

**Terms of Service  
of Wolsztyński Rower Miejski hereinafter referred to as WRM**

**I. General Provisions**

1. The hereby Terms of Service shall specify the principles and conditions of using Wolsztyński Rower Miejski also referred to as WRM (hereinafter: WRM), launched and operating within the administrative borders of the Wolsztyn Municipality.
2. Terms of Service of WRM as well as the Privacy Policy are available free of charge on the internet website <https://rower.wolsztyn.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 WRM Operator as well as in the seat of the Municipality.
3. Contact:  
Nextbike Polska S.A.  
ul. Przasnyska 6b  
01 – 756 Warszawa  
e-mail: [bok@rower.wolsztyn.pl](mailto:bok@rower.wolsztyn.pl)  
tel.: 61 635 05 55
4. The WRM system is compatible with other systems of the system supplier, company Nextbike Polska S.A. with its seat in Warsaw, that is, setting up an Account in one of the systems enables the use of bike rentals in other cities, unless the Terms of Service of a given system state otherwise. The condition for use of bike rental stations in other cities is the acceptance of the Terms of Service of other systems. The current list of cities in which Nextbike systems are in place may be found under the following address <https://nextbike.pl/o-nextbike/>

**II. Definitions**

1. **Mobile Application** – mobile application enabling the use of WRM. The use of Mobile Application is possible on smartphone type of devices with an adequate, valid Android or iOS system which facilitates the download of Mobile Application from the 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 WRM System constitutes a condition for its download and use.
2. **Account Blockade** – preventive measure consisting of preventing the use of WRM which may be applied by the Operator in case of breaching by the Client of provisions of the hereby Terms of Service, in particular, in case of a breach which constitutes a damage to the property of the Municipality.
3. **WRM Customer Service Office/BOK WRM** - service launched by the Operator ensuring contact with the Operator through:
  - a. hotline available 24/7 at the following number: 61 635 05 55
  - b. electronic post under the address: [bok@rower.wolsztyn.pl](mailto:bok@rower.wolsztyn.pl)
  - c. Mobile Application.

Information on the functioning of BOK can be found on the website: <https://rower.wolsztyn.pl/>

4. **O-lock blockade** – means of securing Bikes in the form of an “O” clamp integrated with the frame the closing of which enables completion of Rental. Furthermore, the blockade also secures the Bike at the time of using Standstill function. The O-lock blockade remains open during Bike rides. It comprises a compulsory accessory of every Bike.
5. **Promotional Voucher/Bonus** – voucher offered by the Operator which enables topping up Client Account. The Voucher amount and its designation is established by the Operator, and it is non-refundable. 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 and table of fees in the WRM System constituting an integral part of the Agreement. Fees for using WRM are regulated in the price list and table of additional fees established by the Mayor of Wolsztyn by way of an order.
7. **Duration of Rental** – time counted from the moment of Rental (unlocking) of the Bike to the moment of Bike Return through closing of its O-lock Blockade. Whilst it is assumed that Standstill is calculated into the Duration of Rental.
8. **Municipality** – Municipality of Wolsztyn with its seat at ul. Rynek 1, 64-200 Wolsztyn NIP 9231658141, REGON 970-770-706, with which the Client concludes the Agreement.
9. **GPS** – device mounted on the Bike, serving the function of monitoring the Bike's location and positioning.
10. **Client Identifier** – individual number assigned to each Client, corresponding to the number of the mobile phone indicated during registration. Any proximity RFID card may serve as an identifier. Details on registration and Client IDs have been specified in Chapter VI. Registration.
11. **Client/ User** – any natural person, participant of the WRM System who has accepted the Terms of Service and who has carried out registration in the WRM System through which they have concluded an Agreement with the Municipality represented by the Operator.
12. **Client Account/Account** – personal Client Account created during registration for the purposes of using WRM System as well as charging fees in line with the Pricelist and Table of Additional Fees. Client may link compatible cards and mobile devices with his or her WRM account, in accordance with RFID standard, facilitating the process of Bike Rental.
13. **Top up amount** – payment submitted towards Rentals onto Client Account.
14. **Minimum Account balance** – minimum balance which the Client ought to have in order to be entitled to Bike Rentals.
15. **Operator** – company Nextbike Polska S.A., providing the service to WRM, with its registered seat at ul. Przasnyska 6b, 01- 756 Warszawa, entered into the Register of Entrepreneurs of the National Court Register, maintained by the District Court for the city of Warsaw in Warsaw, XIV Economic Department of the National Court Register under the following numbers: KRS 0000646950, REGON 021336152, NIP 8951981007
16. **Initial fee** – amount paid by Clients upon registering in WRM System. Amount of Initial Fee shall be specified in the Pricelist and Table of Additional Fees Initial Fee shall be paid towards fees specified in the Pricelist and Table of Additional Fees.
17. **Privacy Policy** – document specifying conditions for the processing of personal data of the Client by the Municipality. Privacy Policy is available under the link <https://rower.wolsztyn.pl/polityka-prywatnosci/>.
18. **Explanatory proceeding** – legal and factual actions undertaken by the Operator acting on behalf of the Municipality, 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 Municipality.
19. **Standstill** – function enabling parking of Bikes without having to return them. Standstill is available at the level of the Mobile Application.
20. **Terms of Service** – the hereby Terms of Service defining the principles and conditions of using WRM System and, in particular, the scope of rights and obligations and the responsibility of persons who avail of the possibility of renting bikes in WRM System.
21. **Standard Bike** – basic type of bike made available within the WRM System by the Operator. Bikes of this type are designated for use by one person who completed the age of 13 and is between 150 and 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 riding person. It is equipped in a basket with capacity of 10 litres.
22. **Three-wheeled Bike** - bike designated for one person with a disability.
23. **WRM Service** – actions performed by the Operator in relation to the exploitation, repairs and maintenance of the WRM System.

24. **WRM Station** – place of Rental and Return of Bikes by Clients, marked with WRM symbol, equipped in a totem and bike stands, whilst the Bikes are parked (returned) by means of O-lock Blockades. Information about locations of WRM stations may be found on the internet website as well as in the Mobile Application.
25. **User Zone** – administrative borders of the Wolsztyn Municipality.
26. **Website** – internet website launched by the Operator <https://rower.wolsztyn.pl/> which contains all necessary data for the commencement and subsequent use of the WRM system.
27. **WRM System /WRM** – system of Bike Rental stations launched by the Operator which includes, in particular, Bikes, technical infrastructure, software and devices which enable Rental, Standstill and Return of Bikes.
28. **Information totem/Totem** – element of WRM station containing information necessary for the commencement and use of WRM.
29. **Agreement** – Agreement between the Client and the Municipality on behalf of which acts the Operator, which establishes mutual rights and obligations specified in the hereby Terms of Service. It is considered that the Agreement containing the provisions of the hereby Terms of Service shall be automatically concluded at the time of Registration of the Client within the WRM system, subject to submission by the Client of declaration of acceptance of Terms of Service, indication upon registering of personal data and making of Initial Fee. The Mayor of Wolsztyn is the Personal Data Controller.
30. **Bike Rental/ Rental** – unblocking of the Bike by means of Client Identifier or via another method as specified in Clause VII.2 in order to commence a ride. Rental process is specified in detail in Clause VII. of the Terms of Service.
31. **Bike Return/Return** – returning the Bike at WRM Station or outside of it through locking of the Bike's O-lock Blockade. The process of Bike Return is specified in Clause X of the Terms of Service. Use of the Standstill function is not understood as Bike Return.

### III. General principles of using WRM System.

1. The condition for the use of WRM System is submission by the Client: 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 WRM is, furthermore, maintenance of the minimum top up level on Client Account during the time of each rental, in the amount of no less than 10 PLN (in words: ten zloty).
2. Persons who are above 13 years of age but did not complete 18 years of age (further referred to as Minors) may avail of WRM System subject to the consent of their Parent or Legal Guardian. Such parent or legal guardian bears responsibility on account of any potential damages which may occur, in particular in relation to the non-execution or incorrect execution of the Agreement and they undertake to cover ongoing commitments specified in the Pricelist and Table of Additional Fees. It is required that consent of at least one of the parents or legal guardians for the use of Account by a minor is submitted to the Operator:
  - a. in the form of a scanned letter via electronic means to the address: [bok@rower.wolsztyn.pl](mailto:bok@rower.wolsztyn.pl),
  - b. via registered letter sent to the address of the Operator,
  - c. submitted in person in the seat of the Operator,

The consent should include:

- a. telephone number of the minor to which the Account is assigned,
- b. first name and surname of the parent or legal guardian,
- c. consent for the use of WRM System by the minor,
- d. first name and surname of the minor,
- e. date of birth of the minor,
- f. handwritten signature or eligible electronic signature of the parent/legal guardian (in the case specified in Clause III.2.a).
- g. date and place of granting the consent.

Sample consent is available on the following website: <https://rower.wolsztyn.pl/>

3. The Client may rent up to 2 Bikes simultaneously.
4. In the course of rental, the User may cycle beyond the functional area of User Zone, however, he or she is obliged to return to it prior to completing Rental and return it to a WRM Station, otherwise the User will be charged with a fee as per the Pricelist and Table of Additional Fees.
5. The use of bikes via WRM System may take place solely for non-commercial reasons.
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 ensures maintenance of WRM System and bears responsibility for its proper functioning.
2. The Operator shall not bear responsibility for any direct or consequential damages as well as lost benefits caused as a result of improper performance of the Agreement by the Client, or for any other damages for which the Client is responsible. The above provision shall not affect, in the scope of agreements concluded with Clients, of Art. 473 of the Civil Code.
3. The Client is responsible for the use of the Bike in accordance with its designation and in line with the provisions of the Terms of Service as well as the applicable law.
4. The Client is responsible for the use of the Bike in accordance with its designation and in line with the provisions of the Terms of Service as well as the applicable law. In the event of non-compliance with the conditions contained within the Terms of Service, the Operator shall be entitled to block the Client Account. Detailed conditions related to such blocking have been specified in Clause XII of the hereby Terms of Service.
5. The User shall be obliged to protect the log in data against unauthorized access of third parties under the pain of being charged for the costs of use of the WRM 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 the Pricelist and Table of Additional Fees in the WRM System.
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 WRM Bikes for mountain trips, jumps, stunts. Racing and using the Bike in order to pull or push anything is forbidden. Carrying luggage is allowed solely by means of a bike carrier 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 WRM Bikes by persons under the influence of alcohol or other narcotic substances, psychotropic substances or equivalents in the meaning of provisions on counteracting drug addictions; strong anti-allergic drugs, other medicines which by definition are forbidden or recommend not to be applied for drivers of any vehicles, is forbidden.
10. It is forbidden to transport WRM Bikes by car and by other transport means which are owned by private persons under the pain of calculating a fee in accordance with the Pricelist and Table of Additional Fees. The Operator reserves the right to remove inadequate protections applied by the Client.
11. The use of any protection which is not a standard WRM System element in order to immobilize a bike is forbidden. The Operator reserves the right to remove inadequate protections applied by the Client. All costs of restoring Bikes to the state enabling realisation of further rentals shall be borne by the Client.
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 Bike equivalent value in accordance with the Pricelist and Table of Additional Fees 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 WRM 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 WRM.
17. Transport of WRM Bikes by means of vehicles and other means of transport owned by private persons, excluding public means of transport, is forbidden.

## **V. Payments.**

1. Fees within the WRM System are calculated according to the rates specified in the Pricelist and Table of Additional Fees, available on the website, within the Mobile Application and at BOK WRM. The basis for calculating the fee for the use of a Bike is the Duration of Rental.
2. Payments within the WRM 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 WRM System Operator to charge one's credit or debit card with all calculated fees, including also the amounts payable in relation to each delayed return, fees on account of damages, theft or loss of Bike/Bikes.
3. Information concerning payment cards are processed by an external service provider and are not stored or available to the Municipality and the Operator.
4. All payments are transferred to the account of the Operator who acts on behalf and for the benefit of the Municipality.
5. At Client request, the Operator shall provide the Client with a VAT invoice. For this purpose, the Client shall contact the Operator by e-mail to the e-mail address of the Operator in order to indicate the data necessary to issue a VAT invoice.
6. If the charged fees exceed the funds available, the Client is obliged to top up his/her Account at least to a balance equal to PLN 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 the payment on account of the realized Agreement, which results in the blocking of Account until the time of payment of receivables. The Operator shall be entitled to charge statutory interest on any delays in payments of amounts due from the date of their maturity until the factual day of performing payments in the full amount.
7. In case if the Client remains in arrears with payments towards the Operator, the Operator reserves the right to pass the information on overdue amounts to entities indicated by appropriate provisions of law. The Client acknowledges that WRM Operator is entitled to transfer the overdue receivables towards the Client, stemming from the Agreement concluded with him, onto third parties, which will entitle these third parties to pursue the said receivables from the Client. The Operator realizes services related to the maintenance of WRM System and bears responsibility for its proper functioning.
8. Reimbursement of the top-up amount may be conducted post termination of the Agreement. During the term of the hereby Agreement no payments for Rentals (initial fee and 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 Customer. Details of the amount, validity period and the reason for awarding a Promotional Voucher are set out in the current promotional terms and conditions available on the Website.

## **VI. Registration.**

1. A necessary condition for using the WRM System is prior registration of the Client in the System and payment of the Initial Fees.
2. Registration can be done through:
  - a. Website,
  - b. Mobile application,
  - c. telephone contact with BOK WRM.
3. During the registration process, according to Clause VI.2.a, VI.2.b and VI.2.c the following personal data is required:
  - a. mobile phone number,
  - b. first name and surname,
  - c. contact address, which is city, street including flat/house number, postal code, country,
  - d. Email address,
  - e. PESEL number,
  - f. optionally – payment card number in case of payment with credit card with the possibility of charging it,

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

4. 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 text message to the indicated telephone number.

In order to facilitate the process of logging into the Account and Bike Rental, a Client has a possibility of synchronizing a RFID card with his or her Account. The method of connecting a card with an Account is described in the instruction available on the internet website, within the Mobile Application and in CC WRM.

5. 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.
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 with 0 PLN balance may be automatically removed from the WRM system base.

## **VII. Rental.**

1. Bike Rental is possible after fulfilment of the requirements specified in Clause VI.6.
2. WRM Bikes may be rented by means of:
  - a. Mobile Application,

- b. connecting RFID card assigned to the Account to a Standard Bike or Three-wheeled Bike reader,
  - c. telephone contact with BOK WRM.
3. Rentals of Bikes are possible at any WRM 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, in the course of Bike Rental, any defects in the Bike, the Client is obliged to immediately report the problem to BOK WRM or through the Mobile Application and, if possible, return the Bike to the nearest Station.
6. In case when during rental of a Bike an accident or collision occurs, the Client is obliged to write a statement or call the Police to the site. Furthermore, in case of occurrence of the above event the Client is obliged to inform BOK WRM of this fact no later than within 24 hours post the event.
7. The Rented Bike may be used within the User Zone; however, the User is obliged to return it to WRM Station, otherwise he or she will be charged with a fee in accordance with the Pricelist and Table of Additional Fees.
8. In case of a greater number of persons riding a Bike than the number specified in the Terms of Service, the Operator reserves the possibility of charging an additional fee in accordance with the Pricelist and the Table of Additional Fees.

#### **VIII. Duration of Rental**

1. Duration of Rental of the Bike commences at the time of Bike release, in accordance with Clause VII.2 of the Terms of Service. It is completed upon Bike Return, in accordance with Clause X.1 of the Terms of Service.
2. The Client is obliged to return the Bike within the maximum Duration of Rental, which is within 12 hours. ~~Exceeding the maximum Rental Time shall cause calculation of fees equivalent to theft, loss or damage of a Bike (regardless of the type of bike) in accordance with the Pricelist and the Table of Additional Fees.<sup>1</sup>~~

#### **IX. Standstill.**

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

#### **X. Return.**

1. Bike Return is possible at WRM Station.
2. The Client conducts Bike Return through locking of the Bike O-lock Blockade. The Bike must be parked in line with traffic regulations, not hindering bike, road or pedestrian traffic. Bike Return in a place other than WRM Station shall lead to charging an additional fee in accordance with the Pricelist and Table of Additional Fees.
3. In the event of any difficulties with the WRM 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 Bike in accordance with the Pricelist, and in case of rental exceeding the maximum Rental Duration, calculation of an additional fee in accordance with the Pricelist and Table of Additional Fees,

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<sup>1</sup> Based on the decision of the Voivodeship Administrative Court in Poznań of 9 March 2023, the provisions are invalid, file number IV SA/Po 83/23.

- b. calculation of fee for loss, theft or damage of Bike in accordance with the Pricelist and Table of Additional Fees (depending on the type of Bike),
- c. charging the fee for abandoning the Bike (regardless of its type) outside WRM Station but in the User Zone, in accordance with the Pricelist and Table of Additional Fees,
- d. charging the fee for abandoning the Bike (regardless of its type) outside the User Zone, in accordance with the Pricelist and Table of Additional Fees.

~~Fees sum up.~~<sup>2</sup>

#### **XI. Failures and repairs**

1. Any failures should be reported by phone to BOK WRM 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 WRM by phone and, if possible, escort the Bike to the nearest WRM Station.
2. Self-repairs, modifications or replacements of any parts within the rented Bike are forbidden. The only authorized entity to perform these actions is WRM Service.
3. We recommend that the Client should be able to contact BOK WRM at all times during the Bike rental period.

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

1. The Operator reserves the right to temporarily block Client's account in the WRM system in case of non-compliance with the conditions of bike use at WRM, specified in the hereby Terms of Service.
2. In particular, the account blockade may occur, when the Client:
  - a. failed to provide personal data specified in Clause 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 Client's expression of dissatisfaction with the System or with the course of process related to the use of WRM System.
2. Complaints ought to contain at least such data as: first name, surname, address, telephone number, allowing for Client identification. In case of lack of data that would enable identification of a Client, the Operator will leave such submission unattended.
3. All complaints concerning the services provided by WRM System covered by the Terms of Service may be submitted by the Client:
  - a. via electronic means to the email address indicated in Clause I.3,
  - b. via electronic means through the contact form available on the website,
  - c. through Mobile Application,
  - d. via telephone,
  - e. via registered letter to the postal address of the Operator indicated in Clause I.3,
  - f. in person at the premises of the Operator.
4. If data contained within the complaint require supplementation, the Operator requests that the complaining person supplements the complaint within the indicated scope prior to reviewing the complaint. Prior to considering complaints, the Operator may also turn to the Client with a request to supplement, at a designated time, data on the Account, indication of which is required by the provisions of the Terms of Service. In case of lack of data the Operator will leave such submission unattended.
5. The recommended term for submission of complaints amounts to 7 days from the date of occurrence of the event which constitutes the cause of a given complaint.

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<sup>2</sup> Based on the decision of the Voivodeship Administrative Court in Poznań of 9 March 2023, the provisions are invalid, file number IV SA/Po 83/23.

6. Submitting a complaint does not release the Client from the obligation of a timely realization of the obligations towards the Operator.
7. The Operator shall process a complaint within 7 days from the date of obtaining it and in case of matters of more complicated nature, this period may take up to 30 days. In case of the necessity to supplement the complaint the term for reviewing the complaint commences on the day of receipt of documents by the Operator which supplement the complaint, or which provide additional explanations/information. In case of an inability to meet the deadline for the review of a complaint, the Operator will inform the Client of any delays, indicating the cause of a delay (circumstances which must be established) and an expected term for the review of the complaint.
8. Response to a complaint shall be posted to the Client via electronic post or traditional post to the correspondence address in a manner specified in the complaint. The Operator may post a response to an alternative address / email address indicated by the Client submitting the complaint within the correspondence.
9. The Client may appeal against a decision issued by the Operator. The appeal will be considered within 14 days of its receipt by BOK WRM. The appeal ought to be submitted in one of the following manners:
  - a. via electronic means to the email address indicated in Clause I.3,
  - b. via electronic means through the contact form available on the website,
  - c. via registered letter to the address of the Operator indicated in Clause I.3,
  - d. in person at the premises of the Operator.
10. The Client may:
  - a. refer the appeal against the Operator's decision directly to BOK WRM 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 Municipality pursuant to the provisions of law, without giving any reason, within 14 days from the date of its conclusion. The deadline shall be deemed met if, before its expiry, the Client sends a statement of withdrawal from the Agreement to the Operator.
  - b. The Client may withdraw from the Agreement by:
    - i. sending the Operator a statement of withdrawal from the Agreement to the e-mail address specified in Clause I.3. Sample document is available on the following website: <https://rower.wolsztyn.pl/>
    - ii. sending a written statement on withdrawal from the Agreement to the Operator by registered mail to the postal address specified in Clause I.3. For this purpose, the Client may use the withdrawal form contained in Annex 2 to the Act of 30 May 2014 on Consumer Rights (Journal of Laws 2019, item 134 as amended), however, this is not obligatory.
  - c. In case of withdrawal from the Agreement, the Agreement is treated as non-concluded. In case of withdrawal from the Agreement each party is obliged to return to the other party all the items it obtained on the basis of the Agreement. The return of services occurs no later than within 14 days from the day of receipt by the Operator of the declaration regarding withdrawal from the Agreement. Payment reimbursement is performed by means of the same methods of payment which were used by the Client in the course of initial transaction, unless the Client indicates another solution within the declaration of withdrawal from Agreement. Other solutions ought to be indicated by the Client within the submitted declaration.
  - d. Should, pursuant to the demand of the Client, the execution of service commence prior to the expiry of the term of withdrawal from Agreement, the User is obliged to pay for the services fulfilled until the moment of withdrawal from Agreement. The reimbursement of means

remaining on the account occurs no later than within 14 days from the day of receipt by the Operator of the declaration regarding withdrawal from the Agreement.

2. Termination of the Agreement upon application of the Client
  - a. The Client has the right to terminate the Agreement. Termination may be submitted by the Client in the following manner:
    - i. via electronic means to the email address indicated in Clause I.3,
    - ii. via electronic means through the contact form available on the website,
    - iii. via registered letter to the address of the Operator indicated in Clause I.3,
    - iv. in person at the premises of the Operator.
  - b. The termination of Agreement takes effect immediately, within 14 days from the date of receipt of the termination by the Operator. Liquidation by the Operator of Client Account within the WRM System shall be the result of Agreement termination.
  - c. Prior to terminating the Agreement the Client is obliged to top up the means on the Client Account to reach the balance of 0 PLN. Termination of Agreement in a situation where Client Account balance is negative shall remain without effect on the Operator's right to pursue the amount equal to the unsettled liabilities of the Client for the Operator's provision of services.
  - d. If the funds on Client Account exceed 0 PLN on the day of Agreement termination they will be reimbursed to the bank account indicated by the Client in the application form unless the Client consented to an alternative solution within Termination of Agreement. Other solutions ought to be indicated by the Client within the submitted declaration. The termination of the Agreement takes effect within 14 days from the date of receipt of the termination of Agreement. In case when reimbursement of funds is related to the necessity of incurring additional costs on the side of the Operator in the form of transfer costs, these costs shall be deducted from the means to the reimbursement of which the Client is entitled.
3. The Municipality represented by the Operator may terminate the Agreement subject to the 7-day notice period in the event of occurrence of a significant cause, such as in particular: liquidation of the WRM System or ceasing of operations or change of the scope of WRM System operations.
4. Termination of Agreement for the provision of services via electronic means by the Operator shall occur through sending a statement of termination of Agreement for the provision of services via electronic means to the electronic post address of the User specified in Client Account or via submission of a declaration to the User in any other manner.

#### **XIV. Final provisions**

1. The acceptance of the hereby Terms of Service and Rental of a Bike indicates: a declaration of the health state which ensures safe movement on a Bike; ability to ride a Bike; possession of permissions required by provisions of law and knowledge of road traffic provisions.
2. The Municipality represented by the Operator reserves the right to terminate the Agreement with a notice of 14 days in case the Client breaches the provisions of the hereby Terms of Service (i.e. lack of acceptance of the new Terms of Service, non-return of a bike at the required time) while the Client is entitled, in respect of the Operator, to submit claims related to the return of means on the Client Account, provided that they were not used by the Operator previously to cover the payable liabilities chargeable to the Client.
3. The Municipality represented by the Operator is authorized to introduce changes to the Terms of Service or Privacy Policy effective in the future. The information regarding changes to the hereby Terms of Service will be sent to Client's email address indicated upon registration. Lack of written information of lack of acceptance of the change to Terms of Service or Privacy Policy sent to BOK WRM within 14 days from the day of its posting to the Client indicates acceptance of introduced changes within Terms of Service by the Client. Written information of the lack of acceptance by the Client of changes to the Terms of Service or Privacy Policy shall constitute termination of the Agreement by the Client.

4. 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.
5. 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.