

**Terms of Service
of Otowcki Rower Miejski System**

Valid from 28 August 2019

I. General Provisions

1. The hereby Terms of Service specify the principles and conditions of using Otowcki Rower Miejski System (hereinafter: ORM), launched and operating within the administrative borders of the city of Otwock.
2. Terms of Service of ORM as well as the Privacy Policy are available free of charge on the internet website www.otwockirower.pl in such a way so as to enable familiarising with the content, obtaining, broadcasting and recording it. These documents may be obtained at the headquarters of Nextbike Polska S.A. with its registered seat in Warsaw, which is the Operator of ORM.

3. Contact:

Nextbike Polska S.A.
ul. Przasnyska 6b
01 – 756 Warszawa
e-mail: bok@otwockirower.pl
tel.: 22 123 06 38

4. Nextbike Systems are compatible, that is setting up an account in one of the systems enables the use of bike rental stations in other cities, unless the terms of service of a given system indicate otherwise: Current list of cities in which Nextbike systems are active may be found under the following address <https://nextbike.pl/o-nextbike/>.

II. Definitions

1. **Nextbike Mobile Application** – mobile application enabling the use of ORM. The use of Mobile Application is possible on smartphone type of devices with an adequate, valid Android or iOS system, which facilitates the download of Mobile Application from an online store. The Application is available for download free of charge at Google Play stores and Apple AppStore, whilst permanent access to the Internet as well as registration of Client Account within ORM System is the condition for its download and use.
2. **Adapter** – an element mounted on the fork of the ORM bike front wheel's fork which connects the bike with an Electric lock.
3. **Contact Centre (CC)** – service launched by the Operator, ensuring that the Clients have contact with the Operator by means of:

infoline available 24/7 at the following number: 22 123 06 38
electronic post under the address bok@otwockirower.pl

Information regarding the functioning of CC are available on the internet website www.otwockirower.pl
4. **Account Blockade** – preventive measure consisting of preventing the use of ORM, which may be applied by the Operator in case of breaching by the Client of provisions of the hereby Terms of Service, in particular in case of a breach which constitutes a damage to the property of the Operator.
5. **Promotional Voucher** – a voucher offered by the Operator which enables topping up Client Account. The voucher amount and its designation is established by the Operator and it is non-refundable. The means from the vouchers are used in the first place, prior to the means paid in by the Client.
6. **Price List and Table of Additional Fees** – price list for ORM services and charges, constituting an integral part of the Agreement. Price List and Table of Additional Fees constitutes Appendix no. 1 to the hereby Terms of Service and is available on the internet website as well as within Nextbike Mobile Application.

7. **Duration of Rental** – time counted from the moment of Rental (releasing of electric lock combined with sound signal) until the moment of Bike Return through connecting it with an electric lock and blocking the Bike. In case of lack of free electric locks, through connecting the Bike with digital lock to the stand or to another correctly secured Bike located at ORM Station. Post blocking the digital lock, one must complete Rental through the Terminal, Mobile Application or by contacting CC. Sole connecting the Bike does not signify its Return.
8. **Electric lock** – mechanism which releases/blocks ORM Bikes in the docking station. Electric lock constitutes an integral part of each stand at the Station of ORM Bikes. Its automatic closure and blockade of a Bike is combined with a sound signal.
9. **Client Identifier** – individual number assigned to a Client, corresponding to the number of the mobile phone indicated during registration and a 6-digit PIN number. Any RFID proximity card may also constitute an identifier. Details concerning registration and Client identifiers have been described in Section VI Registration.
10. **Client/User** – any natural person, user of the ORM System who has accepted Terms of Service and carried out registration at the ORM System thereby concluding Agreement with the Operator.
11. **Client Account/Account** – personal Client Account created during registration for the purposes of using ORM System as well as charging fees in line with Appendix no. 1 to the Terms of Service. The Client may link compatible cards and mobile devices with his or her account at ORM, in accordance with RFID standard, facilitating the process of Bike Rental.
12. **Cost of repairs** – cost calculated by the Operator in relation to the damage of a Bike, based on the price list constituting Appendix no. 2 to the hereby Terms of Service.
13. **Top up amount** – payment of the minimum of 1 PLN submitted towards Rentals onto Client Account. The first payment should be made in the amount of minimum 20 PLN: 10 PLN Initial fee (non-returnable) and 10 PLN to maintain the Minimum Account balance (to be used for Rentals).
14. **Minimum Account balance** – minimum balance which a Client ought to have in order to be entitled to a Bike Rental.
15. **Non-authorized ride** – it ought to be understood as the use of Bike without a registered Bike Rental on Client Account.
16. **Operator** – company Nextbike Polska S.A. realizing the service of ORM maintenance 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, XII Economic Department of the National Court Register under KRS number 0000646950, REGON 021336152, NIP 8951981007.
17. **Initial fee** – Initial fee - the amount paid by Clients upon registering and activating an account in the ORM System. The level of the Initial fee has been defined in Appendix no. 1. The initial payment is one-off and non-returnable.
18. **Privacy Policy** – separate document to the document of Terms of Service, which specifies the conditions for the processing of Client personal data by the Operator. The Privacy Policy may be found at the following address: <https://otwockirower.pl/polityka-prywatnosci/>.
19. **Explanatory proceeding** – 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 the Terms of Service, accidents and collisions or damages to the property of the Operator.
20. **Terms of Service** – the hereby Terms of Service shall define the principles and conditions of availing of the ORM System, and in particular, conditions, scope of rights and obligations and responsibility of persons who avail of the possibility of renting bikes in the ORM System.

21. **Children Bike 6+** – bike equipped in wheel rims in the size of 20 inches, designated for the use by one child at a time who is above 6 years old and who has a minimum height of 120 cm and body weight up to 60 kg. The use of Children Bikes may occur exclusively under supervision of adults.
 22. **Standard Bike** – basic type of bike made available within the ORM System by the Operator. Bikes of this type are designated for use by one person who completed the age of 13 and is above 150 cm tall. Bikes of this type have wheels with rims measuring 26 inches and their load capacity amounts to 120 kg. They are equipped in a basket with a deadweight of maximum 5 kg.
 23. **ORM Service** – actions performed by the Operator in relation to the exploitation, repairs and maintenance of the ORM System.
 24. **ORM Station** – place of Client Rental or Return of each type of ORM Bikes to designated bike stands, marked at the Terminal with a ORM symbol. Information about locations of the stations may be found on the internet website as well as in the Mobile Application.
 25. **User zone**-administrative borders of the city of Otwock.
 26. **Website** – internet website launched by the Operator, www.otwockirower.pl which contains all necessary data for the commencement and subsequent use of the ORM System.
 27. **System Otwocki Rower Miejski/System ORM/ORM** – system of Bike rental stations launched by the Operator, which includes, in particular, Bikes, technical infrastructure, software and devices which enable Rental and Return of Bikes.
 28. **ORM Terminal/ Terminal** – device designated, among others: for registering Clients in the ORM System, Rental and Return of Bikes, conduct of payments with payment cards.
 29. **Agreement** - Agreement between the Client and the Operator which establishes mutual rights and obligations specified in the Terms of Service. It is considered that the Agreement containing the provisions of the hereby Terms of Service shall be automatically concluded at the time of Registration of the Client within the ORM system, 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. Personal Data Controller shall be Nextbike Polska S.A.
 30. **Bike Rental/ Rental** – unblocking of the Bike by means of Client Identifier or via another method as specified in Clause VI.5 in order to commence a journey. Rental process is specified in detail in Clause VII of the Terms of Service.
 31. **Digital lock / clamp** – additional line designated for securing the Bike. The blockade constitutes an accessory of each ORM Bike.
 32. **Bike Return/Return** – returning a Bike to a ORM Station through placing the adapter inside the Electric lock. The process of Return is specified in Clause IX of the Terms of Service. Sole securing of the Bike by means of a clamp shall not be understood as its Return.
- III. General rules of using the Otwocki Rower Miejski System.**
1. The Client may register one account within Otwocki Rower Miejski System.
 2. The condition for the use of the ORM System is the submission by the Client: of the required personal data upon registration, the acceptance of conditions defined in the hereby Terms of Service, as well as payment of initial fee and clicking on the activation link. The condition for the use of ORM is, furthermore, maintenance of a minimum top up level on the Client Account during the time of each rental, in the amount of no less than 10 PLN (in words: ten zloty).
 3. Persons who are above 13 years of age but did not complete 18 years of age (further referred to as Minors) may avail of the ORM System subject to the consent of their parent or legal guardian. Such parent or legal guardian bears responsibility on account of any potential damages which may occur, in particular in relation to the non-execution or incorrect execution of the Agreement and they undertake to cover ongoing commitments specified in Appendix no. 1 and Appendix no. 2. It is required

that consent of at least one of the parents or legal guardians for the use of Account by a minor was submitted to the Operator:

- a. in the form of a scanned letter via electronic means to the address bok@otwockirower.pl,
- b. via registered letter sent to the address of the Operator,
- c. submitted in person at the headquarters of the Operator.

The consent should include:

- d. telephone number of the minor on which the Account is registered,
- e. first name and surname of the parent or legal guardian,
- f. consent for the use of ORM System by the minor,
- g. first name and surname of the minor,
- h. PESEL number of the Minor,
- i. handwritten signature of the parent or legal guardian,
- j. date and place of granting the consent.

Sample consent may be found at www.otwockirower.pl

3. Minors below 13 years of age may use the bikes solely under supervision of their parent or legal guardian.
4. The Client may rent up to four Bikes simultaneously.
5. The use of Rented Bikes is permitted within the User Zone, subject to the provisions of Clause VII.9 of the hereby Terms of Service.
6. The use of ORM Bike System may take place solely for non-commercial purposes under the pain of charging additional fees in accordance with Appendix no. 1.
7. Parties to the Agreement undertake to mutually inform one another of any changes to the addresses or other data identifying the parties, which have been indicated during registration in the system.

IV. Responsibility and commitment

1. The Operator realizes services related to the maintenance of ORM System and bears responsibility for its proper 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 caused by the Operator purposefully.
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.
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 of the Operator, he shall be entitled to block the Client's account. Detailed conditions related to such blocking have been specified in Clause XI of the hereby Terms of Service.
5. The Client shall be responsible for all damages and demolitions stemming from non-compliance with the Terms of Service. The Client may be charged with costs of repair of such damages, including the cost of bike restoration specified in Appendix no. 1 Price list and Table of Additional Fees and Appendix no. 2 Costs of repair and restoring of a bike in the ORM System. The Operator shall submit an adequate receipt or VAT invoice to the Client for completion of the necessary repair works.
6. 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. The Client shall not bear any responsibility for tickets, fees etc. which have been imposed on them and which stem from the Operator's fault.
7. Bikes are a supplementation of urban means of transport. It is not permitted to use ORM Bikes for mountain trips, jumps, stunts. It is not permitted to use the Bike to pull or push anything. Racing and

using the Bike in order to pull or push anything is forbidden. Carrying luggage is allowed solely by means of a basket designated for this purpose; it is not permitted to hang anything on the bike frame or on any other bike elements. Bike handle placed in tandem bikes is used only for transporting, protected against falling and spilling, drinks.

8. The use of ORM Bikes by persons under the influence of alcohol or other narcotic substances, psychotropic substances or equivalents in the meaning of provisions on counteracting drug addictions; strong anti-allergic drugs, other medicines which by definition are forbidden or recommend not to be applied for drivers of any vehicles, is forbidden.
9. Transport of ORM Bikes by means of vehicles and other means of transport owned by private persons is forbidden. The Operator reserves the right to remove inadequate protections applied by the Client.
10. The use of any protection which is not a standard ORM 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.
11. The Client is responsible for the Bike he or she rents from the moment of Rental to the moment of Return.
12. In case of lack of return of a Bike due to any reason, including also in case of its loss or theft, the Client shall be burdened with a contractual penalty in accordance with Appendix no. 1 for each lost Bike.
13. 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.
14. In the event of theft of the Bike that occurs during Rental, the Client is obliged to inform CC immediately after noticing the incident.
15. In case of improper Bike Return 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 Bike Return, the Client is obliged to contact CC, while remaining by the Bike.

V. Payments

1. Fees within the ORM System are calculated according to the rates enclosed in Appendix no. 1 Pricelist and Table of Additional Fees, available on the website, within Mobile Application as well as at CC. The basis for calculating the fee for the use of a Bike is the Duration of Rental.

Fees for Standard Bikes (regardless of the system to which they belong) are calculated according to the rates within the Pricelist in place in the city (one of the cities from the User Zone) in which the Standard Bike was rented.

2. Payment for services and products offered within the ORM system may be conducted through:
 - a. the use of payment cards,
 - b. online payments available after logging in onto the website, to one's Client Account,
 - c. through payment form, realized at a post-office or at a bank, generated by the payment operator. The form is available upon logging in on the website, within Client Account,
 - d. through authorizing the ORM System Operator to charge one's credit or debit card with all calculated fees, including also the amounts payable in relation to each delayed return, fees on account of damages, theft or loss of Bike/Bikes.
3. Information concerning credit or debit cards are processed by external service providers and are not stored nor disclosed to the Operator.
4. All payments are transferred to the account of Operator.

5. At Client request, the Operator will provide the Client with VAT invoice. To do so, the Client shall contact the Operator by email to the address of the Operator, in order to indicate the necessary data for the issuance of VAT invoice.
6. In case when charging the fee for the ride exceeds the means on the account the Client is obliged to top up his or her Account at least to reach the balance equal to 0 PLN within 3 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 ORM Operator is entitled to transfer the overdue receivables towards the Client, stemming from the Agreement concluded with him, onto third parties, which will entitle these third parties to pursue the said receivables from the Client. The ORM Operator reserves the right to entrust recovery of Client liabilities onto debt-recovery firms.
8. Reimbursement of fees paid towards Rentals may be carried out after termination of Agreement. During the term of the agreement with the Operator of ORM system the payments towards Rentals (top up amount) are non-refundable.
9. The amounts of Promotional Vouchers which have been used to top up Client Account are not subject to reimbursements. They are used prior to the means paid in by the Client. Details concerning: level of amount, validity term and cause of designation of the Promotional Voucher have been specified in the valid Rules of Promotion, available on the website.

VI. Registration.

1. Prior registration by the Client within the System as well as making of the Initial Fee payment are the necessary conditions for the use of ORM System.
2. Registration may be realized through:
 - a. Website,
 - b. Mobile Application,
 - c. Terminal,
 - d. Telephone contact with CC
3. During the process of registration, realized in accordance with Clause VI.2. a,b,d indication of the following data shall be required:
 - a. Mobile phone number,
 - b. first name and surname,
 - c. contact address, that is city, street including flat/house number, postal code, country,
 - d. Email address,
 - e. PESEL number.

One must note at least the information that the Client has read and accepted Terms of Service of the ORM System as well as the Operator's Privacy Policy.

4. During the registration realized through the Terminal indication of the following personal data is required:
 - a. Mobile phone number,
 - b. established by oneself PIN code,
 - c. payment card number with the option of debiting (which is an equivalent of defining payments in accordance with Clause V.2.d of the Terms of Service),
 - d. First name and surname.

One must note at least the information that the Client has read and accepted Terms of Service of the ORM System as well as the Operator's Privacy Policy. The Client is obliged to fill out the remaining data specified in Clause VI.3.c,d,e within 24 hours from registering.

5. PIN code along with a telephone number serves the purpose of logging in to the Client Account. Data for logging in for the method of registration:
 - a. in accordance with VI.2.a,b,d are sent via text message under the telephone number indicated in the email message to the address specified upon registration,
 - b. in accordance with VI.2.c (through Terminal) are sent via text message at the indicated telephone number.

To ensure the process of logging in to the Account and Bike Rental, the Client may connect an RFID card to his or her Client Account. Method of connecting the card with Account is described within the manual available on the website and in CC.

6. A link will be sent to the email address indicated by the Client. The Client is obliged to click on the link within 24 hours from receiving the message. Clicking on the link serves the purpose of verifying the correctness of an email address and is one of the elements which must be fulfilled in order to activate Client Account.
7. Lack of filling out the data within 24 hours from the moment of registering may cause Account Blockade.
8. Lack of verifying the email address through clicking on the link within 24 hours from obtaining the link may cause Account Blockade.
9. Client Accounts which contain incorrect personal data with 0 PLN account balance may be automatically deleted from the ORM database.

VII. Rental

1. Bike rental is possible provided that the Client has an active account status. Active account status is understood as:
 - a. Fulfilment of conditions of Clause VI. Registration
 - b. having a minimum amount of 10 PLN on the Client Account, or
 - c. defining at the Terminal, within Nextbike Mobile Application or via the website one's credit card with the possibility of charging as the preferred form of payment, from which the funds will be automatically charged.
2. ORM Bikes may be rented by means of:
 - a. Mobile Application,
 - b. Terminal, also with the use of RFID card for identification,
 - c. Contact with CC.
3. Bike Rental is possible at any ORM Station, subject to Clause II.31 of the Terms of Service.
4. Rentals of ORM Bikes commence at the time of Bike release from Electric lock, confirmed by a sound signal. Rental of a ORM Bike secured with a clamp commences at the time of selecting the option of RENTAL at the Terminal or within the application or at the time of acceptance of an order of Bike Rental by an employee of CC. The Code for the digital lock is available on the display of the Terminal at the time of Bike Rental (Rental at Terminal) or within the application, through Duration of Rental or it is sent via a text message (Rental through CC).
5. 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. Once the Bike is released, the Client is obliged to secure the clamp in such a way so as to prevent it getting into the wheel. In the event when the clamp is missing from the Bike, the Client is obliged to contact CC and inform it of the absence of the clamp.

6. In case of discovering during Rental any failure of the Bike, the Client is obliged to immediately report the problem to CC or via the Mobile Application and return the Bike, if possible, to the closest Bike Station.
7. 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 CC of this fact no later than within 24 hours post the occurrence of a given event.
8. It is recommended that the Client has a mobile phone with them through which connection may be made with CC if necessary.
9. The Rented Bike may be used within the User Zone. 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 within the area of User Zone, otherwise the User will be charged with a fee in accordance with Appendix no. 1.

VIII. Duration of Rental

1. Duration of Rental of the Bike commences at the time of Bike release, in accordance with Clause VII.4 of the Terms of Service. It ends at the time of Bike Return, in accordance with Clause IX.1 of the Terms of Service.
2. The Client is obliged to return the Bike within the maximum Duration of Rental, amounting to 12 hours.
3. Exceeding the duration of hours in a single rental causes additional charging of the fee in accordance with Appendix no. 1.

IX. Return

1. Bike Return is possible solely at a ORM Station, subject to Clause II.31 of the Terms of Service, through:
 - a. connecting the ORM Bike by means of an Adapter to a free Electric lock. Correct blocking of the Bike at a stand will be confirmed by a sound signal as well as a physical closing of the Bike in the lock;
 - b. locking by means of a digital lock in case of lack of free Electric locks. The Bike must be connected to a stand by means of a clamp or another correctly secured Bike, located at a given ORM Station and the digits of the digital lock need to be shuffled. Subsequently, RETURN option must be selected at the Terminal or within the application and then one must follow the instructions displayed on the Terminal or the messages appearing on the mobile phone.
2. In the event of any difficulties with the ORM Bike Return, the Client is obliged to contact CC, while remaining by the Bike.
3. The Client is obliged to correctly return and secure the bike, as specified in Clause IX.1. Failure to adhere to this obligation may result in:
 - a. calculation of fees for the use of a Bike in accordance with the Price List, and in case of rental exceeding the maximum Rental Duration, calculation of an additional fee in accordance with Appendix no. 1 of the Terms of Service,
 - b. calculation of contractual penalty for loss, theft or damage of a Bike in accordance with Appendix no. 1 to the Terms of Service,
 - c. calculation of fees for leaving the Bike from the ORM System outside of a ORM Station, subject to Clause II.31 of the Terms of Service in accordance with Appendix no. 1.
 - d. calculation of the fee for leaving the Bike (regardless of the type) in hardly-accessible place (i.e. closed parking lots by shopping centres, closed residential estates, private properties and other places in which access is hindered for the Bikes within ORM System) in accordance with Appendix no. 1 to the Terms of Service.
 - e. temporary or permanent blocking of Client's account.

Fees sum up.

X. Failures and repairs

1. Any failures ought to be reported by phone to CC or via Mobile Application immediately upon being noticed. In case of each failure which prevents further ride, the Client is obliged to stop and report this via phone to CC as well as, if possible, return the bike to the closest Station.
2. Self-repairs, modifications or replacements of parts within the rented Bike are forbidden. The only authorized entity to perform these actions is ORM Service.
3. The Client has an obligation to have the possibility of contacting CC at all times when renting a Bike.

XI. Blockade of User Accounts

1. The Operator reserves the right to temporarily block Clients account in ORM system in case of non-compliance with the conditions of bike use at ORM, 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 line with its designation;
 - c. leaves the Bike outside of the ORM Station, subject to Clause II.31 of the Terms of Service,
 - d. leaves the Bike unsecured.
3. Account blockade may occur also in case when after Bike Rental by the Client the Bike has been lost.
4. Permanent blockade of Client Account prevents future setting up of other accounts and signifies termination of Agreement with the given Client out of his own fault.

XII. Complaints

1. Blockade of Account may also occur in case when post Bike Rental by the Client the Bike has been lost. Permanent blockade of Client Account prevents any future setting up of subsequent account and is equivalent to the termination of agreement with a given Client through his fault. Submissions which do not contain claims directed at the Operator shall not be considered as complaints.
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 on the basis of the Terms of Service may be submitted:
 - a. via electronic means to the email address indicated in Clause I.3,
 - b. The appeal will be considered within 14 days from the day of its submission to CC.
 - c. via telephone,
 - d. via registered letter to the address of the Operator, specified in Clause I.3
 - e. 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 an indicated term of data on the Account, the indication of which is required by the provisions of the Terms of Service. In case of lack of data that would enable identification of a Client, the Operator will leave such a complaint unattended.
5. The recommended term for submission of complaints should not exceed 7 days from the date of occurrence of the event which constitutes the cause of a given complaint.
6. Submitting a complaint does not release the Client from the obligation of a timely realization of the obligations towards the Operator.
7. The Operator shall process a complaint within 14 days from the date of obtaining it and in case of matters of more complicated nature, this period may take up to 30 days. In case of the necessity to supplement the complaint the term for reviewing the complaint commences on the day of receipt of documents by the Operator which supplement the complaint or which provide additional

explanations/information. In case of an inability to meet the deadline for the review of a complaint, the Operator will inform the Client of any delays, indicating the cause of a delay (circumstances which must be established) and an expected term for the review of the complaint.

8. Response to a complaint shall be posted to the Client via electronic post or traditional post to the correspondence address in a manner specified in the complaint. The Operator may post a response to an alternative address / email address indicated by the Client submitting the complaint within the correspondence.
9. The Client may appeal against a decision issued by the Operator. The appeal will be considered within 14 days from the day of its submission to CC. The appeal will be considered within 14 days from the day of its submission to BOK. The appeal ought to be submitted in one of the following ways:
 - a. via electronic means to the email address indicated in Clause I.3,
 - b. The appeal will be considered within 14 days from the day of its submission to CC.
 - c. via registered letter to the address of the Operator, specified in Clause I.3
 - d. in person at the premises of the Operator.
10. The Client may:
 - a. direct an appeal against the decision of the Operator directly to CC within 14 days from the date of receipt of the reply to the complaint.
 - b. via registered letter to the address of the Operator, specified in Clause I.3

XIII. Termination of Agreement

1. Withdrawal from Agreement:

- a. 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 Client posts a statement of withdrawal from Agreement to the Operator.
- b. The Client may withdraw from the Agreement via:
 - i. sending to the postal address of the Operator, specified in clause I.3 a written declaration of withdrawal from Agreement,
 - ii. sending to the email address of the Operator specified in Clause I.3 a statement on withdrawal from Agreement, For this reason the Client may avail of the form on withdrawal from Agreement enclosed in Annex no. 2 to the act on consumer rights (Journal of Laws of 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. Reimbursement of payment is carried out with the use of the same methods of payment which were used by the Client in the previous transaction, unless they indicated an alternative solution in the declaration of withdrawal from the Agreement.
- 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 funds 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. The appeal will be considered within 14 days from the day of its submission to CC.
 - iii. via registered letter to the address of the Operator, specified 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 ORM System shall be the result of Agreement termination.
 - c. Prior to terminating the Agreement the Client is obliged to top up the means on the Client Account to reach the balance of 0 PLN. via electronic means to the email address indicated in Clause I.3, via electronic means by filling out a contact form available on the website,
 - d. If the funds on the Client Account exceed 0 PLN on the day of Agreement termination they will be reimbursed to the bank account indicated by the Client, unless the Client consented to an alternative solution within Termination of Agreement. The reimbursement of funds shall occur within the maximum of 14 days from the date of termination of the Agreement. Liquidation by the Operator of Client Account within ORM System shall be the result of Agreement termination. 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.

XIV. Transitional regulations - only for Accounts created before August 28, 2019.

1. In connection with the amendment to point II.16 of the Regulations in force from 28.08.2019. The initial payment will not be charged after exceeding the free rental period.
2. Subject to point 3 below, if the Customer Accounts created before August 28, 2019, the Initial Fee on August 28, 2019, will be lower than PLN 10, Customers shall be obliged to additional funds up to 10 PLN by 30/09/2019 r.
3. In the event of failure to make an additional payment to the Initial Fee, by following the above provisions, the Operator reserves the right to block the Account by following point XI of the Regulations.

XV. 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 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 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 or to the Privacy Policy 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 CC 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.

Appendix no. 1 PRICELIST AND TABLE OF ADDITIONAL FEES

Pricelist for: children bike, standard bike
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Payment for rental	Time range	Gross value
	from 1 to 20 minutes	no fees
	from 21 to 60 minutes	1 PLN
	from 61 to 120 minutes	3 PLN
	from 121 to 180 minutes	5 PLN
	each subsequent commenced hour	7 PLN
Fee for exceeding the 12 hour limit of rental		200 PLN
Fee for theft, loss or damage of	standard bike	2900 PLN
	children bike	2300 PLN

Additional fees

Initial fee	10 PLN
Letter notification regarding a breach to the Terms of Service	10 PLN
Leaving the Bike at a Station without securing it	100 PLN
Leaving the ORM Bike outside of a ORM Station in the User Zone	180 PLN
Leaving the Bike outside of the User Zone	500 PLN
Leaving the bike at a hardly accessible place	600 PLN
Ride on a Bike by a greater than allowable by the Operator number of persons for a given type of Bike	100 PLN
Non-authorized ride	100 PLN
Transporting the bike via other means of transport	50 PLN
Removal of applied protections	200 PLN
Use of Bike for commercial purposes	200 PLN

Fees indicated in the tables are VAT tax inclusive.

Appendix no. 2 Costs of repair and restoring of a bike at ORM System

Name	Unit of measurement	PRICE*	VAT 23%	TOTAL
Fork adapter	piece	111,00 PLN	25,53 PLN	136,53 PLN
Front mudguard	piece	8,55 PLN	1,97 PLN	10,52 PLN
Back mudguard	piece	6,30 PLN	1,45 PLN	7,75 PLN
Chip	piece	9,00 PLN	2,07 PLN	11,07 PLN
Tube 26 x 2.125	piece	5,99 PLN	1,38 PLN	7,36 PLN
Bell	piece	2,51 PLN	0,58 PLN	3,08 PLN
Brake lever, right side	piece	6,00 PLN	1,38 PLN	7,38 PLN
Electro lock	piece	0,90 PLN	0,21 PLN	1,11 PLN
Pipe TP-06 Allu. Regulated/ Silver	piece	612,14 PLN	140,79 PLN	752,93 PLN
Roller brake	piece	0,00 PLN	0,00 PLN	0,00 PLN
Handlebars	piece	41,22 PLN	9,48 PLN	50,70 PLN
Brake pads	piece	6,92 PLN	1,59 PLN	8,51 PLN
Set of brakes (clamps)	piece	13,80 PLN	3,17 PLN	16,97 PLN
Left crank	piece	19,50 PLN	4,49 PLN	23,99 PLN

Crank with pinion	piece	20,54 PLN	4,72 PLN	25,26 PLN
Connection block	piece	7,29 PLN	1,68 PLN	8,97 PLN
Basket	piece	17,24 PLN	3,96 PLN	21,20 PLN
Front light	piece	19,67 PLN	4,52 PLN	24,19 PLN
Back light	piece	12,81 PLN	2,95 PLN	15,76 PLN
Brake line (band)	piece	0,59 PLN	0,13 PLN	0,72 PLN
Line (band) of rear dérailleur	piece	0,65 PLN	0,15 PLN	0,79 PLN
Chain	piece	16,56 PLN	3,81 PLN	20,37 PLN
Basket fix	piece	40,50 PLN	9,32 PLN	49,82 PLN
Chain guard fix	piece	1,47 PLN	0,34 PLN	1,81 PLN
Back reflector	piece	0,74 PLN	0,17 PLN	0,90 PLN
Tyre (26 x 2.125)	piece	28,83 PLN	6,63 PLN	35,46 PLN
Carrier guard (back)	piece	23,25 PLN	5,35 PLN	28,60 PLN
Chain guard	piece	5,46 PLN	1,26 PLN	6,72 PLN
Brake line shell	m	0,78 PLN	0,18 PLN	0,96 PLN
Rear derailleur shell	m	0,78 PLN	0,18 PLN	0,96 PLN
Set of pedals	piece	22,14 PLN	5,09 PLN	27,23 PLN
Front hub (dynamic)	piece	0,00 PLN	0,00 PLN	0,00 PLN
Back hub	piece	134,81 PLN	31,01 PLN	165,81 PLN
Rear derailleur pusher	piece	9,08 PLN	2,09 PLN	11,16 PLN
Front tyre with dynamo	piece	271,28 PLN	62,39 PLN	333,67 PLN
Rear derailleur with steering module	piece	40,65 PLN	9,35 PLN	50,00 PLN
Lamp cables	m	1,34 PLN	0,31 PLN	1,64 PLN
Bike frame	piece	1000,00 PLN	230,00 PLN	1230,00 PLN
Left handle	piece	1,19 PLN	0,27 PLN	1,46 PLN
Right handle	piece	1,14 PLN	0,26 PLN	1,40 PLN
Saddle	piece	20,48 PLN	4,71 PLN	25,18 PLN
Advertisement sides	piece	0,00 PLN	0,00 PLN	0,00 PLN
Headsets	piece	4,56 PLN	1,05 PLN	5,61 PLN
Footer/ support	piece	28,91 PLN	6,65 PLN	35,55 PLN
Support 115mm	piece	14,10 PLN	3,24 PLN	17,34 PLN
Front spoke	piece	0,11 PLN	0,02 PLN	0,13 PLN
Back spoke	piece	0,11 PLN	0,02 PLN	0,13 PLN
Seat pillar	piece	17,96 PLN	4,13 PLN	22,08 PLN
Roller brake screw	piece	23,06 PLN	5,30 PLN	28,36 PLN
Brake lever adjusting screw	piece	1,20 PLN	0,28 PLN	1,48 PLN
Back 3 speed wheel	piece	191,76 PLN	44,10 PLN	235,86 PLN
Fork	piece	49,50 PLN	11,39 PLN	60,89 PLN
Handlebar stem	piece	7,80 PLN	1,79 PLN	9,59 PLN
Seat pillar clamp	piece	4,28 PLN	0,98 PLN	5,26 PLN
Code lock	piece	70,49 PLN	16,21 PLN	86,70 PLN

*May be subject to changes