

**Terms of Service**  
**of the Włocławski Rower Miejski hereinafter referred to as WŁOWER**

valid from 23.03.2026

**I. General Provisions**

1. The hereby Terms of Service shall specify the principles and conditions of using the Włocławski Rower Miejski (hereinafter: WŁOWER), launched and operating within the administrative borders of the city of Włocławek.
2. The Terms of Service of WŁOWER as well as the Privacy Policy are available free of charge on the internet website [www.wlower.pl](http://www.wlower.pl) in such a way so as to enable familiarising with the content, obtaining, reproducing and recording it. These documents may be obtained at the office of Nextbike Polska S.A., with its registered seat in Warsaw, which is the WŁOWER Operator as well as in the office of „BAZA” Sp. z o.o. with its registered seat in Włocławek acting as the Operator of WŁOWER.
3. Contact:  
  
Nextbike Polska S.A.  
ul. Staniewicka 5  
03-310 Warszawa  
e-mail: [bok@wlower.pl](mailto:bok@wlower.pl)  
tel.: 22 123 05 57
4. The WŁOWER system is compatible with other systems of the Supplier of the Nextbike Polska S.A. system with its seat in Warsaw, thus, setting up an account in one of the systems enables the use of bike rental stations in other cities, unless the terms of service of a given system indicate otherwise. The current list of cities in which Nextbike systems are active may be found under the following address [www.nextbike.pl/o-nextbike](http://www.nextbike.pl/o-nextbike).

**II. Definitions**

1. **Mobile Application** – a mobile application enabling the use of WŁOWER. 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 WŁOWER System is a condition for its download and use.
2. **Account Blockade** – a preventive measure consisting of preventing the use of WŁOWER, which may be applied by the Operator or the Supplier 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 WŁOWER system elements.
3. **WŁOWER Customer Service Office/BOK WŁOWER** - a service launched by the Supplier ensuring contact with the Operator through:
  - a. infoline available 24/7 at the following number: 22 123 05 57,
  - b. electronic post under the address [bok@wlower.pl](mailto:bok@wlower.pl)
  - c. Mobile Application.

Information regarding the functioning of BOK are available on the internet website [www.wlower.pl](http://www.wlower.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 the Parking function. O-lock blockade is mounted on the rear wheel and it remains open through the ride. It constitutes a compulsory accessory of every Bike.
5. **Promotional Voucher/Bonus** – a voucher offered by the Supplier or the Operator which enables topping up Client Account. The voucher amount and its designation is established by the Supplier or

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. The Voucher is valid until 31 December of the year in which it was granted. After this term, the unspent means on the Voucher shall be removed from Client Account.

6. **Price List and Additional Fees Table** – price list of services and fees charged by WŁOWER, constituting an integral part of the Agreement. The 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** – device mounted on the Bike, serving the function of monitoring of 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 WŁOWER System who has accepted the Terms of Service and carried out registration in the WŁOWER System through which he or she concluded Agreement with the Operator.
11. **Client Account/Account** – personal Client Account created during registration for the purposes of using the WŁOWER System as well as charging fees in line with Appendix no. 1 to the Terms of Service.
12. **Minimum Account Balance** – minimum balance which a Client ought to have in order to be entitled to a Bike Rental.
13. **Non-authorized ride** – use of any WŁOWER Bike without bike rental registered on Client Account.
14. **Operator** – BAZA” Sp. z o.o., address: ul. Ptasia 2a, 87-800 Włocławek tel. 54/ 232-62-76, NIP: 8880001437, KRS 0000050342, REGON 005889231.
15. **Supplier** – company Nextbike Polska S.A. realizing the service of WŁOWER 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** – WŁOWER System registration fee amount paid by Clients upon registration at WŁOWER. The level of initial fee has been defined in Appendix no. 1.
17. **Privacy Policy** – a separate document to the document of Terms of Service, which specifies the conditions for the processing of Client personal data by the Operator. The Privacy Policy is available at <https://wlower.pl/polityka-prywatnosci/>.
18. **Explanatory proceeding** – a set of actions legally and factually undertaken by the Supplier or 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 WŁOWER 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 WŁOWER System.

21. **Reservation** – a function dedicated to Non-standard Bikes thanks to which the Client may book a non-standard bike online. Details concerning the Reservation function have been specified in Chapter VII. of the Terms of Service.
  22. **Standard Bike** – basic type of Bike made available within the WŁOWER System. This type of Bike is designated for use by one person who completed the age of 13 and is between 150 and 195 cm tall. The Bike is equipped in wheels with rims measuring 26 inches and its load capacity amounts up to 120 kg of the sole ridding person. The Bike is equipped in a basket with capacity of 15 litres.
  23. **Non-standard Bike** – another type of Bike, different to the standard one, i.e. cargo bike.
  24. **Cargo Bike** – Bike with a load bed equipped in foldable benches for the carriage of children and safety belts. The maximum payload amounts to 100 kg.
  25. **WŁOWER Service** – actions performed by the Operator in relation to the exploitation, repairs and maintenance of the WŁOWER System.
  26. **WŁOWER Station** – a place of Rental and Return of Bikes by Clients, marked with the WŁOWER symbol and equipped in a Totem. Bikes are parked (returned) by means of O-lock Blockades. Information about locations of the WŁOWER Stations may be found on the internet website as well as in the Mobile Application.
  27. **Area of Usage** – administrative borders of the city of Włocławek. The exact area of system functioning may be found on the Website or in the Mobile Application.
  28. **Website** – internet website: [www.wlower.pl](http://www.wlower.pl), launched by the Operator, which contains all necessary data for the commencement and subsequent use of WŁOWER.
  29. **WŁOWER System/System** – a system of Bike Rental stations launched by the Supplier which includes, in particular, Bikes, technical infrastructure, software and devices which enable Rental, Parking and Return of Bikes.
  30. **Information Totem/Totem** – WŁOWER station element containing information necessary to commence and use the WŁOWER System.
  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 WŁOWER system and subject to submission by the Client of the declaration of acceptance of the hereby Terms of Service. Personal Data Controller shall be “BAZA” sp. z o.o.
  32. **Bike Rental/ Rental** – unblocking of the Bike by means of the Client Identifier or via another method as specified in Chapter VIII, point 2 for the purpose of conducting a ride. The process of rental is specified in detail in Chapter VIII of the Terms of Service.
  33. **Bike Return/Return** – returning the Bike to the WŁOWER Station or outside of it through locking of the Bike's O-lock Blockade. In case of non-standard bikes, the Bike must be returned in the seat of the Ordering Party from Monday and Friday between 8:30 am and 5:00pm. The process of Return is specified in Chapter XI of the Terms of Service. The use of Parking function is not understood as Bike Return.
- III. General principles of using the WŁOWER System.**
1. The condition for use of the WŁOWER System is the submission by the Client of: of personal data required upon registration, 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 WŁOWER 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 0 PLN (in words: zero 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 WŁOWER System subject to the consent of their Parent or Legal Guardian. Such a 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 the consent of at least one of the parents or legal guardians for the use of the account by a minor is submitted to the Supplier:

- a. in the form of a scanned letter via electronic means to the address [bok@wlower.pl](mailto:bok@wlower.pl),
- b. via registered letter sent to the address of the Supplier,
- c. submitted in person at the headquarters of the Supplier,

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 WŁOWER 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. point 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 1 bike simultaneously.
4. The use of the Rented Bikes is permitted within the Area of Usage.
5. The use of the WŁOWER 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 Supplier and the Operator realizes services related to the maintenance of the WŁOWER System and bears responsibility for its proper functioning.
2. The Supplier and 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 User 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 undertakes to abide by the conditions set forth in the Terms of Service, in particular, to make the agreed payment and to use the Bike in line with the principles specified in the hereby Terms of Service.
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 Supplier and the Operator shall be entitled to block the Client Account. Detailed conditions related to Account Blockades have been specified in Chapter XIII of the hereby Terms of Service.
5. The User shall be obliged to protect the log in data against unauthorized access of third parties under the pain of being charged for the costs of use of the service by parties who have obtained the log in data at 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 WŁOWER 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 a supplementation of urban means of transport. It is not permitted to use WŁOWER 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 element. It is forbidden for more than one person to ride the Bike simultaneously.
  9. The use of WŁOWER Bikes by persons under the influence of alcohol or other narcotic substances, psychotropic substances or equivalents in the meaning of the 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 WŁOWER 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 ban does not concern public transport provided that the Terms of Service of that transport allow such possibility.
  11. The use of any protection which is not a standard WŁOWER 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 the Bike 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 the 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 Bike during Rental, the Client is obliged to notify BOK WŁOWER immediately after noticing the event.
  16. In case of improper Bike Return out of the Client's fault, the Client bears the costs of its further Rental and is responsible for any potential theft or damage. In case of difficulties with returning the Bike, the Client is obliged to contact BOK WŁOWER.
- V. Payments.**
1. Fees within the WŁOWER System are calculated according to the rates specified in Appendix no. 1 Pricelist and Table of Additional Fees, available on the website, within the WŁOWER Mobile Application and at BOK. The basis for calculating the fee for the use of the Bike is the Duration of Rental.
  2. Payment for services and products offered within the WŁOWER system may be conducted through:
    - a. the use of payment cards,
    - b. Online payments available after logging onto the website or the Mobilie Application in the Client Account,
    - c. the payment printout realized at the post office or bank, generated by the payment operator. The printout is available after logging to Client Account on the website,

- d. authorizing the WŁOWER System Supplier to charge the credit card, debit card of the Client with all payable fees, including the amounts due in relation to each prolonged rental, damage-related fees, theft or misplacement of the Bike/Bikes.
3. Information on payment cards is processed by an external service provider and is not stored or available to the Supplier and 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: wlower@spolkabaza.pl 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 the balance equal to PLN 10 within 7 working days. In case of failure to settle overdue payments, the Supplier 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 Supplier 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 Supplier reserves the right to pass the information on overdue amounts to entities indicated by appropriate provisions of law. The Client acknowledges that WŁOWER Supplier or 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 WŁOWER Supplier and Operator reserve the right to entrust the pursuit of receivables from the Client with a debt-recovery company.
8. Reimbursement of payments made for Rentals may be performed post termination of the Agreement. During the term of the Agreement with WŁOWER Operator, no payments for Rentals (Top-up amount) cannot 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 WŁOWER System is prior registration of the Client in the System and payment of the Initial Fee.
2. Registration can be realized through:
  - a. Website,
  - b. Mobile application,
3. During the registration process in line with Chapter VI points 2.a and 2.b 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. E-mail address,
  - e. PESEL number,

The Client must indicate that he has read and accepted the Terms of Service of the WŁOWER System and familiarized with the Privacy Policy of the Operator.

4. After indication of personal data 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 a text message to the indicated telephone number.
5. A link will be sent to the email addressed provided in the course of the registration process. Clicking on the link serves the purpose of verifying the correctness of this email address and constitutes one of the elements which must be fulfilled in order to enable activation of the Client Account. The verification link is active for 24 hours from the moment of obtaining the email message. After the expiry of the above-specified term, verification of data will be possible solely through obtaining a new verification link through the Mobile Application.
6. 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.
7. Client Accounts that contain incorrect personal data and with respect to which no top-up payment has been made may be automatically removed from the WŁOWER system base.

## **VII. Reservation**

1. The Client may book a Non-standard Bike in advance, however, not exceeding the period of 24 hours, from Monday to Friday between 8:30 am and 5:00 pm.
2. Reservations may be conducted through telephone enquiry with an indication of the time and date of collection and the planned time and date of return, whilst not exceeding the maximum Duration of Rental.
3. Reservations are subject to a fee. The reservation fee for the Bike is non-refundable and it is determined in Appendix no. 1.
4. The Bike will await its collection at the seat of the Operator between 8:30 am and 5:00 pm from Monday to Friday up to 15 minutes from the time of collection indicated in the Reservation. After the expiry of this timeframe, the Reservation is automatically cancelled and the Bike becomes available to other Clients. Cancellation of the Reservation is not subject to the cancellation of the reservation fee for the Bike.
5. Non-standard Bike return occurs in the seat of the Operator during the same hours as the collection, that is, between 8:30 am and 5:00 pm from Monday to Friday.

## **VIII. Rental.**

1. Bike Rental is possible after fulfilment of the requirements specified in Chapter VI. point 6.
2. WŁOWER Bikes may be rented by means of:
  - a. Mobile Application,
  - b. telephone contact with BOK WŁOWER.
3. Rentals of Standard Bikes are possible at any WŁOWER Station.
4. Rentals of Non-standard Bikes are possible solely subject to prior Reservation in the seat of the Operator. The process of Reservation has been described in Chapter VII of the Terms of Service.
5. It is the Client's obligation to ensure, prior to commencing the ride, that the Bike is fit for the designated use, in particular, that the tyres of the bike are inflated and the brakes are in order as well as the lights operate.

6. In case of noting during Bike Rental any defects in the Bike, the Client is obliged to immediately report the issue to BOK WŁOWER or via Mobile Application and, if possible, return the Bike to the nearest WŁOWER Station.
7. 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 WŁOWER of this fact no later than within 24 hours post the event.
8. The Rented Bike may be used within the Area of Usage. In the course of Rental, the User may cycle beyond the functional area of the Area of Usage, however, he or she is obliged to return to it prior to completing Rental and return the Bike in the Area of Usage, otherwise the User will be charged with a fee as per Appendix no. 1.

#### **IX. Duration of Rental**

1. Duration of Rental of the Bike commences at the time of Bike release, in accordance with Chapter VII point 2. of the Terms of Service. It is completed upon Bike Return, in accordance with Chapter XI point 1 2 of the Terms of Service.
2. The Client is obliged to return the Standard Bike within the maximum Duration of Rental, that is, within 12 hours. In case of Non-standard Bikes the maximum duration of rental amounts to 72 hours. Exceeding the maximum Duration of Rental causes additional charging of fees in accordance with Appendix no. 1.

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

1. The Client has the possibility of parking the Bike during Rental through the function of Parking. The use of the Parking function is equivalent to Bike Return.
2. The 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 into the Duration of Rental.

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

1. The Standard Bike Return is possible in the Area of Usage in one of the below ways:
  - a) Standard Return – Standard Bike Return at a WŁOWER Station post Rental from a WŁOWER Station,
  - b) Premium Return – Standard Bike Return at a WŁOWER Station after Rental from outside the WŁOWER Station,
  - c) Paid Return – Standard Bike Return outside a WŁOWER Station but within the Area of Usage.
2. Non-standard Bike Returns are possible solely in the seat of the Operator from 8:30 am till 5:00 pm from Monday to Friday. Bike returns in other locations shall result in calculating an additional fee.
3. Bonus for the Premium Return (as specified in Chapter XI, point 1 b) will be calculated if another Client who returned the same Standard Bike outside a WŁOWER Station delivers it to a WŁOWER Station. Means from the Premium Return are non-refundable and used for further rentals in the first order prior to the funds paid by the Client.
4. The Client returns the Bike at a WŁOWER Station through closing of the Bike O-lock Blockade. The Bike must be parked in line with traffic regulations so as not to hinder bike, road or pedestrian traffic.
5. In the event of any difficulties with the WŁOWER Bike Return, the Client is obliged to contact BOK, while remaining by the Bike.
6. 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 the fee for returning the Non-standard Bike outside the Operator's seat,
- c. calculation of contractual penalty for loss, theft or damage of the Bike in accordance with Appendix no. 1 to the Terms of Service,
- d. charging the fee for Bike Return in a hardly-accessible place (hardly-accessible places are understood as, for instance, closed parking lots by shopping centres, closed residential estates, private premises and other hardly-accessible locations, i.e. dense bushes, ducts, garages and closed premises, roofs etc.) in line with Appendix no. 1 to the Terms of Service.
- e. charging the fee for the Bike Return outside the Area of Usage in line with Appendix no. 1 to the Terms of Service.
- f. charging the fee for abandoning the rented Bike without protection in line with Appendix no. 1 to the Terms of Service.

Fees sum up.

7. The fee, as specified in Chapter XI point 5.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.

## **XII. Failures and repairs**

1. Any failures should be reported by phone to BOK WŁOWER or in the Mobile Application immediately after the failure is noticed. In case of any failure preventing further ride, the Client is obliged to stop and notify BOK WŁOWER by phone and, if possible, escort the Bike to the nearest WŁOWER 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 WŁOWER Service.
3. We recommend that the Client should be able to contact BOK WŁOWER at all times during the Bike rental period.

## **XIII. Blockade of User Accounts.**

1. The Supplier or the Operator reserves the right to temporarily block Client's account in the WŁOWER 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. has 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.

## **XIV. Complaints**

1. Complaints are Users' expressions of dissatisfaction with the service or with the course of the process related to the provided service.
2. Complaints ought to contain at least such data as: first name, surname, telephone number, allowing for Client identification. In case of lack of data that would enable identification of the Client, the Supplier will leave such a complaint unattended.
3. All complaints concerning the services provided on the basis of the Terms of Service may be submitted:
  - a. via electronic means to the email address indicated in Chapter I point 3.
  - b. via electronic means through the contact form available on the website,
  - c. through Mobile Application,
  - d. via telephone,

- e. via registered letter to the address of the Supplier, specified in Chapter I point 3
  - f. in person at the premises of the Supplier.
4. If data contained within the complaint require supplementation, the Supplier requests that the complaining person supplements the complaint within the indicated scope prior to reviewing the complaint. Prior to considering complaints, the Supplier 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 supplementation the Supplier will leave such a complaint 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 Supplier.
  7. The Supplier 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 Supplier which supplement the complaint or which provide additional explanations/information. In case of inability to meet the deadline for the review of a complaint, the Supplier will inform the Client of any delays, indicating the cause of a delay (circumstances which must be established) and the expected term for the review of the complaint.
  8. Response to the complaint shall be posted to the Client via electronic post or via traditional post to the correspondence address in a manner specified in the complaint. The Supplier 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 Supplier. The appeal will be considered within 14 days of its receipt by BOK WŁOWER. The appeal ought to be submitted in one of the following manners:
    - a. via electronic means to the email address indicated in Chapter I point 3.
    - b. via electronic means through the contact form available on the website,
    - c. via registered letter to the address of the Supplier, specified in Chapter I point 3.
    - d. in person in the premises of the Supplier.
  10. The Client may:
    - a. refer the appeal against the Supplier's decision directly to BOK WŁOWER within 14 days from the date of receipt of the response to the complaint,
    - b. launch court actions against the Operator before the relevant general court.

## **XV. Termination of Agreement**

### **1. Withdrawal from Agreement:**

- a. The Client may withdraw from the Agreement concluded with the Operator – pursuant to the provisions of law, without giving any reason, within 14 days from the date of its conclusion. The deadline shall be deemed met if, before its expiry, the Client sends a statement of withdrawal from the Agreement to the Supplier.
- b. The Client may withdraw from the Agreement:
  - i. via sending an email to the address of the Supplier indicated in Chapter I point 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 point 3 of a written statement on withdrawal from Agreement. For this purpose, the Client may use the withdrawal form contained in Appendix no. 2 to the Act of 30 May 2014 on Consumer Rights (Journal of Laws 2024, item 1796), however, this is not obligatory.
  - c. In case of withdrawal from the Agreement, it 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 Supplier of the declaration regarding withdrawal from the Agreement. Payment reimbursement is performed by means of the same methods of payment which were used by the Client in the course of initial transaction unless the Client indicates another solution within the declaration of withdrawal from Agreement. Other solutions ought to be indicated by the Client within the submitted declaration.
  - d. Should, pursuant to the demand of the Client, the execution of service commence prior to the expiry of the term of withdrawal from Agreement, the User is obliged to pay for the services fulfilled until the moment of withdrawal from Agreement. The reimbursement of means remaining on the account occurs no later than within 14 days from the day of receipt by the Supplier of the declaration regarding withdrawal from the Agreement.
- 2. Termination of the Agreement upon application of the Client**
  - a. The Client has the right to terminate the Agreement. Termination may be submitted by the Client in the following manner:
    - i. via electronic means to the email address indicated in Chapter I point 3.
    - ii. via electronic means through the contact form available on the website,
    - iii. via registered letter to the address of the Supplier, specified in Chapter I point 3.
    - iv. in person in the premises of the Supplier.
  - b. Termination of the Agreement takes effect immediately, within 14 days from the date of receipt of the termination by the Supplier. Liquidation by the Supplier of Client Account within the WŁOWER 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 Supplier'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 the Agreement termination. 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 Supplier 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 WŁOWER System or ceasing of operations or change of the scope of WŁOWER System operations.**
- 4. Termination of Agreement for the provision of services via electronic means by the Supplier 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.**

**XVI. Final provisions**

1. The acceptance of the hereby Terms of Service and Rental of the Bike is equivalent to: 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 regulations.
2. The Operator reserves the right to terminate the Agreement subject to a notice period 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 the Bike in 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 Supplier or 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 the 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 or the Supplier's data.

Modifications shall 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, in each case the version of the Terms of Service valid at the moment of ordering the service is binding.
5. For all matters unresolved in the hereby Terms of Service the binding legal provisions shall apply, in particular, the provisions of the Civil Code and of 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**

<b>Pricelist for Standard Bikes</b>		<b>Gross value</b>
<b>Rental fee</b>	<b>Duration of rental</b>	
	from 1 to 20 minutes	0.25 PLN
	from 21 to 720 minutes	0.03 PLN per minute
Fee for exceeding the 12-hour limit of rental		200 PLN
Fee for theft, loss or damage of the Standard Bike		4 600 PLN

<b>Pricelist for Cargo Bikes (cargo)</b>		
<b>Rental fee</b>	<b>Duration of rental:</b>	<b>Gross value</b>
	from 1. to 4. hours	2.50 PLN/h
	from 5. to 24. hours	No fee
	25. and each subsequent commenced hour	2.50 PLN/h
Fee for exceeding 72 hours of rental		500 PLN
Fee for theft, loss or damage to the Cargo type of Bike (cargo)		11 531 PLN

Fees sum up

**Additional fees**

Initial fee	PLN 10
Bonus for bringing the Bike to the WŁOWER Station (Premium Return)	PLN 4
Leaving the Bike outside a Station within the Area of Usage (Paid Return)	PLN 5
Bike Return in a hardly-accessible place	PLN 600
Bike Return outside of the Area of Usage	PLN 450
Leaving the rented Bike without securing it	PLN 300
Non-standard Bike return outside the Operator's seat	PLN 350
Fee for Non-standard Bike Reservation	PLN 10
Ride on the rented Bike by a greater than allowable number of persons for a given type of Bike	PLN 200
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