letter to the address of the Operator indicated in Clause I.3,
 - iv. in person at the premises of the Operator.

- b. The termination of Agreement takes effect immediately, within 14 days from the date of receipt of the termination by the Operator. Liquidation by the Operator of Client Account within the SRM 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. Another solution ought to be indicated by the Client within the submitted declaration. The termination of the Agreement takes effect immediately, within 14 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.

- 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 SRM System or ceasing of operations or change of the scope of SRM 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.** The consequence of termination of Agreement shall be the liquidation of Client Account by the Operator.

- 6.** 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.

XV. 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

Price list for Standard Bikes, Children Bikes and Three-wheel bike		Gross value
Payment for rental (Amounts from individual time ranges sum up)	from 1 to 30 minutes	PLN 0
	from 31 to 60 minutes	PLN 1
	from 61 to 120 minutes	PLN 2
	From 121 to 180 minutes	PLN 3
	fourth and each subsequent commenced hour	PLN 4 /hour
Fee for exceeding the 12-hour limit of rental		PLN 200
Fee for theft, loss or damage of:		
Standard Bike		PLN 3 900
Children Bike		PLN 3 500
Three-wheel Bike		PLN 8 000

Additional fees

Initial fee	PLN 10
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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) outside User Zone	PLN 90
Abandoning the Bike (regardless of its type) outside SRM Station but in User Zone	PLN 50
Removal of applied protections	PLN 200
Non-authorized ride	PLN 100
Transporting the Bike via car or other means of private transport	PLN 100

Additional fees sum up.