

**Terms of Service  
of the Otwocki Rower Miejski hereinafter referred to as ORM**

Valid from 23 March 2026

**I. General Provisions**

1. The hereby Terms of Service shall specify the principles and conditions of using the Otwocki Rower Miejski System (hereinafter: ORM), launched and operating within the administrative borders of the city of Otwock.
2. Terms of Service of ORM as well as the Privacy Policy are available free of charge on the internet website [www.otwockirower.pl](http://www.otwockirower.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 office of Nextbike Polska S.A., with its registered seat in Warsaw, which is the ORM Operator.
3. Contact:  
Nextbike Polska S.A.  
ul. Staniewicka 5  
03-310 Warszawa  
e-mail: [bok@otwockirower.pl](mailto:bok@otwockirower.pl)  
tel.: 22 123 06 49
4. Nextbike Systems are compatible, that is, setting up an account in one of the systems enables the use of bike rental stations in other cities, unless the terms of service of a given system indicate otherwise. Current list of cities in which Nextbike systems are active may be found under the following address <https://nextbike.pl/o-nextbike/>

**II. Definitions**

1. **Mobile Application** – a mobile application enabling the use of ORM. 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 the ORM System is a condition for its download and use.
2. **Account Blockade** – a preventive measure consisting of preventing the use of ORM, which may be applied by the Operator in case of breaching by the Client of provisions of the hereby Rules and Regulations, in particular in case of a breach which constitutes a damage to ORM system elements.
3. **ORM Customer Service Office/BOK ORM** – a service launched by the Operator ensuring contact with the Operator through:
  - a. Infoline available 24/7 at the following number: 22 123 06 49
  - b. electronic post under the address: [bok@otwockirower.pl](mailto:bok@otwockirower.pl)
  - c. Mobile Application.

Information on the functioning of BOK can be found on the website: [www.otwockirower.pl](http://www.otwockirower.pl)

4. **O-lock blockade** – means of securing Bikes in the form of a frame integrated with “O” clamp 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 through 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 Vouchers are used in the first order, prior to the means paid in by the Client.

6. **Price List and Table of Additional Fees** – price list of services and fees within the ORM system constituting an integral part of the Agreement. Price List and Table of Additional Fees constitutes Appendix no. 1 to the hereby Terms of Service and is available on the internet website as well as within the 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 Parking is calculated into the Duration of Rental.
8. **GPS** – a device mounted on the Bike, serving the function of monitoring the Bike's location and positioning.
9. **Client Identifier** – an individual number assigned to each Client, corresponding to the number of the mobile phone indicated during registration. Details on registration and Client IDs have been specified in Chapter VI. Registration.
10. **Client/ User** – any natural person, participant of the ORM System who has accepted the Terms of Service and carried out registration in the ORM System as well as concluded Agreement with the Operator.
11. **Client Account/Account** – personal Client Account created during registration for the purposes of using ORM System as well as charging fees in line with Appendix no. 1 to the Terms of Service.
12. **Top up amount** – a payment submitted towards Rentals onto Client Account. The initial payment should be submitted in the amount of 20 PLN as a minimum; 10 PLN of Initial Fee (non-refundable) and 10 PLN for maintenance of the Minimum Account balance (to be used for the rides).
13. **Minimum Account balance** – minimum balance which a Client ought to have in order to be entitled to a Bike Rental.
14. **Non-authorized ride** – use of any ORM Bike without bike rental registered on the Client Account.
15. **Operator** – company Nextbike Polska S.A. realizing the service of ORM 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** – an amount paid by Clients upon registering in the ORM System. The level of initial fee has been defined in Appendix no. 1. Initial fee is a one-off and non-refundable payment.
17. **Privacy Policy** – a separate document to the document of the Terms of Service, which specifies the conditions for the processing of Client personal data by the Operator. The Privacy Policy is available at <https://otwockirower.pl/polityka-prywatnosci/>
18. **Explanatory proceeding** – a set of legal and factual 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** – a function enabling parking of the Bike without having to return it. Parking is available from the level of the Mobile Application.
20. **Terms of Service** – the hereby Regulations defining the principles and conditions of using the ORM System and, in particular, the scope of rights and obligations and the responsibility of persons who avail of the possibility of renting Bikes in the ORM 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. **Standard Bike** – basic type of Bike made available within the ORM 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 200 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 ridding person. It is equipped in a basket with capacity of 15 litres.
23. **ORM Service** – actions performed by the Operator in relation to the exploitation, repairs and maintenance of the ORM System.
24. **ORM Station** – a place of Rental and Return of Bikes by Clients, marked with the ORM symbol, equipped in the Terminal and Bike stands, where the Bikes are parked (returned) by means of O-lock Blockades. Information about the locations of ORM stations may be found on the internet website as well as in the Mobile Application.
25. **Compatible Station** – ought to be understood as a place of Rental and Return of Bikes, located within the borders of compatible cities and municipalities specified on the website <https://nextbike.pl/kompatybilne-mazowieckie-systemy-rowerowe>. The station is equipped in bike stands where Bikes are returned by means of the O-lock blockade.
26. **Area of Usage** - administrative borders of the city of Otwock. The Operator expanded the Area of Usage to encompass the administrative borders of cities and municipalities specified on the website <https://nextbike.pl/kompatybilne-mazowieckie-systemy-rowerowe> as well as allowing the possibility of moving between them.
27. **Non-Authorized Zone** – places/areas not constituting ORM Stations or Compatible Stations in which the Client may travel by means of ORM 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. Non-Authorized Zone specified by the ORM Operator is available on the ORM website, Nextbike Mobile Application and at BOK ORM.
28. **Website** – internet website launched by the Operator [www.otwockirower.pl](http://www.otwockirower.pl), which contains all necessary data for the commencement and subsequent use of the ORM system.
29. **ORM System /ORM** – a 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.
30. **ORM Terminal / Terminal** – a device designated, among others, for: registering Clients in the ORM System, Rental and Return of Bikes, conduct of payments by means of payment cards.
31. **Agreement** – an agreement concluded 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 ORM system and subject to submission by the Client of declaration of acceptance of the hereby Terms of Service. Personal Data Controller shall be Nextbike Polska S.A.
32. **Bike Rental/ Rental** – unblocking of the Bike by means of Client Identifier or via another method as specified in Chapter VII, clause 2 for the purpose of conducting a ride. The process of rental is specified in detail in Chapter VII of the Terms of Service.
33. **Bike Return/Return** – returning the Bike to a ORM Station or Compatible Station through locking of the Bike's O-lock Blockade. The process of Return is specified in Section X of the Terms of Service. Use of the Parking function is not understood as Bike Return.

### III. General principles of using the ORM System.

1. The condition for the use of the ORM 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 ORM 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 ORM 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 the Account by a minor is submitted to the Operator:
  - a. in the form of a scanned letter via electronic means to the address: [bok@otwockirower.pl](mailto:bok@otwockirower.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 ORM by the minor,
- g. first name and surname of the minor,
- h. date of birth of the minor,
- i. handwritten signature or eligible electronic signature of the parent/legal guardian (in the case specified in Chapter III. clause 2.a),
- j. date and place of granting the consent.

Sample consent may be found 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 the ORM 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 the ORM System and bears responsibility for its proper functioning.
2. The Operator shall not bear the 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, nor for any other damages for which the Client is responsible. The above provision shall not affect, in the scope of agreements concluded with Clients, 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 Blockades have been specified in Chapter 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 and Table of Additional Fees in the ORM 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.
8. Bikes are the supplementation of urban means of transport. It is not permitted to use ORM 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. It is forbidden for more than one person to ride the Bike simultaneously.
9. The use of ORM 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 ORM Bikes by car and by other transport means which are owned by private persons under the pain of calculating a fee in accordance with Appendix no. 1. The Operator reserves the right to remove inadequate protections applied by the Client.
11. The use of any protection which is not a standard ORM System element in order to immobilize the 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.
12. The Client is responsible for the Bike he or she rents from the moment of Rental to the moment of Return.
13. In case of lack of return of the 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/BOK 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 shall be responsible for any potential theft or damage. In case of difficulties with returning the Bike, the Client is obliged to contact BOK ORM.

## **V. Payments.**

1. Fees within the ORM System are calculated according to the rates specified in Appendix no. 1 Pricelist and Table of Additional Fees, available on the website, within the ORM Mobile Application and at BOK. The basis for calculating the fee for the use of the Bike is the Duration of Rental.
2. Payments for services and products offered within the ORM system may be conducted through:
  - a. the use of payment cards,
  - b. online payments available after logging in onto the website and in the Mobile Application as well as after logging to 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 ORM 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 via electronic means 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 10 within 7 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 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 the ORM 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 the ORM 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 the ORM 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 concerning: 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 ORM System is prior registration of the Client in the System and payment of the Initial Fee.
2. Registration can be done through:
  - a. Website,
  - b. Mobile application,
  - c. Terminal,
  - d. telephone contact with BOK ORM.
3. During the registration process in line with Chapter VI Clause 2.a, 2.b and 2.c the following personal data must be entered:
  - 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,
  - f. optionally – payment card number in case of payments with credit card with the possibility of charging it,

One must furthermore confirm the fact of having read and accepted the ORM Terms of Service and the Operator's Privacy Policy.

4. During registration, indication of the following personal data is required:
  - a. mobile phone number,
  - b. first name and surname,
  - c. Email address,
  - d. optionally – payment card number in case of making payments with a 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 ORM and the Privacy Policy of the Operator.

The Client must provide the remaining data at latest 24 hours from the moment of registration. In case of lack of supplementing data in the indicated term, the Account will be blocked. Unblocking the Account will occur upon indicating correct and full data.

5. After successful registration, the Client receives an automatically generated PIN code which, along with the telephone number, serves the purpose of logging in to Client Account. Log in data are sent by SMS to the indicated telephone number.
6. A link will be sent to the email address indicated during the process of registering. The Client is obliged to click on the link within 24 hours from the moment 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.
7. Client Account obtains the status of an active account post fulfilment of all of the 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,
  - d. The minimum account balance is maintained,
  - e. In case of minors, after the delivery of parent or legal guardian consent.
8. Client Accounts that contain incorrect personal data with 0 PLN balance may be automatically removed from the ORM system base.

## **VII. Rental.**

1. Bike Rental is possible after fulfilment of the requirements specified in Chapter VI. clause 6.
2. ORM Bikes may be rented by means of:
  - a. Mobile Application,
  - b. Terminal,
  - c. telephone contact with BOK ORM.
3. Rentals of Bikes are possible at any ORM and at any Compatible 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, any defects in the Bike, the Client is obliged to immediately report the issue to BOK ORM or via Mobile Application and, if possible, return the Bike to the nearest ORM Station or Compatible Station.
6. In case when during rental of the 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 BOK ORM of this fact no later than within 24 hours post the event.
7. The Rented Bike may be used within the Area of Usage. In the course of Rental, the User may cycle beyond the Area of Usage, however, they are obliged to return to it prior to completing Rental and

return the Bike to a PRM Station or Compatible 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 Chapter VII clause 2. of the Terms and Conditions. It is completed upon Bike Return, in accordance with Chapter X clause 1 of the Terms of Service.
2. The Client is obliged to return the Bike within the maximum Duration of Rental, that is within 12 hours. Exceeding the maximum Duration of Rental causes additional charging of fees in accordance with Appendix no. 1.

### **IX. Parking.**

1. The Operator allows the possibility of parking Bikes during Rentals through the function of Parking. The use of Parking function is not 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 within the Duration of Rental.

### **X. Return.**

1. Bike Return is possible at the ORM Station or Compatible Station.
2. The Client returns the Bike at a ORM Station or Compatible Station through locking of the O-lock blockade. The Bike must be parked in line with traffic regulations, not hindering the bike, road or pedestrian traffic. Bike Return at a location other than ORM Station or Compatible Station involves calculation of additional fee in accordance with Appendix no. 1.
3. In the event of any difficulties with the ORM Bike Return, the Client is obliged to contact BOK, while remaining by the Bike.
4. 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 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. 1 of the Terms of Service,
  - b. calculation of contractual penalty for loss, theft or damage of the Bike in accordance with Appendix no. 1 to the Terms of Service (depending on the type of Bike),
  - c. charging the fee for abandoning the Bike (regardless of its type) outside of a ORM Station or Compatible Station, but within the Area of Usage 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 Area of Usage, in accordance with Appendix No. 1 to the Terms of Service.

Fees sum up.

5. Fees specified in Chapter X clause 4.b may be decreased, as appropriate, at the request of the User should the 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 BOK ORM 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 BOK ORM by phone and, if possible, escort the Bike to the nearest ORM Station or Compatible 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 ORM Service.

3. We recommend that the Client should be able to contact BOK ORM at all times during the Bike rental period.

## **XII. Blockade of User Accounts.**

1. The Operator reserves the right to temporarily block Client Account in the ORM System in case of non-compliance with the conditions of Bike use 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 in the course of its Rental.
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.

## **XII. Complaints**

1. Complaints are Users' expressions of dissatisfaction with the System or with the course of process related to the provided service.
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 the 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 clause 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 address of the Operator, specified in Chapter I clause 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 the 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 BOK ORM. The appeal ought to be submitted in one of the following manners:
  - a. via electronic means to the email address indicated in Chapter I clause 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 clause 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 BOK ORM 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.

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

1. Withdrawal from Agreement:
  - a. The Client may withdraw from the Agreement concluded with the Operator – pursuant to the provisions of law, without stating the cause, 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:
    - i. via an email address of the Operator indicated in Chapter I clause 3 of a written statement on withdrawal from Agreement. Sample document may be found at (<https://nextbike.pl/app/uploads/2022/03/Wzor-oswiadczenia-o-odstapieniu-od-umowy-Nextbike.docx>).
    - ii. sending via registered letter to the address of the Operator, specified in Chapter I clause 3 of a written statement on withdrawal from Agreement. For this purpose, the Client may use the withdrawal form contained in Annex no. 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 shall be 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 the 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 clause 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 clause 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 ORM 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 reimbursement of funds shall occur 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 ORM System or ceasing of operations or change of the scope of ORM 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.

#### **XIV. Transitional provisions – concerning exclusively Accounts created before 28.08.2019**

- 1. Pursuant to the introduction of changes in Chapter II clause 17 in the Terms of Service valid from 28.08.2019, the Initial Fee shall not be calculated as part of fees applicable post exceeding the free Duration of Rental.
- 2. Subject to clause 3 below, should the Initial Fee on 01.06.2023 be lower than 10 PLN on Client Accounts formed before 28.08.2019, the Clients are obliged to pay a surcharge of funds up to 10 PLN on or before 31.1.-2026.
- 3. In case of failing to make the surcharge to the Initial Fee in accordance with the above provisions, the Operator reserves the possibility of Blocking the Account in line with Chapter XI of the Terms of Service.

#### **XV. Final provisions**

- 1. The acceptance of the hereby Terms of Service and Rental of the Bike indicates: a declaration of the health state which ensures safe movement on the Bike; ability to ride a Bike; possession of permissions required by the 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. non-return of the 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 changes in the Terms of Service, the User may terminate the Agreement effective immediately by submitting the statement of termination no later than within 14 days from the date of being notified 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, 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

Type of fee		Gross value
Payment for rental	<b>Time range</b>	
	from 1 to 20 minutes	no fees
	from 21 to 60 minutes	PLN 1
	from 61 to 120 minutes	PLN 3
	from 121 to 180 minutes	PLN 5
	each subsequent commenced hour	PLN 7
Fee for exceeding the 12-hour limit of rental		PLN 200
Fee for theft, loss or damage of:		
Standard Bike		PLN 3900
Children Bike		PLN 3000

Fees sum up

### Additional fees

Initial fee	PLN 10
Ride on the Bike by a greater than allowable number of persons for a given type of Bike	PLN 200
Abandoning the Bike (regardless of its type) outside the Area of Usage	PLN 15
Abandoning the Bike (regardless of its type) outside of the Station but in the Area of Usage	PLN 50
Removal of applied protections	PLN 200
Non-authorized ride	PLN 100
Transporting the Bike by car or by other transport means owned by private persons	PLN 50

Additional fees sum up.

