

## Terms of Use of the Chełmski Rower System

Valid from 23.03.2026

### I. General provisions.

1. These Terms of Use define the terms and conditions of using the urban and communal bike system in the Chełm Functional Area, known as Chełmski Rower (hereinafter referred to as ChR), established and operating within the administrative borders of the Chełm Functional Area, i.e. the city of Chełm and the communes of Chełm and Kamień. The municipal and communal bike system is implemented as part of the project entitled “Budowa niskoemisyjnego systemu transportu w Chełmskim Obszarze Funkcjonalnym” [Construction of a low-emission transport system in the Chełm Functional Area], co-financed by the European Union from the European Regional Development Fund under the Regional Operational Programme of the Lublin Province for 2014-2020, by the City of Chełm, Chełm Commune and Kamień Commune.
2. The ChR Terms of Use together with the Privacy Policy are available free of charge on the following website [www.chelmskirower.pl](http://www.chelmskirower.pl) in a way that enables its content to be reviewed, downloaded, reproduced and recorded. These documents are available at the office of Nextbike Polska S.A. based in Warsaw, which is the Operator of ChR.
3. Contact details:  
Nextbike Polska S.A.  
ul. Staniewicka 5  
03 – 310 Warszawa  
e-mail: [bok@chelmskirower.pl](mailto:bok@chelmskirower.pl)  
phone: 22 208 99 98
4. Nextbike systems are compatible, i.e. creating an Account in one of the systems allows you to use the bike rentals in other cities, unless the Terms of Use of a given system state otherwise.

### II. Definitions.

1. **Mobile Application** – a mobile application that allows you to use the ChR. You may use the Mobile Application on a smartphone device with a suitable, current Android or iOS system that allows you to download the Mobile Application from the online store. The application is available to download free of charge at Google Play and Apple AppStore, and in order to download and use it, you must have permanent access to the Internet and register a Customer Account with the ChR System.
2. **Account Blocking** – a preventive measure which consists in preventing the use of the ChR, which may be used by the Operator in the event of an infringement by the Customer of the provisions of these Terms of Use, in particular the infringement constituting damage to elements of the ChR system.
3. **Chełmski Rower Customer Service Centre/ChR Customer Service Centre** – a service launched by the Operator for contacting the Operator via:
  - 3.1 24/7 hotline at phone no.: 22 208 99 98
  - 3.2 e-mail at: [bok@chelmskirower.pl](mailto:bok@chelmskirower.pl)
  - 3.3 Mobile Application

Information about the operation of the Customer Service Centre is posted on the Website [www.chelmskirower.pl](http://www.chelmskirower.pl)

4. **O-lock** – a means of securing the Bike in the form of an "O" clamp integrated with the frame, without which it is impossible to terminate the Rental. The lock is also used to secure the Bike when the Parking function is used. The O-lock is mounted on the rear wheel and remains open while riding. Each Bike is equipped with the O-lock.

5. **Promotional Voucher/Bonus** – Voucher offered by the Operator, which enables the crediting of the Customer's Account. The Voucher amount and its purpose are determined by the Operator and it is non-refundable. The funds from the Vouchers are used first, before the funds paid by the Customer.
6. **Price List and Additional Fees Table** – the price list of ChR services and charges constituting an integral part of the Agreement. The Price List and the Table of Additional Fees constitute Appendix 1 to these Terms of Use, which is available on the Website and in the Mobile Application.
7. **Rental Time** – the time counted from the moment of renting (unlocking) the Bike to the moment of returning the Bike by closing the O-lock. It is assumed that the Parking is included in the duration of the Rental.
8. **GPS** – a device mounted on the Bike, used to monitor the position of the Bike and its location.
9. **Customer ID** – an individual number assigned to the Customer, corresponding to the cell phone number provided during registration, and a six-digit PIN number. Any RFID proximity card can also be used as an identifier. Details regarding registration and Customer IDs are described in Section VI Registration.
10. **Customer/User** – an individual, a participant of the ChR System, who has accepted the Terms of Use and has registered in the ChR System, thereby concluding an Agreement with the Operator.
11. **Customer Account/Account** – a personal Customer Account created during registration, for the purpose of using the ChR, as well as charging fees in accordance with Appendix 1 to the Terms of Use. The Customer may link compatible RFID-compliant cards and mobile devices to their ChR System account to streamline the Bike Rental process.
12. **Top-up Amount** – a payment made to the Customer's Account for the purpose of Rentals. The first payment must be made in the amount of minimum PLN 10 (Initial Fee to keep the Minimum Account Balance).
13. **Maximum rental time** – the maximum duration of the Bike Rental allowed by these Terms of Use is 12 (in words: twelve) hours from the moment of renting the Bike.
14. **Minimum Account Balance** – the minimum balance on the Account that the Customer should keep in order to be entitled to rent a bike. The Minimum Account Balance is PLN 10.
15. **Unauthorized Ride** – using a ChR Bike without a Bike Rental registered on the Customer Account.
16. **Operator** – the Nextbike Polska S.A., providing the ChR service, based at ul. Staniewicka 5, 03-310 Warszawa, entered into the Register of Entrepreneurs of the National Court Register, kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Department of the National Court Register under KRS No. 0000646950, REGON 021336152, NIP [TIN] 8951981007.
17. **Initial Fee** – the amount paid by the Customer upon registration in ChR. The amount of the Initial Fee is set forth in Appendix 1.
18. **Privacy Policy** – a document of the Operator, separate from the Terms of Use, determining the conditions of processing of the Customer's personal data by the Operator. Privacy Policy is available at <https://chelmskirower.pl/polityka-prywatnosci/>.
19. **Investigation** – legal and factual actions undertaken by the Operator, aimed at determining the circumstances and events arising in connection with the use of Bikes, in particular related to the violation of the Terms of Use, accidents and collisions or damage to the ChR system elements.
20. **Parking** – a feature that allows you to park the Bike without returning it. Parking is available from the Mobile Application.
21. **Abandonment of the Bike** – leaving the rented Bike without returning it or leaving the Bike in Parking mode for a period of time exceeding the Maximum rental time. Also leaving the Bike outside the place designated in the Terms of Use.

22. **Terms of Use** – these Terms of Use describing the principles and conditions of using ChR, in particular the scope of rights and obligations and responsibilities of persons using the possibility of Bikes Rental in ChR.
23. **Booking** – a feature enabling the Customer to remotely book a Bike. Details of Booking are described in Section VII of the Terms of Use.
24. **Standard Bike** – a basic bike type made available in the ChR by the Operator. The bike is designed for use by one person who is 13 years of age or older and is between 150 and 200 cm tall. The bike has wheels with rims measuring 26 inches, its load capacity is up to 120 kg of the rider alone. It is equipped with a basket with a capacity of 15 liters and a load capacity of 10kg.
25. **Standard Bike with Child Seat** – A standard bike equipped with a child seat designed to carry a child weighing between 9 and 22 kg who is able to sit unassisted for at least the intended duration of the bike trip. Carrying a child in a child safety seat may only be done under the supervision of a legal guardian. Details of how to use the bike with a child seat are available in Appendix 2 to the Terms of Use.
26. **Cargo bike (family/freight)** – a three-wheeled bike with a steered box, additionally equipped with folding benches for transporting children and safety belts. The maximum load capacity of the box is 100 kg. A maximum of four children may be carried on the benches, with seat belts fastened, with a combined weight not exceeding the load capacity of the box.
27. **Tandem bike** – a bike designed for use by two people with a combined weight of up to 230 kg.
28. **ChR Service** – activities performed by the Operator related to the operation, repair and maintenance of the ChR System.
29. **ChR Station** – a place where Bikes are rented and returned by the Customers, marked with the ChR symbol, equipped with a Totem and bike racks, at which Bikes are parked (returned) using the O-lock. Information about the location of the ChR Station can be found on the Website and on the Mobile Application.
30. **Area of Usage** – administrative borders of the Chełm Functional Area, i.e. the city of Chełm and the communes of Chełm and Kamień.
31. **Website** – the website launched by the Operator [www.chelmskirower.pl](http://www.chelmskirower.pl) containing data necessary for the commencement and further use of ChR.
32. **Chełmski Rower System/ ChR System/ ChR** – the Bike Rental System launched by the Operator, including in particular Bikes, technical infrastructure, software and devices that enable Bike Rental, Parking, Booking and Return.
33. **Information Totem/Totem** – an element of the ChR station that contains information necessary to start and use ChR.
34. **Agreement** – Customer's Agreement with the Operator, setting forth the mutual rights and obligations specified in these Terms of Use. The Agreement with the content encompassing the provisions of the Terms of Use is deemed to be automatically concluded at the moment of the Customer's registration in the ChR System and subject to the Customer's statement of acceptance of the Terms of Use. The Controller of the Personal Data is Nextbike Polska S.A.
35. **Bike Rental** – the unlocking of the Bike, using the Customer ID or as otherwise described in Section VIII(2), for the purpose of making a trip. The Rental process is detailed in Section VIII of the Terms of Use.
36. **Return of a Bike/Return** – returning the Bike to the ChR Station or outside by closing the O-lock. The Return Process is set forth in Section XI of the Terms of Use. The use of the Parking feature is not construed as a Return of a Bike

### III. General rules of using the Chelmski Rower System.

1. In order to use the ChR System, the Customer must provide the personal data required for registration, accept the conditions specified in these Terms of Use, make the initial payment and click on the activation link. The condition of using ChR is also keeping the Minimum Account Balance at the time of each rental in the amount of at least PLN 10 (in words: ten zlotys).
2. Individuals between 13 and 18 years of age (hereinafter referred to as minors) may use ChR with the consent of their parent or legal guardian. The parent or legal guardian shall be liable for any damages, if any, resulting in particular from the non-performance or improper performance of the Agreement and undertakes to cover the ongoing obligations set out in Appendix 1. The consent of at least one parent or legal guardian to the use of the Account by a minor must be sent to the Operator:

2.1 in the form of a scanned letter via e-mail to [bok@chelmskirower.pl](mailto:bok@chelmskirower.pl)

2.2 by registered mail to the address of the Operator,

2.3 submitted in person at the Operator's headquarters.

The consent should include:

2.4 the minor's phone number, to which the Account is registered,

2.5 full name of parent or legal guardian,

2.6 consent to the use of the ChR System by the minor,

2.7 full name of the minor,

2.8 the minor's date of birth,

2.9 handwritten signature of parent or legal guardian,

2.10 date and place of issuing the consent.

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

3. The Customer may rent up to 5 Bikes at a time.
4. Use of the Rental Bike is permitted in the Area of Usage, except as specified in Section VIII(7).
5. The ChR System Bikes may be used for non-commercial purposes only, under penalty of an additional fee in accordance with Appendix 1.
6. The parties to the Agreement are obliged to inform each other about any change of addresses or other data identifying the parties, provided during the registration in the System.

### IV. Accountability and Commitment.

1. The Operator performs services related to the operation of the ChR System and is responsible for its proper functioning.
2. The Operator shall not be liable for direct or consequential damages and lost profits resulting from improper performance of the Agreement by the Customer, or for other damages for which the User is responsible. The above provision does not affect, in terms of the agreement with the customer, Article 473 of the Civil Code.
3. The Customer undertakes to comply with the Terms of Use, in particular to pay the agreed fee and to use the Bike in accordance with the rules laid down in the Terms of Use.
4. The Customer is responsible for using the Bike in accordance with its intended use, the provisions of the Terms of Use and the law. In case of failure to comply with the conditions laid down in the Terms

of Use, the Operator has the right to block the Customer Account. Detailed conditions of Account Blocking are described in Section XIII of these Terms of Use.

5. The User is obliged to protect the login data from access by third parties and may be charged for the use of the service by anyone who obtains the User's login information through the User's fault.
6. The Customer shall be responsible for any damage or destruction resulting from failure to comply with the Terms of Use. The customer may be charged with the cost of repairing such damage. The Operator, at the request of the Customer, will issue a bill or invoice to the Customer for the performance of necessary repairs.
7. The Customer shall be fully and completely responsible for, and agrees to pay, all fines, fees, etc., imposed on the Customer during the use of the Bike through the fault of the Customer.
8. Bicycling is a complement to public transportation. You may not use the ChR Bikes for mountain biking, jumping, stunts, racing, or using the Bike to pull or push anything. Luggage may only be carried in the luggage rack provided, nothing may be hung on the frame or other parts of the Bike.
9. It is forbidden to use ChR Bikes by persons under the influence of alcohol or other intoxicants, psychotropic substances or substitutes within the meaning of the Terms of Use on counteracting drug addiction; strong anti-allergic drugs, other drugs that by definition prohibit or recommend refraining from driving.
10. It is forbidden to transport ChR Bikes by cars or other means of transport belonging to private persons under pain of being charged in accordance with Appendix. 1. Prohibition does not apply to public transport if the rules of carriage allow it.
11. It is prohibited to use safeguards that are not part of the ChR System to immobilize the Bike. The Operator reserves the right to remove inadequate safeguards used by the Customer. All costs of restoring the Bike to a condition that allows for the performance of the Rentals shall be borne by the Customer.
12. The Customer is responsible for the Bike from the time of Rental until the time of Return.
13. If the Bike is not returned for any reason, including if it is stolen or lost, the Customer will be charged the equivalent of the Bike, as set forth in Appendix 1, for each lost Bike.
14. The Customer agrees to return the Bike in the same condition as at the time of Rental, with the exception of the situations described in Section VIII(5). In particular, the Customer is obliged to take action to prevent dirt and damage, beyond standard use, and theft of the rented Bike.
15. In case of theft of the Bike during the rental, the Customer is obliged to notify the ChR Customer Service Centre immediately after noticing the incident.
16. In case of incorrect Return of the Bike due to the Customer's fault, the Customer shall bear the costs of further rental of the Bike and shall be responsible for any theft and damage. In the case of difficulties with the Return of the Bike, the Customer must contact the ChR Customer Service Centre.

## V. Payments.

1. Fees are charged in the ChR System according to the rates set out in Appendix 1 of the Price List and Additional Fees Table, available on the Website, the Mobile Application and the ChR Customer Service Centre. The basis for calculating the fee for using the Bike is the Rental Time.
2. Payment for services and products offered through ChR may be made:
  - 2.1 using payment cards,
  - 2.2 through online payments available after logging in to the Customer's Account on the Website,
  - 2.3 by means of a deposit slip paid at a post office or bank, generated at a payment service provider. The printout is available after logging in to the Customer Account on the Website,

2.4 by authorizing the ChR System Operator to charge the Customer's credit or debit card for all accrued charges, including amounts due in connection with any extended rental, charges for damage, theft or loss of the Bike(s).

3. Payment card information is processed by a third party service provider and is not stored by or available to the Operator.
4. All payments shall be transferred to the Operator's account.
5. At the request of the Customer, the Operator will provide the Customer with a VAT invoice. For this purpose, the Customer shall contact the Operator by e-mail to the Operator's e-mail address to indicate the data necessary for issuing a VAT invoice.
6. In the event that the charged fees exceed the available funds, the Customer is obliged to top up their Account at least to the balance of PLN 0 within 3 working days. In case of non-payment, the Operator reserves the right to take appropriate legal action against the Customer to obtain payment for the executed Agreement, resulting in blocking the Account until the payment is made. The Operator shall have the right to charge statutory interest for delay on overdue amounts from the due date until the date of actual payment in full.
7. If the Customer is in arrears with payments to the Operator, the Service Provider reserves the right to provide information about the arrears to the entities indicated by the relevant legislation. The Customer acknowledges that the ChR Operator has the right to transfer its receivables due from the Customer, arising from the Agreement, to third parties, which will entitle these third parties to claim the receivables in question from the Customer. The ChR Operator reserves the right to entrust a debt collection company with the collection of debts from the Customer.
8. Refunds of fees paid for Rentals may be made upon termination of the Agreement.
9. The amount of a Promotional Voucher credited to the Customer's Account is non-refundable. It is used before the funds paid by the customer. Details of the amount, validity period and reason for awarding the Promotional Voucher are set out in the current promotional terms and conditions available on the Website.

## **VI. Registration.**

1. In order to use the ChR System, the Customer must first register in the System and pay the Initial Fee
2. Registration can be done through:
  - 2.1 Website,
  - 2.2 Mobile Application,
  - 2.3 phone contact with the ChR Customer Service Centre.
3. The following personal information is required during the registration process in accordance with Sections VI(2.1), VI(2.2) and VI(2.3):
  - 3.1 mobile phone number,
  - 3.2 name and surname,
  - 3.3 contact address, i.e. country, postal code, city, (optionally street with house and apartment number)
  - 3.4 email address,
  - 3.5 PESEL number, in case of Polish citizens
  - 3.6 optionally, payment card number in case of payments with a chargeable credit card.

It is also necessary to indicate that the Customer has read and accepted the Terms of Use of ChR and the Operator's Privacy Policy.

4. After successful registration, the Customer receives an automatically generated PIN number, which together with a phone number is used to log in to the Customer Account. The login details are texted to a designated phone number.

In order to facilitate the process of logging into the Account and Renting a Bike, the Customer has the possibility of linking an RFID card to their Account. The method of linking the card to the Account is described in the instructions available on the Website.

5. A link will be sent to the email address provided during the registration process. The customer must click the link no later than 24 hours after registration. Clicking on the link serves to verify the correctness of the address provided and is one of the required steps for the activation of the Customer Account.
6. Customer's account becomes active when all of the following conditions are met:
  - 6.1 all data required for registration are provided in the Customer's Account,
  - 6.2 the Customer has clicked the verification link,
  - 6.3 the Customer has paid the Initial Fee,
  - 6.4 a minimum balance is kept,
  - 6.5 in the case of minors, after providing the consent of a parent or legal guardian.
7. Customer accounts containing incorrect personal information and with no payment made be automatically deleted from the ChR database.

## **VII. Booking**

1. The User may book up to 5 Bikes at a time.
2. Booking can be made through the Mobile Application and via the Website.
3. Booking is voluntary. The Booked Bike waits for the User for a maximum of 15 minutes after which the Booking is cancelled automatically. After the Booking cancellation, the Bike is available for other Users.
4. The amount of the Booking fees is specified in Appendix 1 to the Terms of Use. A fee is charged for each Booking whether or not the Rental occurs for each Bike booked.

## **VIII. Rental.**

1. Renting the Bike is possible after fulfilling the requirements specified in Section VI(6).
2. The following ways of renting the ChR bikes are available:
  - 2.1 via Mobile Application,
  - 2.2 by holding the RFID card previously linked to the Account close to the Bike reader,
  - 2.3 by contacting the ChR Customer Service Centre,
  - 2.4 via the Website.
3. The Bike may be rented at any ChR Station or outside of a ChR Station.
4. It is the Customer's responsibility to make sure, before riding, that the Bike is fit for use, in particular that the tires of the Bike are inflated, that the brakes and lights are in working order.
5. In the case of discovering any defect of the Bike during rental, the Customer is obliged to report the problem immediately to the ChR Customer Service Centre or via the Mobile Application or the Website and if possible return the Bike to the nearest Station.
6. If an accident or collision occurs during the rental of the Bike, the Customer is obliged to write an accident statement or call the police to the scene. Moreover, in case of the occurrence of the above-

mentioned event, the Customer is obliged to inform the ChR Customer Service Centre about the above-mentioned event within maximum 24 hours from the moment of its occurrence.

7. The rented Bike may be used within the Area of Usage. During the rental period, the User may go outside the Area of Usage, but must return before the end of the rental and return it to the Area of Usage, otherwise the User will be charged a fee in accordance with Appendix 1.

#### **IX. Rental Time.**

1. The rental time starts when the User unlocks the Bike according to Section VIII(2) and opens the O-lock. It ends when the Bike is returned in accordance with Section XI(3) of the Terms of Use, i.e. when the O-lock is closed. Using the Parking function is not understood as the Return of the Bike and is counted as the Rental Time.
2. The customer must return the Bike without exceeding the maximum rental time of 12 hours.
3. Exceeding the maximum Rental Time will result in fees being charged in accordance with Appendix 1.
4. The Operator reserves the right to prior contact with the Customer in case of doubts about the condition of the Bike (e.g. unusual location of the Bike).

#### **X. Parking.**

1. The Operator allows parking the Bike during the Rental. The use of the Parking feature is not equivalent to a Return of a Bike.
2. The Parking feature is only available on the Mobile Application. After selecting it, you must manually close the O-lock.
3. The duration of the Parking is included in the Rental Time.
4. A bike with an active Parking feature should be left in a manner that does not impede traffic or create a hazard to other road users.

#### **XI. Return.**

1. Return of the ChR Bike is possible in the Area of Usage (subject to Section VII(7)) in one of the following ways:
  - 1.1 regular Return – the Return of the Bike at a ChR Station, after the Bike has been Rented from the Station,
  - 1.2 Return rewarded with a bonus – the Return of a Bike at a ChR Station, after an off-station Rental,
  - 1.3 paid Return – Return of the Bike outside of the ChR Station, but within the Area of Usage.

The bonus amounts and the fee for Return method as specified in Section XI(1.2) and XI(1.3) are set forth in Appendix 1.

2. It is not permitted to return the Bike in restricted access or closed sites under penalty of an additional fee in accordance with Appendix 1. Restricted access sites are locations that are not accessible to the public 24 hours a day, e.g. closed parking lots, gated communities, private properties or building interiors.
3. The Customer returns the Bike by closing the O-lock. The Bike should be restrained so that the front wheel of the Bike is in a straight line with the frame of the Bike and the Bike stands firm. The Bike must be parked according to Terms of Use without impeding bike, road or pedestrian traffic.
4. It is the customer's responsibility to properly return and secure the bike. Failure to comply may result in:

- 4.1 charging fees for using the Bike according to the price list, and in case of a rental exceeding the maximum rental time, charging an additional fee according to Appendix 1 to the Terms of Use.
- 4.2 charging a fee for the loss, theft or damage to the Bike in accordance with Appendix 1 to these Terms of Use (depending on the type of Bike),
- 4.3 charging a fee for leaving a Bike (regardless of its type) in a restricted access site according to Appendix 1 to the Terms of Use,
- 4.4 a fee will be charged for abandoning the Bike (regardless of type) outside the Area of Usage in accordance with Appendix 1 to the Terms of Use.

Fees add up.

5. Fees specified in Section XI (4.2) 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. Repairs and breakdowns.**

1. All malfunctions should be reported by phone to the ChR Customer Service Centre or on the Mobile Application or via the Website as soon as the malfunction is noticed. In the case of any malfunction that prevents further riding, the Customer is obliged to stop and notify the ChR Customer Service Centre by phone and, if possible, take the Bike to the nearest Bike Station.
2. It is forbidden to make any repairs, modifications or exchanges on one's own in the rented Bike. The only entity authorized to do so is the ChR Service Team.
3. We recommend that the Customer be able to contact the ChR Customer Service Centre throughout the duration of Bike Rental.

## **XIII. Blocking of User Accounts.**

1. The Operator reserves the right to temporarily or permanently block the Customer Account in the CHR System, in case of non-compliance with the terms of use of ChR Bikes contained in these Terms of Use.
2. In particular, the Account may be blocked if the Customer:
  - 2.1 uses the Bike in a manner inconsistent with its intended use,
  - 2.2 leaves the Bike unsecured, i.e. moves away from the Bike, leaving it accessible for use by third parties, e.g. by leaving the O-lock open.
3. The Account may also be blocked if the Bike goes missing after the Customer has rented it.
4. Permanent blocking of the Customer Account prevents the creation of another Account in the future and is tantamount to termination of the Agreement with the Customer due to their fault.

## **XIV. Complaints.**

1. A complaint is an expression of dissatisfaction by the Customer with a service or a process related to the provided service.
2. Complaints should contain at least the following data: name, surname, telephone number, allowing to identify the Customer. In the absence of data allowing for identification of the Customer, the Operator will leave the complaint without consideration.
3. The Customer may submit complaints regarding the services provided under the Terms of Use:
  - 3.1 electronically to the e-mail address given in Section I(3),
  - 3.2 electronically via the contact form on the Website,
  - 3.3 via the Mobile Application,
  - 3.4 by telephone,

3.5 by registered mail to the postal address of the Operator as provided in Section I(3),  
3.6 in person at the Operator's headquarters.

4. If the data or information provided in the complaint requires supplementation, the Operator will ask the complainant to supplement it within the specified scope before considering the complaint. Before considering the complaint, the Operator may also request the Customer to complete the data in the Account required by the provisions of the Rules within a specified period. If the data are not completed, the Operator will leave the complaint without consideration.
5. The recommended time limit for filing a claim is 7 days from the date of the event giving rise to the claim.
6. Filing a complaint does not relieve the Customer from the obligation to timely fulfil its obligations to the Operator.
7. The Operator considers the complaint within 14 days from the date of its receipt, and in particularly complex cases, within 30 days. If a complaint needs to be supplemented, the time limit for processing the complaint starts from the date of delivery of supplementary documents or additional explanations/information to the Operator. If it is not possible to meet the deadline for the complaint handling, the Operator shall inform the Customer about the delay, indicating the reason for the delay (circumstances that must be determined) and the expected date of the complaint handling.
8. A response to the complaint will be sent to the Customer by email or postal mail to the mailing address as indicated in the complaint. The Operator may send a reply to another address / e-mail address indicated for correspondence by the Customer submitting the complaint.
9. The Customer has the right to appeal against the Operator's decision. The appeal will be reviewed within 14 days of receipt at the ChR Customer Service Centre. The appeal should be submitted in one of the following ways:
  - 9.1 electronically to the e-mail address given in Section I(3),
  - 9.2 electronically via the contact form on the Website,
  - 9.3 by registered mail to the postal address of the Operator as provided in Section I(3),
  - 9.4 in person at the Operator's headquarters.
10. The customer can:
  - 10.1 appeal against the Operator's decision directly to the ChR Customer Service Centre within 14 days from the date of receiving the response to the complaint,
  - 10.2 file a lawsuit against the Operator to the competent common court according to the seat of the Operator.

## **XV. Termination of the Agreement.**

### **1. Withdrawal from the Agreement.**

- 1.1 The Customer may withdraw from the Agreement concluded with the Operator – on the basis of the law – without giving any reason, within 14 days from the date of its conclusion. The term is considered to have been observed if the Customer sends a statement of withdrawal from the Agreement to the Operator before its expiry.
- 1.2 The Customer may withdraw from the Agreement by:

- 1.2.1 Sending a statement of withdrawal from the Agreement to the Operator at the e-mail address specified in Section I(3). A sample document can be found at the link (<https://nextbike.pl/app/uploads/2022/03/Wzor-oswiadczenia-o-odstapieniu-od-umowy-Nextbike.docx>).

- 1.2.2 Sending to the Operator by registered mail to the postal address specified in Section I(3) a written statement of withdrawal from the Agreement. For this purpose, the Customer may use the form of withdrawal from the Agreement contained in Appendix 2 to the Act on Consumer Rights (Journal of Laws of 2019, item 134 as amended), but it is not mandatory.
  - 1.3 In the event of withdrawal from the Agreement, the Agreement shall be deemed not to have been entered into. In the event of withdrawal from the Agreement, each Party must return to the other Party everything it has received under the Agreement. Reimbursement shall be made no later than 14 days from the date of receipt by the Operator of the notice of withdrawal from the Agreement. Reimbursement is made using the same means of payment that were used by the Customer in the original transaction, unless in the statement of withdrawal the Customer agreed to a different solution. An alternative solution shall be indicated by the Customer in the statement submitted.
  - 1.4 If, at the request of the Customer, the performance of the service begins before the end of the period for withdrawal from the Agreement, the User is obliged to pay for the services performed until the withdrawal from the Agreement. Any remaining funds shall be returned no later than within 14 days from the date of consideration by the Operator of the statement of withdrawal from the Agreement.
2. Termination of the Agreement at the Customer's request.
  - 2.1 The Customer has the right to terminate the Agreement. The Customer may give notice of termination as follows:
    - 2.1.1 electronically to the e-mail address given in Section I(3),
    - 2.1.2 electronically via the contact form on the Website,
    - 2.1.3 by registered mail to the postal address of the Operator as provided in Section I(3),
    - 2.1.4 in person at the Operator's headquarters.
  - 2.2 The Agreement shall be terminated immediately, no later than within 14 days from the date of delivery of the notice to the Operator. Termination of the Agreement results in liquidation of the Customer's Account in the ChR System by the Operator.
  - 2.3 Before submitting the termination notice, the Customer is obliged to top up the funds on their Customer Account to the balance of 0 PLN. Termination of the Agreement in a situation where the balance on the Customer's account is negative does not affect the right of the Operator to claim the amount equal to the unpaid by the Customer for services provided by the Operator.
  - 2.4 If the funds in the Customer's Account exceed PLN 0 on the day of termination of the Agreement, they shall be returned to the bank account indicated by the Customer in the notice, unless the Customer agreed to a different solution in the termination of the Agreement. An alternative solution shall be indicated by the Customer in the statement submitted. Reimbursement will be made within a maximum of 14 days of termination of the Agreement. If reimbursement involves additional costs on the part of the Operator in the form of transfer costs (for example, in the case of foreign transfers, with currency conversion, etc.), these costs will be deducted from the Customer's refundable funds.
3. The Operator may terminate the Agreement at seven (7) days' notice for an important reason, which may include, in particular, liquidation of the ChR System or discontinuance or change in the scope of the ChR System.
4. Termination of the Agreement for provision of services by electronic means by the Operator takes place by sending a statement of termination of the Agreement for provision of services by electronic

means to the e-mail address of the User indicated in the User Account or by submitting a statement to the User in any other way.

## XVI. Final provisions.

1. Acceptance of these Terms of Use and renting a Bike are tantamount to: a statement about the state of health allowing safe riding of the bike; the ability to ride a bike; the possession of legally required qualifications and knowledge of road traffic Terms of Use.
2. The Operator reserves the right to terminate the Agreement at 14 days' notice if the Customer violates the provisions of these Terms of Use (e.g. failure to return the Bike within the required period of time), and the Customer is entitled to claims against the Operator for reimbursement of funds from the Customer Account, if they have not previously been used by the Operator to cover the Client's due liabilities.
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:
  - 3.1 change of legal regulations or their interpretation justifying the need for changes in the Terms of Service,
  - 3.2 change in the service, including in the scope or manner of its provision,
  - 3.3 introduction of a new service,
  - 3.4 discontinuation of provision of services entirely or partly,
  - 3.5 reasons related to privacy protection, safety and prevention of abuses,
  - 3.6 removal of potential doubts or interpretation ambiguities,
  - 3.7 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. To any matters not settled herein, the provisions of applicable laws, in particular the Civil Code and the Traffic Law Act, shall apply.
6. In case of discrepancies between the Polish and foreign language versions of these Terms of Use, the Terms of Use shall be construed on the basis of the Polish version.

## Appendix 1 Price List and Additional Fees Table

Type of fees		Gross value		
Bike rental and booking fees.	Renting		Booking	
	Time	Price	Time	Price
	0 – 60 minutes	PLN 1.50	0 – 15 minutes	PLN 1
	61 – 90 minutes	PLN 1.50		
	91 – 120 minutes	PLN 1.50		
	121 – 150 minutes	PLN 1.50		

	151 – 180 minutes	PLN 1.50		
	181 – 210 minutes	PLN 1.50		
	211 – 240 minutes	PLN 1.50		
	241 – 270 minutes	PLN 1.50		
	271 – 300 minutes	PLN 1.50		
	301 – 720 minutes	PLN 0.00		

### Additional fees

Initial fee	PLN 10
Fee for exceeding 12 hours of rental	PLN 150
Bonus for bringing the Bike to the CHR Station (Return awarded with a bonus)	PLN 5
Leaving the Bike outside the ChR Station in the Area of Usage (paid Return)	PLN 10
Charge for theft, loss or total destruction of:*	
Standard bike	PLN 3,660
Standard Bike with child seat	PLN 4,460
Tandem Bike	PLN 9,595
Cargo Bike	PLN 10,050
Riding a Bike by more people than allowed by the Operator for the type of Bike	PLN 100
Abandonment of a Bike (regardless of type)	PLN 300
Leaving a Bike (regardless of type) in a restricted access site	PLN 600
Removal of applied safeguards	PLN 200
Unauthorized ride	PLN 100
Carrying of bikes by car and other means of transport belonging to private persons and by public transport if the Terms and Conditions of Carriage do not allow this (train, bus, etc.)	PLN 50
Commercial use of a Bike	PLN 200

Additional fees add up.

\* in case of partial damage to a bike, the additional fee is determined individually on the basis of an estimate prepared by the Operator

### Appendix 2 Rules for the use of Standard Bike with child seat.

1. The maximum load for the Bike equipped with a child seat must not exceed 114 kg.

2. The use of the Bike equipped with a child seat is only possible under supervision of the child's legal guardian who has an account in the ChR System. The legal guardian is required to properly secure the child in the child safety seat in accordance with the instructions for use placed on the seat.
3. In case of doubt as to the proper way to secure a child in a child safety seat, the System User should contact the ChR Customer Service Centre by telephone.
4. Bikes equipped with a child seat are designed to carry children weighing between 9 kg and 22 kg who are able to sit unassisted for an extended period of time, at least as long as the intended Bike trip.
5. Before placing your child in the seat, make sure that the seat, the attachment mechanism to the Bike and the restraints designed to keep your child safe while riding are not damaged, worn or loose and are securely fastened to the Bike. It is also advisable to check the temperature of the seat (whether its surface too hot, e.g. due to direct sunlight). In the case of any irregularities, and in particular in the case of a defective seat or faulty assembly of the seat to the Bike, the User of the ChR System must notify the Operator of the above through the ChR Customer Service Centre, while the use of the seat is prohibited.
6. The legal guardian takes full responsibility for the child while renting a Bike equipped with a child seat.
7. The child transported in the seat should wear an appropriate safety helmet, adjusted to the size of the child's head and properly fastened (not included in the Bike equipment). It is also advisable to protect the child from possible adverse weather conditions such as rain or excessive sunlight through appropriate clothing.
8. The child should be positioned in the seat for optimum comfort and safety during the ride, using items that restrict the child's movement in the seat. It is recommended that the back rest be tilted slightly backwards.
9. It is your responsibility to make sure that the child you are transporting is secured in a way that prevents the child from falling out during the ride. If an accident occurs due to reasons of improper use of the restraint mechanism, the Customer shall bear the resulting liability.
10. Before starting a ride, make sure that:
  - 10.1 it is not possible for any part of the child's body, clothing or safety features to come into contact with a moving part of the seat or Bike,
  - 10.2 the additional load on the Bike does not adversely affect the Bike's manoeuvrability or balance necessary to safely ride the Bike;
  - 10.3 the weight and dimensions of the child do not exceed the maximum load for the seat (this should also be checked while riding).
11. It is forbidden to make any modifications to the seat or to attach additional luggage to the seat with the child. Use extreme caution when riding the Bike with a child in a child seat, remembering that the Bike may behave differently with respect to balance, steering and braking. In particular, you must adjust your speed to the limitations of traveling with an extra loaded Bike.
12. During the use of the Bike you should verify on an ongoing basis that the rack with the installed child seat functions properly and that the child carried does not in any way obscure the reflectors placed on the rack/seat.
13. You should also take special care not to leave the Bike parked with a child in a child seat unattended.
14. Renting and returning the Bike with a child seat is possible at any Station or outside the Station.