

TERMS OF SERVICE
of the Pruszkowski Rower Miejski

[Valid from 30/04/2019]

I. General Provisions

1. The hereby Terms of Service shall specify the rules and conditions of the use of Pruszkowski Rower Miejski system launched in the city of Pruszków.
2. Terms of Service of the Pruszkowski Rower Miejski (further referred to as PRM) as well as the Privacy Policy are available free of charge on the internet website www.pruszkowskirower.pl pruszkowskirower.pl in such a way so as to enable familiarizing with its contents, its obtaining, reading and saving. This document may be obtained at the headquarters of Nextbike Polska S.A. with its registered seat in Warsaw.
3. Contact:

Nextbike Polska S.A.
ul. Przasnyska 6b
01-756 Warszawa
e-mail: bok@pruszkowskirower.pl
tel.: +48 22 382 13 12
(connection in line with operators' tariffs)
4. Nextbike Systems are compatible, that is setting up an account in one of the systems enables the use of bike rental stations in other cities, unless the terms of service of a given system indicate otherwise.

II. Whenever indicated in the terms of service:

1. **Mobile application** – software which operates on Android and iOS operational systems enabling rental and return of bikes within the system.
2. **Customer Service Office (BOK)** - one should understand a service launched by Operator which ensures twenty-four-hour telephone contact with the Operator through:
 - a. Hotline under the number: +48 22 382 13 12
 - b. electronic post under the address bok@pruszkowskirower.plInformation regarding the functioning of BOK is available on the internet website.
3. **Account blockage** – shall be understood as preventive measure of which the Operator may avail in case of breaching by Client of the provisions of the hereby Terms of Service, in particular in case of a breach which constitutes a damage to the Operator's property.
4. **Promotional voucher** - shall be understood as voucher offered by the Operator which enables topping up Client Account. The voucher amount and its purpose is established by the Operator and it is non-repayable. The means from the top up are used in the first place, prior to the means paid in by the Client.
5. **Electric lock** – shall be understood as mechanism which releases and blocks the bikes in the docking station.
6. **Client Identifier** – shall be understood as individual number assigned to a Client, corresponding to the mobile telephone number indicated during registration. During registration, also a 6-digit PIN number which verifies the Client in PRM is established. Additional identifier of registered Client may be formed by any proximity RFID card (that is payment card) which the Client may link to his or her Account, in order to facilitate the process of logging in at the Terminal. During rental and return of a bike the Client has the following methods of identification at disposal:
 - a. mobile telephone number which, together with PIN number is treated as equal to the Client Identifier,
 - b. ELS Electronic Student ID (ELS), proximity, personalized electronic card (chip+RFID) with its unique, encoded number together with PIN number,
 - c. payment cards-consumer credit cards, charge, debit and pre-paid cards issued by payment organizations of Visa International and MasterCard International issuers and other which fulfil the requirements of electronic payment means in the meaning of the act on electronic payment instruments (that is Journal of Laws of 2016, item 1572) with PIN number. Terminals are adjusted for cooperation with PayPass and PayWave types of products,

Post logging in Client account he or she may switch off the PIN code through unchecking the option: Upon each rental and return, in order to ensure my safety, please ask me about my PIN number. This option allows for rental/return of a bike at the terminal without the need to indicate a PIN code with the use of methods of identification: b, c at the terminal.

7. **Client** – shall be understood as person who conducted registration in PRM system and accepted Terms of Service.
8. **Client Account** – shall be understood as personalized Client account created during registration for the needs of the use of PRM System, as well as for charging payments in line with Appendix no. 1 to the Terms of Service.
9. **Cost of repairs** – shall be understood as price list of damaged parts and services related to its replacement, constituting Appendix no. 2 to the hereby Terms of Service.
10. **Top up amount**– shall be understood as amount of top up in the maximum amount of 1PLN, paid towards rentals to the Client Account.
11. **Minimum account balance** – shall be understood as means held on the Client Account, the amount of which cannot be smaller than 10PLN. Bike rental is possible exclusively when Client has a minimum top up amount of 10 PLN on the account.
12. **Operator** – shall be understood as Nextbike Polska S.A. Company, realizing service related to service of PRM, with its 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, XII Economic Department of the National Court Register under the KRS number 0000646950, REGON number 021336152, NIP number 8951981007.
13. **Initial fee** – it ought to be understood as an amount of initial fee within PRM system equating to 10PLN gross (in words: ten zloty) made by the Client upon registering in PRM system, the payment of which constitutes an initial top up towards the top-up amount.
14. **Explanatory proceeding** –it ought to be understood as a set of actions undertaken by the Operator, targeted at establishing the circumstances and events occurring in relation to the use of bikes, in particular; those related to breaching of terms of service, accidents and collisions or damages to the property of the Operator.
15. **Terms of Service** – shall be understood as principles and conditions of using the system of PRM. In particular; scope of obligations and rights and responsibility of persons availing of the possibility to rent bikes.
16. **Standard bike** – it ought to be understood as basic type of bike made available in the Veturilo System by the Operator. The bike is designated for persons who are above 13 years of age. Working load of a bike amounts to 120 kg. Whilst, it is assumed that such bike is designated solely for the use of one person at a time.
17. **Service** - shall be understood as conduct by Operator of actions related to exploitation, repairs and maintenance of PRM.
18. **Station** – shall be understood as set of bike stands with equipment for self-registration and rental of bikes from PRM system. List of stations is available on the internet website.
19. **User zone** – shall be understood as administrative borders of the city of Pruszków.
20. **Internet website** - shall be understood as website launched by Operator www.pruszkowskirower.pl, which contains necessary data for commencement and subsequent use of PRM.
21. **Pruszków City Bike System (Pruszkowski Rower Miejski)** – shall be understood as System of bike rentals, launched by the Operator, within the terrain of the city of Pruszków, covering in particular: bikes, technical infrastructure, software and devices enabling rental of bikes, further referred to as PRM.
22. **Table of charges and penalties** – shall be understood as pricelist of services and charges of PRM, being an integral part of the Agreement. Pricelist shall constitute Appendix no. 1 to the hereby Terms of Service.
23. **Terminal** – shall be understood as device for self-rental of bikes, constituting an integral part of the Station.

24. **Agreement** – Agreement between Client and Operator which establishes mutual rights and obligations specified in the Terms of Service. An Agreement is considered to have been concluded upon registration of Client in PRM System post submission of declaration of acceptance of Terms of Service.
25. **Rental** – shall be understood as rental of bike from Station by means of Client Identifier.
26. **Return of bike** – shall be understood as returning the bike to the Station in line with clause X of the hereby Terms of Service.

III. General principles of using Pruszkowski Rower Miejski.

1. Condition for the use of PRM is indicating by the Client personal data required upon registration, acceptance of conditions specified in the hereby Terms of Service, maintenance of minimum state on the Account during each rental in the amount of at least 10PLN.
2. The Client is obliged to abide by the provisions of the Terms of Service, in particular, make payments and use the bike in accordance with the Terms of Service.
3. Persons above 13 years of age who have not attained the age of 18 (further referred to as minors) must, prior to conclusion of Agreement, submit to the Operator a written consent of one of the parents or legal guardians for the conclusion of the Agreement, as well as a statement on assuming responsibility by the parents or legal guardians on account of any potential damages, caused in particular as a result of non-performance or improper performance of the Agreement and on account of any ongoing liabilities defined in Tables of charges and penalties as well as Cost related to repair and restoring of a bike in Pruszków Bike System. Within the statement the parents or legal guardians must undertake to top up the account of the minor within Pruszków Bike System. Consent ought to be sent by electronic post to the email address: bok@pruszkowskirower.pl, via post to the address of Operator or in person to the Operator's premises.
4. The obligatory condition to be met in order to avail of the bike rental by minors is being in possession of a valid bicycle or motorcycle driving license.
5. The Client may rent up to four bikes at the same time.
6. The use of the rented bike is allowed within the User zone.

IV. Responsibility/ Obligation

1. The Client is responsible for the use of a bike in accordance with its purpose and with the provisions of the Terms of Service.
2. The Client undertakes to return the bike in good technical condition and in the same state as it was in at the time of renting. The Client shall bear full responsibility for any results of events which occur pursuant to the breach by him of the Terms of Service and the law in place when using PRM System.
3. The use of bikes via PRM System may take place solely for non-commercial reasons.
4. Client shall be responsible for bike/bikes from the moment of its/their rental to its/their return at the Station (any station within User Zone). In particular, Client shall be obliged to take steps in order to prevent damages or theft of the rented bike.
5. In the event of theft of a bike that occurs during rental, the Client is obliged to inform BOK immediately after noticing the theft incident.
6. The use of PRM System 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.
7. The Client bears full and total responsibility and undertakes to cover any tickets, fines, fees etc. obtained by the Client in the course of his or her use of the bike. The Client bears no responsibility for fines, tickets, and fees etc. which have been imposed on them and which result from Operator's fault.
8. In case of proven damages stemming from inappropriate use of PRM, Client undertakes to cover all costs of replacement of damaged parts and services related to their replacement in order to restore the bike to the initial status, from before rental. The Operator shall submit an adequate receipt to the Client for completion of the necessary repair works. The valuation of the value of individual parts of the bike, which have been damaged out of Client's fault, shall be made on the basis of Annex no 2 to the hereby Terms of Service, further referred to as " Costs of repair and restoring of bike".
9. In case of improper return of the bike out of the Client's fault, the Client bears costs of its further rental and is responsible for any potential theft or damage. In the event of any difficulties with the return of the bike the Client is obliged to contact BOK immediately.

10. Any purposeful damages to the property of Operator will result in commencement of court proceedings. The Operator reserves the right to recover any justified costs, including costs of legal representation, from the person who caused damages or destructions.
11. The Client is responsible for any potential damages which may arise as a result of non-compliance with the Terms of Service, whilst, one of the elements of the damage may be the so called cost of bike restoration, specified in Tables of charges and penalties as well as table of Costs of repair and restoring of PRM Bike.

V. Registration

1. A necessary condition for rental of bikes and the use of PRM system is prior registration of Client and holding the minimum account balance (10PLN).
2. The registration takes place at the internet portal available at the address: pruszkowskirower.pl. In addition, the possibility to register in BOK through telephone contact with BOK employee is allowed, as well as by means of mobile Nextbike application available on devices with iOS and Android system.
3. During the registration process through the website www.pruszkowskirower.pl, via the Nextbike application or via telephone contact with the BOK employee the indication of the following personal details is necessary:
 - a. name and surname,
 - b. contact address, that is city, street including flat/house number, postal code, country,
 - c. email address,
 - d. PESEL number,
 - e. mobile phone number,
 - f. payment card number in case of payment with credit card with the possibility of charging.
4. During registration process at the Terminal, the Client indicates the following personal details;
 - a. mobile phone number,
 - b. name and surname,
 - c. in case of a will to top up an account: credit card number with proximity option.

Other data indicated in clause 3 points b, c and d are required to be filled out by the Client no later than within 24 hours post registration.

5. In order to complete the process of registration a link will be sent to the email address indicated before with a confirmation of data by the Client. Post authorization of the link, the account is verified.
6. During the registration process at the Terminal Client enters the PIN code of his own. Whilst, during the registration via: internet website, Android application and BOK PRM-PIN code is generated automatically. Upon finalization of registration, Client obtains confirmation from the System regarding successful registration and his or her unique PIN number which enables authentication of Client in the System.
7. The condition for registering is entering the real data and the acceptance of conditions defined in the hereby Terms of Service. Customers' personal data will be processed in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46 / EC ("RODO"). The Client has, among others the right to access your personal data and the possibility of correcting, supplementing or changing it. The data administrator is Nextbike Polska S.A. with its registered seat in Warsaw, ul. Przasnyska 6B, 01-756 Warsaw. Submission of personal data is voluntary, but necessary; lack of personal data submission prevents the use of PRM System services. The information on safety of personal data is available within the Privacy Policy document of Nextbike Polska, available at: www.pruszkowskirower.pl Personal data are processed solely for the purpose of proper functioning of PRM System and may be accessible to other entities cooperating with Nextbike exclusively within the framework of the provisions of law in force.
8. Personal data are processed solely for the purpose of proper functioning of PRM System and may be accessible to other entities cooperating with Nextbike exclusively within the framework of the provisions of law in force.
9. The Client further grants consent for receiving via text messages and electronic post information materials concerning services provided by the Operator within the framework of the PRM, as well as anonymous questionnaires sent by means of electronic post or available directly within PRM System,

targeted at obtaining by Operator demographic and profile Client personal data of Clients (such as education level, employment, age). Such data will be used in order to test the preferences of Clients and the adjustment level of Operator's offer to the expectations of Clients, as well as for the statistical analyses and for creation of general image among the Clients which is passed on to Operator's marketing partners. Receiving information materials and disclosure of the above noted data is at all times voluntary and the Client may at any time withdraw from obtaining these materials or questionnaires.

10. The content of individual transactions/rentals is available solely for the parties of the Agreement. Each Client who has performed registration, having logged in, has access to all his transactions/rentals for the period of their storage within the IT system. Client data concerning individual transactions/ rentals are stored by the Pruszków Bike IT system. If there are no overdue payments for the use of bikes, data are deleted immediately post receipt of a request on deletion from the Client. In the event when a complaint has been filed, data are stored until such time as the complaint process has ceased, for the period of 6 months and for the period of a potential proceeding resulting from a complaint, during investigation of Client's claim, for evidential purposes, however, not shorter than 6 months and not exceeding 2 years from the day of issuing the response to the given complaint. In case of a notification within this term (i.e. compensation or indemnification for damages) – data are processed during establishing the potential liability of the Operator/ Client and realization of the issued judgement in this regard.
11. Personal data are processed, stored and secured in accordance with the principles specified in the binding legal provisions.
12. Administrator of personal data-Operator undertakes to maintain confidentiality of personal data and not to disclose them to any third parties, unless, pursuant to a clear authorization from the Client or in the event when such authorization will result from a specific provision of law. This obligation shall remain in force post expiry of the legal relationship which is between the Lessee and the Operator.
13. In order to adjust the content and the services to the individual needs and interest of Clients, the Operator uses the so called cookies, which is information saved by the server of the Service on Client's computer, which the server may read during each connection from the given computer. Cookies files provide statistical data regarding Client traffic and their use of the particular PRM pages, as well as enable a swift provision of Services. The Client may at any time switch off the option of accepting cookies in his browser settings, however, this may trigger problems and in some cases disable the use of the System.

VI. Payment methods

1. Payment for bike rental may be conducted by means of:
 - a. debiting the account of payment card of the Client, or
 - b. crediting the pre-paid Account via bank transfer or through payment via payment card, in particular, via www.pruszkowskirower.pl portal from which the means will be charged in the amounts as indicated in Tables of charges and penalties, and subsequently transferred to the account of the Operator.
2. Launching the order of payment card debiting takes place upon registration, by entering the payment card number, which is credit card, debit card within the Terminal, during the contact with BOK, as well as via Nexbike mobile application available on iOS system and Android system devices.
3. All payments are transferred to the account of Operator.
4. At Client's request the Operator may issue a VAT invoice solely and exclusively for the paid ride. For this purpose the Client should contact the Operator via electronic means to the email address of the Operator, indicating data necessary for VAT invoice issuance, date and time of rental of bike and number of bike.
5. The Operator will send a VAT invoice via electronic means to the email address from which the Client contacted the Operator. In particularly justified cases the Operator may send a VAT invoice to another email address, indicated by the Client.

VII. Rental

1. Bike rental is possible in case a Client has an active account status. Active account status is understood as:

- a. a minimum amount of 10 PLN gross on the pre-paid Account, through topping up by means of transfer or by single payment with the use of payment card,
 - b. defining which form of payment of the payment card with possibility of debiting, via terminal or via contact with BOK, through which these means are automatically transferred.
2. Bike rental is possible at any Station:
 - a. In case of bike locked with electric lock; post prior launching of the Terminal, logging in and proceeding in line with the instructions displayed on the device of the Terminal. Release of electric lock is signalized via adequate message displayed on the Terminal as well as a sound signal.
 - b. In case of bike secured solely via digital lock; via Terminal, by means of mobile application Nextbike or post telephone contact with BOK employee at +48 22 382 13 12 (cost of telephone connection in line with operators' tariffs)
 3. Rental commences once the procedure of rental specified in clause 2. is completed.
 4. During the rental the Client obtains the number for the code lock within the rented bike. This number may be confirmed until the return time at the Terminal, on Nextbike application as well as in BOK.
 5. Client is obliged, prior to a ride, to make sure that the bike is fit for use, and in particular:
 - a. That tyres of the bike are pumped up, brakes are fit,
 - b. The bike has a securing line, also called a clamp.
 6. Once the bike is released, the Client is obliged to secure the rope in such a way so as to prevent it getting into the wheel.
 7. In case of discovering during the bike rental any defects of the bike, the Client is obliged to immediately report the problem to BOK and return the bike to the closest Station.
 8. Rental and use of an unfit bike by the Client may result in his liability for any defects or damages resulting from the use.
 9. It is recommended that the Client has, during rental, a working mobile phone to make phone connections by its means.
 10. The carrier mounted in front of the bike is suitable solely for the carriage of light items. In order to ensure safety and at the risk of damaging the bike it is not allowed to place any heavy items within the basket. Maximum mass of carrier's load for a standard bike cannot exceed 15 kg, for tandem type of bikes-5 kg. Items placed in the basket may not hang out of the rim of the basket and they should not contain any sharp edges. If an accident occurs due to inappropriate use of the basket, the Client bears responsibility for it and will cover any costs arising from it. The Operator shall not bear responsibility for damages to items or goods carried in the basket.
 11. Maximum load of a:
 - a. standard bike cannot exceed 120 kg
 - b. tandem cannot exceed 170 kg
 12. In case of any problems with the rental or return of the bike from the Station the Client is obliged to contact BOK by phone. The employee of BOK will inform the Client of further actions to be taken. The rented bike ought to be used in line with its designation. The bike as a transport means is designated to move between Stations. It is not allowed to use bikes for mountain rides, jumps, stunt tricks, as well as racing and using the bike to pull or push anything is not allowed.

VIII. Duration of rental

1. The Client is obliged to return the bike no later than within 12 hours from its rental.
2. Exceeding the 12 hour duration of rental causes charging additional fees and penalties in accordance with the Tables of charges and penalties.

IX. Repairs and failures

1. Any failures ought to be reported by phone to BOK. In case of each failure which prevents further ride the Client is obliged to stop and inform BOK via telephone as well as return the bike to the closest Station.
2. It is forbidden to conduct any repairs, modifications or replacements of parts within the rented bike on one's own. The sole authorized entity for such actions is Service, which is in possession of a signed agreement for servicing PRM.
3. The Client is obliged to have the possibility to contact BOK during the entire rental time, thus to do so he or she ought to be in possession of a mobile phone with the number registered in the System.

X. Return

1. Client is obliged to connect the bike with the bike stand in such a way so as the adapter mounted to the bike fork enters the electric lock which is an integral part of the stand and hold the bike until automatic closure of the lock. Automatic closure of the lock is signaled with sound signal and physical closure of the bike in the lock. It is recommended that Client ensures that the bike was correctly returned. He may do so by means of logging onto the Terminal, via mobile application Nextbike or through contacting BOK.
2. In the case of lack of possibility of fastening the bike into electric lock (lack of free stand at the station or failure of a given station) the Client is obliged to return the bike with the use of code lock, connecting the bike into the stand or to another bike located at the station, blocking the lock, pressing the button "Return" on electronic part of the Terminal and proceeding in accordance with instructions on the display. Upon blocking the lock, the Client may also return the bike via website pruszkowskirower.pl, mobile application Nextbike or through contacting BOK.
3. It is thus assumed that in order for a bike return to occur through telephone contact with CK Veturilo, the Client ought to be present at the Station on which a bike return is to be conducted.
4. The Client is bound by the obligation of correct return and securing of the bike, as specified in points X.1 to X.3 under the pain of:
 - a. calculation of fees for the use of bike in accordance with the accepted pricelist, and in case of rental exceeding 12 hours, calculation of additional fee in the amount of 200 PLN.
 - b. calculation of fee for loss, theft or damage of a bike in accordance with Annex no. 1;
 - c. Temporary blocking of Client's account.
5. In case when during rental of a bike an accident or collision occurs, Client is obliged to write a statement or call the Police to the site. If, during the event a bike gets damaged, all fees related to restoring bike and bringing it to the state from before the accident/collision will be borne by person responsible for the incident prior to previous submission of a document with indication of the perpetrator. In a different case all costs related to the repair are borne by the owner of the account. Furthermore, in case of the occurrence of the above event the Client is obliged to inform BOK no later than 24 hours post the event occurrence.

XI. Charges

1. Charges calculated according to the rates specified in the Tables of Charges and Penalties shall constitute Appendix 1 to the Terms of Service. The basis for the calculation of a charge is the number of minutes of rental, measured from the moment of bike rental at the Terminal, or from the moment of obtaining the code lock which releases the securing rope, to the moment of connecting the bike with electric lock or obtaining the confirmation from the System regarding the confirmation of bike return.
2. Charges for the use of rental are diverse and depend on the length of time of bike rental. Fee is calculated for each rented bike and constitutes a sum of receivables for subsequent time intervals.
3. Time of charging of fees is divided into one-hour periods with the exception of the first hour of rental during which the period of the first twenty minutes of rental is calculated and the subsequent forty minutes of rental.
4. In case when charging the fee for the ride exceeds the means on the account the Client is obliged to top up his pre-paid Account at least to reach the balance equal to 0PLN within 7 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. The Operator is entitled

to calculate statutory interest from the amounts overdue calculated from the day of maturity until the day of factual repayment made in full.

5. During the term of the agreement with the PRM Operator, the payments towards rentals (top up amount) are non-refundable.
6. In case of proven abuses related to the inappropriate use, in particular, conducting unauthorized rentals of bikes, the Client is charged with a penalty indicated in the Table of charges and penalties of the PRM.

XII. Responsibility

1. The Operator provides service of PRM and bears responsibility for its correct functioning.
2. The Operator shall not bear responsibility for any direct or follow up 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, with the exclusion of damages at Operator's fault.
3. The Client should direct claims and complaints in the form specified in Section XIII.
4. The Operator reserves the right to disclose Client's data, in case of a necessity of disclosing the data to the authorized persons stems from the binding legal provisions.

XIII. Complaints

1. The recommended term for submission of complaints is within 7 days from the date of the event which caused the complaint.
2. 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 bok@pruszkowskirower.pl
 - b. via post to the address of the Operator, specified in clause I.3
 - c. in person at the headquarters of the Operator.
3. 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.
4. The complaints which do not contain data such as: name, surname, address, PESEL number, which would allow for an identification of the Client will be left unanswered by the Operator.
5. Submitting a complaint does not release the Client from the obligation of a timely realization of the obligations towards the Operator.
6. The Operator reviews the complaint within 14 days from the date of obtaining it or supplementing it, and in particularly complex matters this occurs within 30 days, while in case the complaint concerns the transaction conducted with the use of payment card it might take up to 90 days (in exceptional cases) from the date of the complaint submission. 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.
7. The process of considering the complaint commences immediately post its receipt by the Operator.
8. The Client grants consent for the reply to the complaint to be sent via electronic means or via post to the correspondence address in a way indicated within the complaint. In particularly justified cases the Operator may send a reply to another email address, indicated by the complaining person.
9. The consideration of a complaint consists of an identification of the problem, assessment of its justification and settlement of the problem submitted by the Client or a conduct of adequate actions in order to remove any potential irregularities, causes of their occurrence and to grant a thorough, and professional in form and in content reply.
10. Operator issues a reply which includes the position of the Operator regarding the complaint, its justification and the information regarding the appeal procedure.

11. The Client has the right to appeal against the decision issued by the Operator. The appeals ought to be sent regardless of the method of submission-letter, email- no later than within 14 days from receipt of the decision by the Client which he wishes to appeal against. The appeal will be considered within 14 days from the day of its submission to the Operator.
12. The Client may:
 - a. direct an appeal against the decision of the Operator directly to the postal address of the Operator or BOK within 14 days from the date of receipt of the reply to the complaint,
 - b. launch civil action in the adequate court.

XIV. Withdrawal from the Agreement:

1. The Client may withdraw from the Agreement concluded with the Operator-on the basis of the provisions of law, without indicating the cause, within the term of 14 days from the date of its conclusion. The term is considered as fulfilled if prior to its expiry the consumer posts a statement of withdrawal from Agreement.
2. The Client may withdraw from the Agreement via:
 - a. sending to the Operator's email address bok@pruszkowskirower.pl a statement regarding withdrawal from Agreement,
 - b. sending to the postal address of the Operator, specified in clause I.3 a written declaration of withdrawal from Agreement. For this reason the Client may avail of the form on withdrawal from Agreement enclosed in Appendix no. 2 to the act on consumer rights (Journal of Laws of 2014, item 827 as amended), however, this is not obligatory.
3. 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 the services occurs no later than within 14 days from the day of receipt by the Operator of the declaration regarding withdrawal from the Agreement. The return of payment is conducted with the use of the same payment methods which were used by the Client in the initial transaction, unless within the declaration of withdrawal from the Agreement the Client agreed to another solution. Another solution ought to be indicated by the Client within the submitted declaration.
4. Right to withdraw from Agreement shall not be in possession of Client with reference to agreements specified in art. 38 of the act on consumer rights. (Journal of Laws from 2014, item 827 as amended) and in particular it shall not be possible post realization of Agreement.

XV. Termination of the Agreement at the request of the Client

1. The Client has the right to terminate the Agreement. Termination in the written form must be sent to the electronic address bok@pruszkowskirower.pl or to the postal address of the Operator.
2. The termination of the Agreement takes effect within 14 days from the date of receipt of the termination by the Operator.
3. Upon terminating the Agreement the Client is obliged to top up the means on the pre-paid Account to reach the balance of 0PLN.
4. If the means on the pre-paid Account exceed 10 PLN on the day of termination of the Agreement, the unused means will be returned to the account from which they had been paid at the clear request by the Client, other, indicated within the termination. The returned amount will be decreased by the transfer fees.

XVI. Final Provisions

1. The acceptance of the hereby Terms of Service and the rental of the 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 Operator reserves the right to terminate the Agreement subject to 14 day notice period when a Client breaches the provisions of the hereby Terms of Service (i.e. Lack of acceptance of new Terms of Service, failure to return the bike in the required timeframe). Client shall be entitled, towards the Operator, to submit claims related to the return of means from Client Account, provided that these have not been already used by the Operator to cover the required obligations chargeable to the Client.

3. Operator is entitled 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 or to the Privacy Policy will be sent to the 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 within 14 days from the day of its posting to the Client indicates acceptance of introduced changes within Terms of Service.
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 foreign language version of the Terms of Service, the Polish version of the document shall prevail.

Appendix no. 1 Table of Charges and Penalties

Type of charges		Gross value
Initial fee		10 PLN
Fee for bike rental The fees for each rental period sum up	Duration of rental	
	from 1 to 20 minutes	0 PLN
	from 20 to 60 minutes	1 PLN
	from 61 to 120 minutes	3 PLN
	from 121 to 180 minutes	5 PLN
	From 181 to 240 minutes and each subsequent hour	+7 PLN
Letter notifications regarding breaching the Terms of Service		10 PLN
Bike return in another location than the station		180 PLN
Payment for exceeding the 12 hour limit of rental		200 PLN

Penalties	
Theft, loss or damage of a children bike	2000 PLN

Fees specified in the table are VAT tax inclusive

Appendix no. 2 Costs of repair and restoration of bikes

NAME	unit of measurement	PRICE	VAT 23%	TOTAL
Fork adapter	piece	84.00 PLN	19.32 PLN	103.32 PLN
Front mudguard	piece	9.50 PLN	2.19 PLN	11.69 PLN
Back mudguard	piece	9.50 PLN	2.19 PLN	11.69 PLN
Chip	piece	24.78 PLN	5.70 PLN	30.48 PLN
Tube 26x2.125	piece	8.40 PLN	1.93 PLN	10.33 PLN
Bell	piece	3.60 PLN	0.83 PLN	4.43 PLN
Brake lever, right side	piece	9.92 PLN	2.28 PLN	12.20 PLN
Pipe TP-06 Allu. Regulated/ Silver	piece	0.60 PLN	0.14 PLN	0.74 PLN
Roller brake	piece	134.90 PLN	31.03 PLN	165.93 PLN
Bars	piece	17.81 PLN	4.10 PLN	21.91 PLN
Brake pads	piece	4.70 PLN	1.08 PLN	5.78 PLN

Set of brakes (clamps)	piece	15.57 PLN	3.58 PLN	19.15 PLN
Left crank	piece	19.50 PLN	4.49 PLN	23.99 PLN
Crank with rack	piece	28.00 PLN	6.44 PLN	34.44 PLN
connection block	piece	6.30 PLN	1.45 PLN	7.75 PLN
Basket	piece	8.85 PLN	2.04 PLN	10.89 PLN
Front light	piece	19.93 PLN	4.58 PLN	24.51 PLN
Back light	piece	11.63 PLN	2.67 PLN	14.30 PLN
Brake line (band)	piece	2.46 PLN	0.57 PLN	3.03 PLN
Line (band) of rear dérailleur	piece	1.90 PLN	0.44 PLN	2.34 PLN
Chain	piece	5.70 PLN	1.31 PLN	7.01 PLN
Basket fix	piece	18.06 PLN	4.15 PLN	22.21 PLN
Chain guard fix	piece	6.72 PLN	1.55 PLN	8.27 PLN
Back reflector	piece	1.59 PLN	0.37 PLN	1.96 PLN
Tyre (26 x 2.125)	piece	27.41 PLN	6.30 PLN	33.71 PLN
Carrier guard (back)	piece	24.61 PLN	5.66 PLN	30.27 PLN
Chain guard	piece	5.70 PLN	1.31 PLN	7.01 PLN
Brake line shell	meters	1.67 PLN	0.38 PLN	2.05 PLN
Rear derailleur shell	meters	2.11 PLN	0.49 PLN	2.60 PLN
Set of pedals	piece	13.26 PLN	3.05 PLN	16.31 PLN
Front hub (dynamic)	piece	164.90 PLN	37.93 PLN	202.83 PLN
Back hub	piece	130.05 PLN	29.91 PLN	159.96 PLN
Rear derailleur pusher	piece	8.87 PLN	2.04 PLN	10.91 PLN
Front tyre with dynamo	piece	196.00 PLN	45.08 PLN	241.08 PLN
Rear derailleur with steering module	piece	20.40 PLN	4.70 PLN	25.10 PLN
Lamp cables	meters	5.12 PLN	1.18 PLN	6.30 PLN
Bike frame	piece	457.38 PLN	105.20 PLN	562.58 PLN
Left handle	piece	5.49 PLN	1.26 PLN	6.75 PLN
Right handle	piece	4.71 PLN	1.08 PLN	5.79 PLN
Saddle	piece	15.30 PLN	3.52 PLN	18.82 PLN
Advertisement sides	piece	33.60 PLN	7.73 PLN	41.33 PLN
Headsets	piece	5.69 PLN	1.31 PLN	7.00 PLN
Footer/ support	piece	14.40 PLN	3.31 PLN	17.71 PLN
Support 115mm	piece	12.56 PLN	2.89 PLN	15.45 PLN

Front spoke	piece	0.27 PLN	0.06 PLN	0.33 PLN
Back spoke	piece	0.27 PLN	0.06 PLN	0.33 PLN
seat pillar	piece	15.63 PLN	3.59 PLN	19.22 PLN
Roller brake screw	piece	19.90 PLN	4.58 PLN	24.48 PLN
Brake lever adjusting screw	piece	0.62 PLN	0.14 PLN	0.76 PLN
Back 3 speed wheel	piece	148.50 PLN	34.16 PLN	182.66 PLN
Fork	piece	43.00 PLN	9.89 PLN	52.89 PLN
Handlebar stem	piece	16.93 PLN	3.89 PLN	20.82 PLN
seat tube	piece	6.00 PLN	1.38 PLN	7.38 PLN
Lock code ABUS	piece	56.10 PLN	12.90 PLN	69.00 PLN
Electric lock	piece	672.00 PLN	154.56 PLN	826.56 PLN