

**Terms of Use**  
**of the ŁoKeR System**  
Valid from 11.05.2026

## I. General provisions.

1. These Terms of Use define the principles and conditions of using the public bicycle system in the city of Łomża, hereinafter referred to as ŁoKeR within the administrative borders of the City of Łomża.
2. The ŁoKeR system Terms of Use together with the Privacy Policy are available free of charge on the following website [www.lomzarower.pl](http://www.lomzarower.pl) in a way that enables its content to be reviewed, downloaded, reproduced, and recorded. These documents are available at the office of Nextbike Polska S.A. based in Warsaw, which is the Operator of ŁoKeR.
3. Contact details:  
Nextbike Polska S.A.  
ul. Staniewicka 5  
03 – 310 Warszawa  
e-mail address: [bok@lomzarower.pl](mailto:bok@lomzarower.pl)  
phone: 22 123 06 06
4. Nextbike systems are compatible, i.e. creating an Account in one of the systems allows you to use the bike rentals in other cities, unless the Terms of Use of a given system state otherwise.

## II. Definitions.

1. **Mobile Application** – a mobile application that allows you to use the ŁoKeR. You may use the Mobile Application on a smartphone device with a suitable, current Android or iOS system that allows you to download the Mobile Application from the online store. The application is available to download free of charge at Google Play and Apple AppStore, and in order to download and use it, you must have permanent access to the Internet and register a Customer Account with the ŁoKeR System.
2. **Account Blocking** – a preventive measure which consists in preventing the use of the ŁoKeR, which may be used by the Operator in the event of an infringement by the Customer of the provisions of these Terms of Use, in particular the infringement constituting damage to the Operator's property.
3. **Customer Service Center for the public bicycle system in the city of Łomża /ŁoKeR CSC** – a service launched by the Operator for contacting the Operator via:
  - 3.1 24/7 hotline at phone no.: 22 123 06 06
  - 3.2 e-mail at: [bok@rowerloker.pl](mailto:bok@rowerloker.pl)
  - 3.3 mobile application.

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

4. **O-lock** – a means of securing the Bike in the form of an "O" clamp integrated with the frame, without which it is impossible to terminate the Rental. The lock is also used to secure the Bike when the Parking function is used. The O-lock is mounted on the rear wheel and remains open while riding. Each Bike is equipped with the O-lock.
5. **Promotional Voucher/Bonus** – Voucher offered by the Operator, which enables the crediting of the Customer's Account. The Voucher amount and its purpose are determined by the Operator and it is non-refundable. The funds from the Vouchers are used first, before the funds paid by the Customer.
6. **Price List and Additional Fees Table** – the price list of ŁoKeR services and charges constituting an integral part of the Agreement. The Price List and the Table of Additional Fees constitute Appendix 1 to these Terms of Use, which is available on the Website and in the Mobile Application.

7. **Rental Time** – the time counted from the moment of renting (unlocking) the Bike to the moment of returning the Bike by closing the O-lock. It is assumed that the Parking is included in the duration of the Rental.
8. **GPS** – a device mounted on the Bike, used to monitor the position of the Bike and its location.
9. **Customer ID** – an individual number assigned to the Customer, corresponding to the cell phone number provided during registration, and a six-digit PIN number. Any RFID proximity card can also be used as an identifier. Details regarding registration and Customer IDs are described in Section VI Registration.
10. **Customer/User** – an individual, a participant of the ŁoKeR System, who has accepted the Terms of Use and has registered in the ŁoKeR, thereby concluding an Agreement with the Operator.
11. **Customer Account/Account** – a personal Customer Account created during registration, for the purpose of using the ŁoKeR, as well as charging fees in accordance with Appendix 1 to the Terms of Use. The Customer may link compatible RFID-compliant cards and mobile devices to their ŁoKeR System account to streamline the Bike Rental process.
12. **Top-up Amount** – a payment made to the Customer's Account for the purpose of Rentals. The first payment must be made in the amount of at least PLN 10.
13. **Maximum Rental Time** - the maximum duration of the Bike Rental allowed by these Terms of Use. It is set forth in Appendix no. 1.
14. **Minimum Account Balance** – shall be understood to mean the funds held in the Account by the Customer, the amount of which may not be lower than PLN 10. Renting the bicycle is only possible when the customer has at least PLN 10 on their account.
15. **Unauthorized Ride** – using a ŁoKeR Bike without a Bike Rental registered on the Customer Account.
16. **Operator** – the Nextbike Polska S.A. Company, providing the ŁoKeR service, based at ul. Staniewicka 5, 03-310 Warszawa, entered into the Register of Entrepreneurs of the National Court Register, kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Department of the National Court Register under KRS No. 0000646950, REGON 021336152, NIP [TIN] 8951981007.
17. **Initial Fee** – the registration fee amount paid by the Customer upon registration in ŁoKeR. The amount of the Initial Fee is set forth in Appendix no. 1 and will be settled against the rental fees.
18. **Privacy Policy** – a document of the Operator, separate from the Terms of Use, determining the conditions of processing of the Customer's personal data by the Operator. Privacy Policy is available at <https://nextbike.pl/polityka-prywatnosci-nextbike-polska-2021/>
19. **Abandoned bicycle** – is a bicycle left behind:
  - outside a ŁoKeR Station,
  - outside the Use Zone,
  - without return in excess of the Maximum Rental Time,
  - in Parking mode for more than the Maximum Rental Time.
20. **Investigation** – legal and factual actions undertaken by the Operator, aimed at determining the circumstances and events arising in connection with the use of Bikes, in particular related to the violation of the Terms of Use, accidents and collisions or damage to the Operator's property.
21. **Parking** – a feature that allows you to park the Bike without returning it. Parking is available from the Mobile Application.
22. **Terms of Use** – these Terms of Use describing the principles and conditions of using the ŁoKeR, in particular the scope of rights and obligations and responsibilities of persons using the possibility of Bikes Rental in the ŁoKeR.

23. **Booking** – a feature enabling the Customer to remotely book a Bike. Details of Booking are described in Section VII of the Terms of Use.
  24. **Standard Bike** – a basic bike type made available in the ŁoKeR by the Operator. The bike is designed for use by one person who is 13 years of age or older and is between 150 and 200 cm tall. The bike has wheels with rims measuring 26 inches, its load capacity is up to 120 kg of the rider alone. It is equipped with a basket with a capacity of 15 liters.
  25. **Electric Bicycle** – a bicycle powered by an electric drive that assists the User's pedaling until the User reaches a speed of 25 km/h. The bike is designed for use by one person who is 13 years of age or older and is between 150 and 195 cm tall. The bike has wheels with rims measuring 26 inches, its load capacity is up to 115 kg of the rider alone.
  26. **ŁoKeR Service** – activities performed by the Operator related to the operation, repair, and maintenance of the ŁoKeR System.
  27. **ŁoKeR Station** – a place where Bikes are rented and returned by the Customers, marked with the ŁoKeR symbol, equipped with a Totem and bike racks, at which Bikes are parked (returned) using the O-lock. Information about the location of the ŁoKeR Stations can be found on the Website and on the Mobile Application.
  28. **Use Zone** - administrative borders of the City of Łomża
  29. **Website** – the website launched by the Operator [www.lomzarower.pl](http://www.lomzarower.pl) containing data necessary for the commencement and further use of the ŁoKeR.
  30. **City Bikes System in Łomża/ŁoKeR System/ŁoKeR** – the Bike rental system launched by the Operator, including in particular Bikes, technical infrastructure, software, and devices that enable Bike Rental, Parking, Booking and Return.
  31. **Information Totem/Totem** – an element of the ŁoKeR station that contains information necessary to start and use the ŁoKeR.
  32. **Agreement** – Customer's Agreement with the Operator, setting forth the mutual rights and obligations specified in these Terms of Use. The Agreement with the content encompassing the provisions of the Regulations is deemed to be automatically concluded at the moment of the Client's registration with ŁoKeR and provided that the Client submits a declaration of acceptance of the Terms of Use, provides the required personal data upon registration and pays the Initial Fee. The Controller of the Personal Data is Nextbike Polska S.A.
  33. **Bike Rental** – the unlocking of the Bike, using the Customer ID or as otherwise described in Section VIII(2), for the purpose of making a trip. The Rental process is detailed in Section VIII of the Terms of Use.
  34. **Return of a Bike/Return** – returning the Bike to a ŁoKeR Station by closing the O-lock. The Return Process is set forth in Section XI of the Terms of Use. The use of the Parking feature is not construed as a Return of a Bike.
- III. General rules of using the Public Bicycle System in the city of Łomża.**
1. In order to use the ŁoKeR System, the Customer must provide the personal data required for registration, accept the conditions specified in these Terms of Use, make the initial payment, and click on the activation link. The condition of using the ŁoKeR is also keeping the Minimum Account Balance at the time of each rental in the amount of at least PLN 10 (in words: ten zlotys).
  2. Individuals between 13 and 18 years of age (hereinafter referred to as minors) may use the ŁoKeR with the consent of their parent or legal guardian. The parent or legal guardian shall be liable for any damages, if any, resulting in particular from the non-performance or improper performance of the Agreement and undertakes to cover the ongoing obligations set out in Appendix 1. The consent of at least one parent or legal guardian to the use of the Account by a minor must be sent to the Operator:

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

- 2.2 by registered mail to the address of the Operator,
- 2.3 submitted in person at the Operator's headquarters.

The consent should include:

- 2.4 the minor's phone number, to which the Account is registered,
- 2.5 full name of parent or legal guardian,
- 2.6 consent to the use of the ŁoKeR System by the minor,
- 2.7 full name of the minor,
- 2.8 the minor's date of birth,
- 2.9 handwritten signature of parent or legal guardian,
- 2.10.        date and place of issuing the consent.

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

- 3. The Customer may rent up to 2 Bikes at a time.
- 4. Use of the Rental Bike is permitted in the Use Zone, except as specified in Section VIII. 7.
- 5. The ŁoKeR System Bikes may be used for non-commercial purposes only, under penalty of an additional fee in accordance with Appendix no. 1.
- 6. The parties to the Agreement are obliged to inform each other about any change of addresses or other data identifying the parties, provided during the registration in the System.

#### **IV. Accountability and Commitment.**

- 1. The Operator performs services related to the operation of the ŁoKeR System and is responsible for its proper functioning.
- 2. The Operator shall not be liable for direct or consequential damages and lost profits resulting from improper performance of the Agreement by the Customer, or for other damages for which the User is responsible. The above provision does not affect, in terms of the agreement with the customer, Article 473 of the Civil Code.
- 3. The Customer undertakes to comply with the Terms of Use, in particular to pay the agreed fee and to use the Bike in accordance with the rules laid down in the Terms of Use.
- 4. The Customer is responsible for using the Bike in accordance with its intended use, the provisions of the Terms of Use and the law. In case of failure to comply with the conditions laid down in the Terms of Use, the Operator has the right to block the Customer Account. Detailed conditions of Account Blocking are described in Section XIII of these Terms of Use.
- 5. The User is obliged to protect the login data from access by third parties and may be charged for the use of the service by anyone who obtains the User's login information through the User's fault.
- 6. The Customer shall be responsible for any damage or destruction resulting from failure to comply with the Terms of Use. The customer may be charged with the cost of repairing such damage. The Operator, at the request of the Customer, will issue a bill or invoice to the Customer for the performance of necessary repairs.
- 7. The Customer shall be fully and completely responsible for, and agrees to pay, all fines, fees, etc., imposed on the Customer during the use of the Bike through the fault of the Customer.
- 8. Bicycling is a complement to public transportation. You may not use the ŁoKeR Bikes for mountain biking, jumping, stunts, racing, or using the Bike to pull or push anything. Luggage may only be carried in the luggage rack provided, nothing may be hung on the frame or other parts of the Bike.

9. ŁoKeR Bikes may not be used by persons under the influence of alcohol or other intoxicants, psychotropic substances or substitutes within the meaning of the Terms of Use on counteracting drug addiction; strong anti-allergic drugs, other drugs that by definition prohibit or recommend refraining from driving.
10. It is forbidden to transport ŁoKeR Bikes by cars or other means of transport under pain of being charged in accordance with Appendix no. 1.
11. It is prohibited to use safeguards that are not part of the ŁoKeR System to immobilize the Bike. The Operator reserves the right to remove inadequate safeguards used by the Customer. All costs of restoring the Bike to a condition that allows for the performance of the Rentals shall be borne by the Customer.
12. The Customer is responsible for the Bike from the time of Rental until the time of Return.
13. If the Bike is not returned for any reason, including if it is stolen or lost, the Customer will be charged the equivalent of the Bike, as set forth in Appendix 1, for each lost Bike.
14. The Customer agrees to return the Bike in the same condition as at the time of Rental. In particular, the Customer is obliged to take action to prevent dirt and damage, beyond standard use, and theft of the rented Bike.
15. In case of theft of the Bike during the rental, the Customer is obliged to notify the ŁoKeR Customer Service Center immediately after noticing the incident.
16. In case of incorrect Return of the Bike due to the Customer's fault, the Customer shall bear the costs of further rental of the Bike and shall be responsible for any theft and damage. In the case of difficulties with the Return of the Bike, the Customer must contact the ŁoKeR Customer Service Center.

## V. Payments.

1. Fees are charged in the ŁoKeR System according to the rates set out in Appendix no. 1 of the Price List and Additional Fees Table, available on the Website, the Mobile Application and the ŁoKeR Customer Service Centre. The basis for calculating the fee for using the Bike is the Rental Time.
2. Payment for services and products offered through ŁoKeR may be made:
  - 2.1 using payment cards,
  - 2.2 through online payments available after logging in to the Customer's Account on the Website,
  - 2.3 by means of a deposit slip paid at a post office or bank, generated at a payment service provider. The printout is available after logging in to the Customer Account on the Website,
  - 2.4 by authorizing the ŁoKeR System Operator to charge the Customer's credit or debit card for all accrued charges
3. Payment card information is processed by a third party service provider and is not stored by or available to the Operator.
4. All payments shall be transferred to the Operator's account.
5. At the request of the Customer, the Operator will provide the Customer with a VAT invoice. For this purpose, the Customer shall contact the Operator by e-mail to the Operator's e-mail address to indicate the data necessary for issuing a VAT invoice.
6. In the event that the charged fees exceed the available funds, the Customer is obliged to top up their Account at least to the balance of PLN 0 within 3 working days. In case of non-payment, the Operator reserves the right to take appropriate legal action against the Customer to obtain payment for the executed Agreement, resulting in blocking the Account until the payment is made. The Operator shall have the right to charge statutory interest for delay on overdue amounts from the due date until the date of actual payment in full.

7. If the Customer is in arrears with payments to the Operator, the Service Provider reserves the right to provide information about the arrears to the entities indicated by the relevant legislation. The Customer acknowledges that the ŁoKeR Operator has the right to transfer its receivables due from the Customer, arising from the Agreement, to third parties, which will entitle these third parties to claim the receivables in question from the Customer. The ŁoKeR Operator reserves the right to entrust a debt collection company with the collection of debts from the Customer.
8. Refunds of fees paid for Rentals may be made upon termination of the Agreement.
9. The amount of a Promotional Voucher credited to the Customer's Account is non-refundable. It is used before the funds paid by the customer. Details of the amount, validity period and reason for awarding the Promotional Voucher are set out in the current promotional terms and conditions available on the Website.

## **VI. Registration.**

1. In order to use the ŁoKeR System, the Customer must first register in the System and pay the Initial Fee
2. Registration can be done through:
  - 2.1 Website,
  - 2.2 Mobile application,
  - 2.3 telephone contact with the ŁoKeR Customer Service Center.
3. The following personal information is required during the registration process in accordance with Sections VI(2.1), VI(2.2) and VI(2.3):
  - 3.1 mobile phone number,
  - 3.2 first and last name,
  - 3.3 contact address, i.e. city, street with house and apartment number, postcode , country,
  - 3.4 email address,
  - 3.5 PESEL No.,
  - 3.6 optionally, payment card number in case of payments with a chargeable credit card.

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

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

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

5. A link will be sent to the email address provided during the registration process. The customer must click the link no later than 24 hours after registration. Clicking on the link serves to verify the correctness of the address provided and is one of the required steps for the activation of the Customer Account.
6. Customer's account becomes active when all of the following conditions are met:
  - 6.1 all data required for registration are provided in the Customer's Account,
  - 6.2 the Customer has clicked the verification link,
  - 6.3 the Customer has paid the Initial Fee,
  - 6.4 a minimum balance is kept,

6.5 in the case of minors, after providing the consent of a parent or legal guardian.

7. Customer accounts containing incorrect personal information and with no payment made be automatically deleted from the ŁoKeR database.

## VII. Booking

1. The User may book up to 2 Bikes at a time.
2. Booking can be made through the Mobile Application.
3. Booking is voluntary. The Booked Bike waits for the User for a maximum of 15 minutes after which the Booking is canceled automatically. After the Booking cancellation, the Bike is available for other Users.

## VIII. Rental.

1. Renting the Bike is possible after fulfilling the requirements specified in Section VI.6.
2. The following ways of renting the ŁoKeR bikes are available:
  - 2.1 via Mobile application,
  - 2.2 by holding the RFID card previously linked to the Account close to the Bike reader,
  - 2.3 via the Website [www.lomzarower.pl](http://www.lomzarower.pl)
  - 2.4 by contacting the ŁoKeR Customer Service Center.
3. The Bike may be rented at any ŁoKeR Station or outside of a ŁoKeR Station.
4. It is the Customer's responsibility to make sure, before riding, that the Bike is fit for use, in particular that the tires of the Bike are inflated, that the brakes and lights are in working order.
5. In the case of discovering any defect of the Bike during rental, the Customer is obliged to report the problem immediately to the ŁoKeR Customer Service Center or via the Mobile Application or the Website [www.lomzarower.pl](http://www.lomzarower.pl) and if possible return the Bike to the nearest Station.
6. If an accident or collision occurs during the rental of the Bike, the Customer is obliged to write an accident statement or call the police to the scene. Moreover, in case of the occurrence of the above-mentioned event, the Customer is obliged to inform the ŁoKeR Customer Service Center about the above-mentioned event within maximum 24 hours from the moment of its occurrence.
7. The rented Bike may be used within the Use Zone. During the rental period, the User may go outside the Use Zone, but must return before the end of the rental and return it to the Use Zone, otherwise the User will be charged a fee in accordance with Appendix 1.

## IX. Rental Time.

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

## X. Parking.

1. The Operator allows parking the Bike during the Rental. The use of the Parking feature is not equivalent to a Return of a Bike.

2. The Parking feature is only available on the Mobile Application. After selecting it, you must manually close the O-lock.
3. The duration of the Parking is included in the Rental Time.

## **XI. Return.**

1. Return of the ŁoKeR Bicycle is possible at the ŁoKeR Station
2. The Customer returns the Bike to the Station by closing the O-lock. The Bike should be restrained so that the front wheel of the Bike is in a straight line with the frame of the Bike and the Bike stands firm. The Bike must be parked according to Terms of Use without impeding bike, road, or pedestrian traffic.
3. It is the customer's responsibility to properly return and secure the bike. Failure to comply may result in:
  - 3.1. charging fees for using the Bike according to the price list, and in case of a rental exceeding the maximum rental time, charging an additional fee according to Appendix 1 to the Terms of Use.
  - 3.2. charging a fee for the loss, theft, or damage to the Bike in accordance with Appendix 1 to these Terms of Use (depending on the type of Bike),
  - 3.3. a fee will be charged for abandoning the Bike (regardless of type) outside the ŁoKeR Station but within the use zone in accordance with Appendix 1 to the Terms of Use.
  - 3.4. charging a fee for leaving the Bike in a restricted access site according to Appendix 1 to the Terms of Use,
  - 3.5. charging a fee for abandoning the Bike outside the Use Zone in accordance with Appendix 1 to the Terms of Use.

The indicated fees add up.

## **XII. Repairs and breakdowns.**

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

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

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

**XIV. Complaints.**

1. A complaint is an expression of dissatisfaction by the Customer with a service or a process related to the provided service.
2. Complaints should contain at least the following data: name, surname, telephone number, allowing to identify the Customer. In the absence of data allowing for identification of the Customer, the Operator will leave the complaint without consideration.
3. The Customer may submit complaints regarding the services provided under the Terms of Use:
  - 3.1 electronically to the e-mail address given in Section I(3),
  - 3.2 electronically via the contact form on the Website,
  - 3.3 via the Mobile Application,
  - 3.4 by telephone,
  - 3.5 by registered mail to the postal address of the Operator as provided in Section I(3),
  - 3.6 in person at the Operator's headquarters.
4. If the data or information provided in the complaint requires supplementation, the Operator will ask the complainant to supplement it within the specified scope before considering the complaint. Before considering the complaint, the Operator may also request the Customer to complete the data in the Account required by the provisions of the Rules within a specified period. If the data are not completed, the Operator will leave the complaint without consideration.
5. The recommended time limit for filing a claim is 7 days from the date of the event giving rise to the claim.
6. Filing a complaint does not relieve the Customer from the obligation to timely fulfill its obligations to the Operator.
7. The Operator considers the complaint within 14 days from the date of its receipt, and in particularly complex cases, within 30 days. If a complaint needs to be supplemented, the time limit for processing the complaint starts from the date of delivery of supplementary documents or additional explanations/information to the Operator. If it is not possible to meet the deadline for the complaint handling, the Operator shall inform the Customer about the delay, indicating the reason for the delay (circumstances that must be determined) and the expected date of the complaint handling.
8. A response to the complaint will be sent to the Customer by email or postal mail to the mailing address as indicated in the complaint. The Operator may send a reply to another address / e-mail address indicated for correspondence by the Customer submitting the complaint.
9. The Customer has the right to appeal against the Operator's decision. The appeal will be reviewed within 14 days of receipt at the ŁoKeR Customer Service Center. The appeal should be submitted in one of the following ways:
  - 9.1 electronically to the e-mail address given in Section I(3),
  - 9.2 electronically via the contact form on the Website,
  - 9.3 by registered mail to the postal address of the Operator as provided in Section I(3),
  - 9.4 in person at the Operator's headquarters.
10. The customer can:
  - 10.1 appeal against the Operator's decision directly to the ŁoKeR Customer Service Center within 14 days from the date of receiving the response to the complaint,
  - 10.2 file a lawsuit against the Operator to the competent common court.

**XV. Termination of the Agreement.****1. Withdrawal from the Agreement.**

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

1.2 The Customer may withdraw from the Agreement by:

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

1.2.2 Sending to the Operator by registered mail to the postal address specified in Section I(3) a written statement of withdrawal from the Agreement. For this purpose, the Customer may use the form of withdrawal from the Agreement contained in Appendix 2 to the Act on Consumer Rights (Journal of Laws of 2019, item 134 as amended), but it is not mandatory.

1.3 In the event of withdrawal from the Agreement, the Agreement shall be deemed not to have been entered into. In the event of withdrawal from the Agreement, each Party must return to the other Party everything it has received under the Agreement. Reimbursement shall be made no later than 14 days from the date of receipt by the Operator of the notice of withdrawal from the Agreement. Reimbursement is made using the same means of payment that were used by the Customer in the original transaction, unless in the statement of withdrawal the Customer agreed to a different solution. An alternative solution shall be indicated by the Customer in the statement submitted.

1.4 If, at the request of the Customer, the performance of the service begins before the end of the period for withdrawal from the Agreement, the User is obliged to pay for the services performed until the withdrawal from the Agreement. Any remaining funds shall be returned no later than within 14 days from the date of consideration by the Operator of the statement of withdrawal from the Agreement.

**2. Termination of the Agreement at the Customer's request.**

2.1 The Customer has the right to terminate the Agreement. The Customer may give notice of termination as follows:

2.1.1 electronically to the e-mail address given in Section I(3),

2.1.2 electronically via the contact form on the Website,

2.1.3 by registered mail to the postal address of the Operator as provided in Section I(3),

2.1.4 in person at the Operator's headquarters.

2.2 The Agreement shall be terminated immediately, no later than within 14 days from the date of delivery of the notice to the Operator. Termination of the Agreement results in liquidation of the Customer's Account in the ŁoKeR System by the Operator.

2.3 Before submitting the termination notice, the Customer is obliged to top up the funds on their Customer Account to the balance of 0 PLN. Termination of the Agreement in a situation where the balance on the Customer's account is negative does not affect the right of the Operator to claim the amount equal to the unpaid by the Customer for services provided by the Operator.

2.4 If the funds in the Customer's Account exceed PLN 0 on the day of termination of the Agreement, they shall be returned to the bank account indicated by the Customer in the notice, unless the Customer agreed to a different solution in the termination of the Agreement. An

alternative solution shall be indicated by the Customer in the statement submitted. Reimbursement will be made within a maximum of 14 days of termination of the Agreement. If reimbursement involves additional costs on the part of the Operator in the form of transfer costs, these costs will be deducted from the Customer's refundable funds.

3. The Operator may terminate the Agreement at seven (7) days' notice for an important reason, which may include, in particular, liquidation of the ŁoKeR System or discontinuance or change in the scope of the ŁoKeR System.
4. Termination of the Agreement for provision of services by electronic means by the Operator takes place by sending a statement of termination of the Agreement for provision of services by electronic means to the e-mail address of the User indicated in the User Account or by submitting a statement to the User in any other way.

#### **XVI. Final provisions.**

1. Acceptance of these Terms of Use and renting a Bike are tantamount to: a statement about the state of health allowing safe riding of the bike; the ability to ride a bike; the possession of legally required qualifications and knowledge of road traffic Terms of Use.
2. The Operator reserves the right to terminate the Agreement at 14 days' notice if the Customer violates the provisions of these Terms of Use (e.g. failure to return the Bike within the required period of time), and the Customer is entitled to claims against the Operator for reimbursement of funds from the Customer Account, if they have not previously been used by the Operator to cover the Client's due liabilities.
3. The Operator is entitled to make amendments to the Terms of Use with effect at a later date. Information on amendments to these Terms of Use will be sent to the Customer's e-mail address as provided in the Customer Account. Lack of written information about non-acceptance of an amendment to the Terms of Use sent to the ŁoKeR Customer Service Center within 14 days from the date of it being sent to the Customer shall mean acceptance of the amendments to the Terms of Use by the Customer. A written notice of non-acceptance by the Customer of an amendment to the Terms of Use shall be tantamount to termination of the Agreement by the Customer.
4. To any matters not settled herein, the provisions of applicable laws, in particular the Civil Code and the Traffic Law Act, shall apply.
5. In case of discrepancies between the Polish and foreign language versions of these Terms of Use, the Terms of Use shall be construed on the basis of the Polish version.

**Appendix 1 Price List and Additional Fees Table**

Type of charges for a standard bike			Gross value	
Bike rental and booking fees.	Renting		Booking	
	Time	Price	Time	Price
	0 – 15 minutes	PLN 0	0 – 15 minutes	PLN 0
	16– 60 minutes	PLN 2		
	61 – 120 minutes	PLN 4		
	121 – 180 minutes	PLN 4		
	181 – 240 minutes	PLN 4		
	241 – 300 minutes	PLN 4		
	301 – 360 minutes	PLN 4		
	361 – 420 minutes	PLN 4		
	421 – 480 minutes	PLN 4		
	481 – 540 minutes	PLN 4		
	541 – 600 minutes	PLN 4		
	601 – 660 minutes	PLN 4		
	661 – 720 minutes	PLN 4		

Charges for each commenced hour add up

Type of charges for electric bikes			Gross value	
Bike rental and booking fees.	Renting		Booking	
	Time	Price	Time	Price
	0 – 15 minutes	PLN 1	0 – 15 minutes	PLN 0
	16 – 60 minutes	PLN 3		
	61 – 120 minutes	PLN 5		
	121 – 180 minutes	PLN 5		
	181 – 240 minutes	PLN 5		
	241 – 300 minutes	PLN 5		

	301 – 360 minutes	PLN 5		
	361 – 420 minutes	PLN 5		
	421 – 480 minutes	PLN 5		
	481 – 540 minutes	PLN 5		
	541 – 600 minutes	PLN 5		
	601 – 660 minutes	PLN 5		
	661 – 720 minutes	PLN 5		

Charges for each commenced hour add up

### Additional fees

Initial fee	PLN 10
Fee for exceeding 12 hours of rental for a standard bike	PLN 500
Fee for exceeding 12 hours of rental for an electric bike	PLN 500
Bonus for bringing the bike (regardless of the type) to a ŁoKeR Station	PLN 2
Abandoning the Bicycle (regardless of the type) outside a ŁoKeR Station in the Use Zone	PLN 10
Charge for theft, loss, or destruction of:	
A standard bike	PLN 3,660
An electric bike	PLN 8,928
Riding a Bike by more people than allowed by the Operator for the type of Bike	PLN 100
Abandoning a Bicycle (regardless of the type) outside the Use Zone	PLN 500
Leaving a Bike (regardless of type) in a restricted access site	PLN 600
Removal of applied safeguards	PLN 200
Unauthorized ride	PLN 100
Transporting a bicycle by other means of transportation (train, bus, car, etc.)	PLN 50
Commercial use of a Bike	PLN 200

Additional fees add up