

REGULATIONS OF THE CITY BICYCLE SYSTEM

Żarskie Rowery

I. PRELIMINARY PROVISIONS

1. These Regulations set forth the terms and conditions and rules for the use by Customers of the **Żarskie Rowery** System in **Żary**, which operates in the area designated by the **Municipality of Żary with urban status, pl Rynek 1-5, 68-200 Żary** in accordance with Appendix No. 1 to the Regulations.
2. These Terms and Conditions are available at <https://zarskierowery.bike> and on the dedicated ROOVEE app.
3. The operator of the **Żarskie Rowery** system is ROOVEE S.A, with its registered office in Warsaw, 33a/7 Ryżowa Street, 02-495 Warsaw (hereinafter: "**Operator**"). The Operator performs services related to the operation of the system in the city of **Zary**. The Operator may be contacted through a dedicated customer service office available by phone at 22 300 51 19, by email at: bok@roovee.eu and through the mobile application.
4. By using the **Zarskie Bikes** urban bicycle system, the Customer confirms that he/she has read the Terms and Conditions and accepts its provisions and undertakes to comply with them.

II. DEFINITIONS

1. **Zarskie Bicycles** system - a self-service bicycle rental system consisting of: bicycles, software, station areas, ROOVEE mobile app and ROOVEE LOCK CONTROL.
2. **Mobile Application** - an application distributed by ROOVEE S.A., which is Digital Content, designed to be installed on mobile devices running Android, iOS or HarmonyOS allowing, among other things, to rent and return a bicycle and make payment for the rental/ride according to the Table of Fees and Penalties, which is attached as Appendix No. 2 to the Regulations.
3. **Electronic address (email address)** - a designation of a data communications system that allows communication by electronic means, in particular email.
4. **Update** - means an update to a digital service or digital content.
5. **ROOVEE Customer Service Office** or **BOK-a** service for receiving requests regarding the **Zarskie Bicycles** system, by phone at 22 300 51 19, 7 days a week 24 hours a day (during the period of operation of the **Zarskie Bicycles system**), and by email at: bok@roovee.eu or via the mobile application.
6. **Bonus** - an amount determined in accordance with the Table of Fees and Penalties which is charged automatically after a completed ride in the application in case of renting a bicycle that is not in the vehicle return zone and returning it to the vehicle return station (completion of the ride). The bonus can only be used for rides on **Zarskie Bicycles**, no other equivalent (including cash) is due for it.
7. **Riding/rental time** - the time counted from the moment of rental to the moment of return of the bicycle **Żarskie Rowery**.
8. **Working days** - days from Monday to Friday excluding holidays.
9. **Protective actions** - all actions that are taken against the Customer in the event of violation of the Terms and Conditions of the **Zarskie Bicycles** System. These actions, in particular, may include suspension of the account, contacting the Customer, calling for payment of the amount due in a situation where the funds in the Customer's Account do not allow to cover the costs arising from the use of the System by the Customer. In the absence of voluntary payment of the amount due, also its enforcement. All cases of theft and damage to the property of the **Zarskie Bicycle** System will also be reported to the appropriate authorities.

10. **Customer ID** - a personal set of characters in numeric form, which is also the telephone number provided at registration. The identifier is necessary when authorizing the rental and return of the bicycle and when contacting the Customer Service.
11. **Consumer** - means a natural person making a legal transaction with the Operator which is not directly related to his/her economic or professional activity
12. **Customer** - a natural person with limited or full legal capacity who intends to or has concluded a contract for the provision of electronic services or a contract for the use of the **Zarskie Bicycles** system.
13. **Road Code** - means the **Road** Traffic Law of June 20, 1997 (Journal of Laws 1997 No. 98 item 602).
14. **Materials** - Digital Content and Digital Services to the extent of the description provided in the Mobile Application. The Digital Services will also constitute electronic services within the meaning of the e.m.d.e.
15. **Initial deposit** - a one-time deposit payment that allows you to use the **Zarskie Bikes** system. The minimum balance of funds in the account is specified in the Table of fees and penalties. The initial fee less the funds used, can be withdrawn to your account at any time when using the service.
16. **Area of operation of the Zarskie Bicycles system** - the designated area where the **Zarskie Bicycles** system operates. The designated area can be viewed by the customer in the mobile application and at <https://zarskierowery.bike>.
17. **ROOVEE Bicycle station area** - a designated and marked area where a user can rent or return a rented bicycle. Information about bicycle stations can be found in Appendix 1, the ROOVEE Mobile App and at <https://zarskierowery.bike>.
18. **Operator** - ROOVEE S.A., 33A/7 Ryżowa St., 02-495 Warsaw.
19. **Paid Fee** - the fee that has been charged for the Bicycle Rental in accordance with the Table of Fees and Penalties and collected from the customer's account.
20. **Handling fee** - a fee that is charged when additional costs are incurred due to improper return of the bicycle by the Customer which is calculated in accordance with the Table of fees and penalties, the calculation of which the Customer is entitled to file a complaint.
21. **Additional Fee** - a fee charged when actions are found to be in violation of the Regulations of the **Żarskie Rowery** System or the ROOVEE Regulations (which can be read at <https://zarskierowery.bike>) in accordance with the Table of Fees and Penalties, including leaving the bicycle in an unauthorized place, destruction or theft of the bicycle or any part of the infrastructure belonging to the Municipality - City of Żary, pl. Stary Rynek 1, 09-400 Żary . The Customer shall have the right to file a complaint against the Additional Charge.
22. **Autopay Online Payments** - Autopay payment system, by means of which the Customer may make payments in the **Żarskie Bikes** system. The operator of the Autopay system is AUTOPAY S.A. with its seat in Sopot, 81-717 Sopot, Powstańców Warszawy 6 Street, registered in the register of entrepreneurs kept in the District Court Gdańsk-Północ in Gdańsk, VIII Economic Department of the National Court Register under the KRS number 0000320590, NIP number: 585-13-51-185, REGON: 191781561.
23. **Stop/pause** - pause the ride in the Mobile App by the **Zarskie Bikes** user and by manually closing ROOVEE LOCK CONTROL.
24. **Customer's account** - the individual account of the Customer in the **Zarskie Bicycles** system, where credit operations are carried out, as well as debits for the use of the system in accordance with the Table of fees and penalties.
25. **Terms and Conditions** - these Terms and Conditions, which define the types, scope, terms and conditions of use of the Żarskie Rowery in Żary system, as well as the scope of rights, obligations and liability, if any, of the Operator and the Customer. Acceptance of these Terms and Conditions and fulfillment of all terms and conditions is a condition for use of the Żarskie Rowery **in Żary system** (including bicycle rental **Żarskie Rowery**) and is also a necessary condition for registration in the

Żarskie Rowery system. The customer enters into a contract with the Operator upon acceptance of the Terms and Conditions and fulfillment of the additional conditions specified in the Terms and Conditions.

26. **Reservation** - reservation of a selected bicycle available in the Mobile Application **Żarskie Rowery** by the Customer under the terms of the Regulations.
27. **RODO** - means Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (OJ EU L of May 4, 2016,
28. **ROOVEE LOCK CONTROL** - a bicycle security device (equipped with ROOVEE electronic module) implementing the process of: renting and returning the bicycle, controlling the lights on the bicycle, and monitoring the position of the bicycle (GPS, accelerometer).
29. **PNPK** - means a natural person, conducting a sole proprietorship, entering into a direct contract with the **Operator**, when it is clear from its content that it does not have a professional character for him, resulting in particular from the subject of the performed business activity made available on the basis of the provisions on the Central Register and Information on Business Activity;
30. **Bicycle return zone** - the preferred location for returning bicycles designated by the Customer can learn about the designated locations in the mobile application and on the website <https://zarskierowery.bike>.
31. **Rack** - a component of the **Żarskie Rowery** station, used to park **Żarskie Rowery**.
32. **Means of electronic communication** - technical solutions, including ICT devices and cooperating software tools that enable individual communication at a distance using data transmission between ICT systems, in particular electronic mail
33. **Telecommunication systems** - means a set of cooperating IT devices and software, providing processing and storage, as well as sending and receiving data via telecommunication networks by means of a telecommunication terminal device appropriate for a given type of network, within the meaning of the Act of July 16, 2004, - Telecommunications Law;
34. **Table of Fees and Penalties** - the price list of services, fees and penalties of the **Zarskie Bicycle System** applicable to the Customer, which is attached as Annex No. 2 to the Regulations, and available on the website <https://zarskierowery.bike>.
35. **Telecode** - a four-digit number that allows you to rent a bicycle without using the Mobile Application.
36. **Totem of information** - part of the **Zary Bicycles** station.
37. **Digital Content** or **Digital Content** - data produced and delivered in digital form.
38. **Agreement** - an agreement concluded between the Customer and the Operator of the **Zarskie Bicycles** system establishing mutual rights and obligations set forth in the Regulations. The contract with the content including the provisions of the Regulations is automatically concluded from the moment of registration of the Customer in the **Zarskie Bicycles system** and provided that the Customer submits a statement of acceptance of the Regulations and payment of the initial fee.
39. **Electronic Services Agreement** - an agreement under which the Operator provides Electronic Services to the Customer.
40. **Digital Service** or **Digital Services**-a service that allows the customer to produce, store, or access digital data and otherwise interact using digital data
41. **u.p.k.** -means the Consumer Rights Act of May 30, 2014,
42. **Electronic Services** - means the free electronic services provided by the Operator to the Customer, in particular, the service of the account in the Mobile Application and services that ensure the operation of **Zarskie Bicycles**.

43. **u.ś.u.d.e** - means the Law on Provision of Electronic Services of July 18, 2002,
44. **Bicycle rental** - an operation carried out through the Mobile Application available for download at <https://zarskierowery.bike> using the QR code, located on the bicycle, via Telecode, or SMS for a fee in accordance with the Table of Fees and Penalties.
45. **Termination of the rental** - the operation of manually closing ROOVEE LOCK CONTROL and terminating the ride in the application or, in the case of a rental made via Telecode or SMS, contacting the **ROOVEE BOK** to confirm the correct termination. Completion of the ride must be done in a public, publicly accessible place excluding underground parking lots, garages, basements, tunnels, buildings, forests, parks, other areas that are closed and private properties, in the area of operation of ROOVEE **Bikes**.
46. **Purchaser** - *Municipality of Żary with urban status, pl. Rynek 1-5, 68-200 Żary*
47. **Return of a bicycle outside the station area** - return of a bicycle outside the designated areas of **Żarskie Rowery** stations, in a public, publicly accessible place excluding underground parking lots, garages, basements, tunnels, buildings, forests, parks, other areas that are closed and inaccessible to the public and private properties, within the area of operation of **Żarskie Rowery**.
48. **Return of the bicycle in the area at the station** - return of the bicycle in one of the designated areas, i.e.: the station area or in the bicycle return area of Żarskie Rowery with compliance with the requirements of Completing the rental in a public place, excluding the location of: underground parking lots, garages, basements, tunnels, buildings, forests, parks, other areas that are closed and inaccessible to the public and private properties, in the area of operation of **Żarskie Rowery**.

III. GENERAL TERMS AND CONDITIONS FOR THE USE OF THE **ŻARSKIE BIKES** SYSTEM

1. **The Operator** allows the Customer to use the Materials via the Mobile Application.
2. Before concluding the Agreement and the Electronic Services Agreement, the Customer is obliged to read the Terms and Conditions.
3. The Operator has made the Terms and Conditions available to Customers free of charge in the Mobile Application and on the **WEBSITE** in a manner that allows obtaining, reproducing and recording the contents of the Terms and Conditions by means of the data communications system used by the Customer.
4. Pursuant to Art. 6 pt. 1 u.ś.u.d.e., the Operator informs that the use of services provided electronically may involve special risks associated with the possibility of loss of availability, confidentiality or integrity of data. In order to minimize the referenced risk, the Operator recommends that Customers use organizational and technical measures adequate to the identified risks, in particular, anti-virus or Internet identification protection programs.
5. In order to conclude the Agreement, the Customer is required to provide true and complete personal information.

IV. TECHNICAL CONDITIONS

1. In order to use **Zarskie Bicycles via the** Mobile Application, the Customer should meet the following technical conditions together:
 - a) having a phone with permanent access to the Internet; equipped with Android, iOS or HarmonyOS operating system in the version specified in the store relevant to the operating system;
 - b) Installation, on the device referred to in item a) of the Mobile Application
 - c) possession of an active electronic address (email address) during the period of conclusion and execution of the Agreement or the Agreement for the Provision of Electronic Services that allows receiving and sending messages by means of electronic communication in the form of email;
 - d) having an active cell phone number during the period of conclusion and execution of the Agreement or Electronic Services Agreement;
2. The operator provides the latest version of the Mobile Application on Android, iOS and HadmonyOS operating systems in order for the application to work properly you should always install the latest available version.

3. When registering and using **Zarskie Bicycles**, the customer is obliged to keep the password and login secret and not to share them with third parties.

V. CONCLUSION OF THE AGREEMENT

1. Conclusion of the Agreement requires that the Customer meet the following requirements:
 - a) Downloading the Mobile Application and registering an account;
 - b) completing registration in the **Zarskie Bicycles** system via the Mobile Application or the website <https://zarskierowery.bike>;
 - c) providing the required and correct personal information, i.e. real name, email address and cell phone number for further authorization;
 - d) Acceptance of the conditions set forth in the Regulations;
 - e) payment of the initial fee indicated in the Table of Fees and Penalties;
 - f) Having the ability to ride a bicycle;
2. The Agreement is concluded when all the conditions specified in paragraph 1 above are met together.
3. In order to access the Materials, it is necessary to have an account.
4. If the Customer provides incorrect data, **the Operator** may block the Customer's account, which will make it impossible to use the **Zarskie Rowery** system.

VI. CONCLUSION OF THE CONTRACT FOR THE PROVISION OF ELECTRONIC SERVICES

1. In order to conclude an Agreement for the provision of Electronic Services, it is necessary for the Buyer to meet the following conditions together:
 - a) acceptance of the Regulations;
 - b) use of the Account service
 - c) use of the Mobile Application
2. The conclusion of the Agreement for the provision of Electronic Services takes place when you create an account.
3. The Contract for the Provision of Electronic Services shall expire:
 - a) in relation to the Electronic Services provided to ensure the operation of the Mobile Application upon discontinuation of the use of the Electronic Services, e.g. by uninstalling the Mobile Application;
 - b) in relation to the Electronic Service of the account - at the time of deletion of the account (where possible).

VII. ELECTRONIC SERVICES

1. The Operator provides the Electronic Service "accounts" to the Customer.
2. The Customer can independently create an account in the Mobile Application during registration. The Customer will receive the first password from the Operator at the email address provided, which must be changed immediately upon receipt.
3. The Operator takes action to ensure the proper operation of **Zarskie Bicycles** and the Mobile Application, the Customer will immediately inform the Operator of any irregularities in the operation of **Zarskie Bicycles** and the Mobile Application
4. The Operator may carry out technical, maintenance and development work on the Website, in particular, adding, changing or removing functionality of **Zarskie Bicycles** and the Mobile Application,

VIII. GENERAL TERMS AND CONDITIONS OF BIKE RENTAL IN **Zarskie BIKES**.

1. The customer rents a bicycle from the **OPERATOR** under the terms and conditions specified in the Regulations. The customer agrees to abide by the terms of the Regulations, in particular to pay the fees in accordance with the Table of Fees and Penalties, to use the bicycle in accordance with these Regulations, and to report defects through the application or by email at bok@roovee.eu.
2. In order to use **Zarskie Bicycles**, **the** customer should have the ability to ride a bicycle and know the provisions of the Highway Code in the scope covering the movement of bicycles and have a state of health that allows the safe use of a bicycle.

3. From the moment the bicycle is rented to the moment the rental is terminated, the Customer is solely responsible for the bicycle.
4. In case of theft of the bicycle during the rental, the Customer is obliged to immediately notify the Customer Service at 22 300 51 19 and immediately report the theft to the nearest Police or Municipal Police.
5. In case of improper security of the rented bicycle, the Customer shall be financially responsible for the theft of the bicycle, in particular if he/she fails to manually lock ROOVEE LOCK CONTROL or leaves the bicycle in underground parking lots, garages, basements, tunnels, buildings, forests, parks, other areas that are locked and inaccessible to the public and private properties, in the area of operation of **Żarskie Rowery**.
6. The customer may rent a maximum of **5** at a time. If the customer rents **5** bicycles, he is fully responsible for all the bicycles rented by him.
7. **OPERATOR** allows the customer to mount his own bicycle seat to the bicycle **Zarskie Bicycles**. The Customer is solely responsible for the installation and any potential damage resulting from the installation and use of the bike seat. Before mounting, the customer should carefully check the technical condition of the bicycle, including in particular the **PLACE ON WHICH THE SEAT IS MOUNTED**.
8. Minors, i.e. persons who are 13 years of age or older and under 18 years of age, or other persons who have limited legal capacity, must provide **the Operator with** a written consent of a parent (legal guardian) or statutory representative to enter into the Agreement, together with a relevant statement attached as Appendix No. 3 to the Regulations on assumption of liability for any damages, in particular in connection with non-performance or improper performance of the Agreement. Consent as well as declarations must include the handwritten signature of the person making the relevant declarations and contact information for the parent/legal guardian, including telephone number. The Operator reserves the right to verify the statements including contacting the persons signing the document. The statement must be delivered electronically (scan) to: bok@roovee.eu. After positive verification, the Agreement is considered concluded and from then on the minor has access to the Mobile Application and can use its functionalities.
9. The Operator is not responsible for the provision of false data by persons with limited legal capacity.
10. The customer may use the rented bicycle within the City of **Zary** in a specific area, which is defined in Appendix 1 to these Regulations. The area can also be consulted on the website <https://zarskierowery.bike> and on the mobile application.
11. The stop/pause is included in the rental time and is added to the final fee according to the Table of Fees and Penalties.
12. The reservation of a bicycle is voluntary and allows you to reserve the bicycle of your choice. The reservation lasts 10 minutes and is not included in the bicycle rental time. If the bicycle is not rented within 10 minutes of the reservation, the reservation is released automatically. The reservation is free of charge. The system operator may limit the number of reservations made in a row, as well as introduce a time after the end of the reservation, during which it will not be possible to start a new reservation.
13. If it is found that the Customer uses the infrastructure of **Żarskie Bikes** in a manner inconsistent with the Regulations, the Operator may block his account. In such a situation, the re-registration can be made only with the prior consent of the **Operator**.
14. **The Operator** reserves the right to contact the Customer in order to implement the Agreement.

IX. CUSTOMER LIABILITY AND PROHIBITED BEHAVIOR

1. The Customer is responsible for using the Bicycle in accordance with the Regulations, the purpose of the Bicycle and the Highway Code.
2. The customer is obliged to use the bicycles and the application in a manner consistent with their intended use, without interfering with its operation, respecting the personal rights of third parties, and to use any services made available through the Mobile Application only within the scope of permitted use.
3. From the moment the bicycle is rented until the bicycle is properly terminated, the Customer shall be responsible for the bicycle and shall take all reasonable measures to prevent any damage, total destruction and theft of the bicycle.
4. After renting the bicycle, the Customer is obliged to verify the technical condition of the bicycle, in case of finding any damage to the bicycle, the Customer should immediately report the defect via the Mobile Application using the option **Report bike defect** and withdraw from riding and renting the damaged bicycle. In the absence of verification of the technical condition of the rented bicycle by the Customer, the **Operator** shall be released from any liability for damages incurred by the Customer to the fullest extent permissible under applicable law.

5. In the event that a malfunction occurs while using the bicycle, the Customer is obliged to report this fact to ROOVEE Customer Service as soon as possible and return the bicycle in the **Zarski Bicycles** Station Area, and in the event that it is not possible to continue riding, to cease further use of the bicycle and return the bicycle at the nearest available location in accordance with the rules of Termination of Rental and Return of **Bicycle** Outside the Area.
6. It is forbidden to use bicycles in a manner inconsistent with their intended use, in particular:
 - a) exceeding the load capacity of the trunk
 - b) use of the bicycle in more than the permitted number of persons allowed to use the bicycle, the value of which has been indicated for the type of bicycle, respectively
 - c) driving a speeding bicycle up high curbs,
 - d) Use of bicycles outside bicycle operating areas, including skateparks,
 - e) Stunt riding, performing bicycle stunts,
 - f) Use of a bicycle fraught with the risk of damage to it,
 - g) Changing derailleurs in a standing bicycle and a bicycle in motion when the chain is taut,
 - h) exceed the load capacity of the carrier of all types of bicycles indicated in the Regulations;
 Additional penalties will be charged for using bicycles in a manner inconsistent with their intended use, in accordance with the Table of Fees and Penalties - attached as Appendix 2 to the Regulations.
7. It is forbidden to use bicycles of the **Zarskie Bicycles** system by persons under the influence of alcohol, intoxicants, any psychoactive substances or substitutes within the meaning of the regulations on counteracting drug addiction, medications, the intake of which is a contraindication to driving.
8. Customers may use the bicycles only for private use.
9. It is forbidden for the customer to transport bicycles in cars and other means of transport, both public and privately owned.
10. During the rental, the Customer shall be fully responsible for the bicycles lent or made available to third parties, and in particular for any damage and theft, until the proper termination of the rental.
11. It is forbidden the Customer to use private security devices (including, but not limited to, rope, chain, U-lock, combination locks) that are not part of the **Zarskie Bicycles** system. The Operator reserves the right to remove private security devices used by the Customer, in which case an additional fee may be charged in accordance with the Table of Fees and Penalties attached as Appendix No. 2 to the Regulations.
12. The customer is obliged to return the rented bicycle in a condition not deteriorated from the condition in which he decided to rent the bicycle.
13. In case of any problems with the return of the bicycle, the customer is obliged to contact the Customer Service immediately.
14. In the event of improper return, in particular by not locking ROOVEE LOCK CONTROL or returning the bicycle in an unauthorized place, the customer will be charged with any costs for the continuation of the rental and will be fully responsible for theft or damage to the bicycle.
15. The Client shall be liable for any possible damage resulting from non-performance or improper performance of the Agreement up to the full amount.
16. The customer is obliged to cover all fines, penalties and fees imposed on him in connection with the use of the bicycle in violation of applicable laws and Regulations.
17. In case of destruction or damage to the infrastructure of the **Zarskie Bicycles** system (bicycles, racks, information boards), the Customer will be required to cover all repair costs. The Customer will be issued a bill or VAT invoice for the relevant repair, in accordance with the Table of Fees and Penalties. The Customer agrees to charge money to cover the damage from his/her available funds in the Mobile Application.
18. In the event that intentional destruction or damage to the infrastructure of the **Zarskie Bicycles** system is committed, an appropriate notice will be filed with law enforcement authorities, and the person who committed the damage will be liable to pay all costs for the damage or destruction committed.
19. If the amount due is not paid, the **Operator** reserves the right to take appropriate legal action against the Customer to obtain payment for the executed Agreement, resulting in the blocking of the Account until the amount due is paid. The Operator has the right to charge statutory interest for late payment on overdue amounts from the due date until the date of actual payment in full.

X. FORMS OF PAYMENT

1. The fees to be paid by the Customer **to the Operator** for the performance of the Agreement are set forth in the Table of Fees and Penalties.
2. Payments for the use of **Zarskie Bicycles** are made using BM Online Payments.
3. The customer pays the initial fee and any fees under the Table of Fees and Penalties through the

- wallet module in the app.
4. When making a payment, the customer should read and accept the terms and conditions regarding BM's Online Payment feature.
 5. Any claims and complaints of the Customers related to the provision of payment services or operations of the System will be addressed to the service provider of the System-BLUEMEDIA S.A. with its seat in Sopot, 81-717 Sopot ul. Powstańców Warszawy 6, registered in the register of entrepreneurs kept in the District Court Gdańsk-Północ in Gdańsk, VIII Economic Department of the National Court Register under the KRS number 0000320590, NIP number: 585-13-51-185, REGON number: 191781561, share capital PLN 2 000 000.
 6. At the request of the Customer, the Operator will issue a VAT invoice to the Customer, if the Customer wishes to receive an invoice, the Customer should contact the e-mail address bok@roovee.eu

XI. BICYCLE RENTAL AND RETURN

1. Renting a bicycle is possible if the customer has an active account and has made the initial payment.
2. The rental time including Stop/Pause is charged in accordance with the Table of Fees and Penalties until the rental is properly terminated. In case of insufficient funds in his/her account, the Client does not have to stop the rental, however, the resulting difference (underpayment) must be paid within 7 days. If the fee is not paid within the indicated period, a procedure will be initiated to obtain the amount due from the Operator.
3. Renting is done by launching the application on the mobile device and scanning the QR code, which is located on the handlebars and ROOVEE LOCK CONTROL device, or by contacting Customer Service and providing the phone number, Telecode and number of the bicycle to be rented. It is also possible to rent a bicycle via SMS, by sending a message that reads "start bicycle number", e.g. "start 1627629", to the phone number +48 500 70 70 70. After correctly scanning the QR code using the application or providing the correct data to the Customer Service consultant or by using the rental option via SMS, ROOVEE LOCK CONTROL is unlocked.
4. From the moment ROOVEE LOCK CONTROL is unlocked, time is charged for bicycle rental in accordance with the Table of Fees and Penalties.
5. In accordance with the provisions of Chapter IX, point 4, the customer is required to verify the technical condition of the bicycle before riding. In the event of damage to the bicycle, he/she should immediately report the defect through the Mobile Application, using the option **Report a bicycle defect** or by contacting the **ROOVEE BOK**, and refrain from using (riding) and thus renting the bicycle. The Customer shall be responsible for any damage, if any, resulting from riding a defective bicycle.
6. It is not recommended to use the Stop/Pause option outside the system operation area. This may result in difficulty renting the bicycle again.
7. Before placing the cell phone in the phone holder, the customer is required to check the technical condition of the holder and the completeness of its components. The holder consists of a plastic base rigidly attached to the bicycle on a double mount, a QR code and rubber bands securing the phone on both sides. If any of the components are missing or otherwise damaged in the holder, the Customer is obliged to immediately report the defect to Customer Service by phone, e-mail or using the Mobile Application, and refrain from using the holder. The Customer placing the phone in the holder despite the absence of any of the elements of the equipment or other damage to the holder, is responsible for the phone transported in this manner and waives the right to any claim for any damage to it.
6. The basket, which is mounted on the front of the bike, is designed and suitable for carrying lightweight items. The maximum load of the basket is 10kg. The customer is responsible for any damage resulting from improper use of the basket, as well as for damage and leaving the items transported in the basket.
7. The maximum load of the standard type bike is 120 kg.
8. The customer should choose a bicycle for rental taking into account his height and ability to move it freely.
9. Standard, electric bicycles are designed for use by 1 person.
10. In case of any problems with the rental or return of the bicycle, the User should immediately contact the Customer Service.
11. There is no additional charge to the customer for returning the bicycle in the area of the **Zarskie Bicycles** station.
12. If the bicycle is returned outside of the **Zarskie Bicycles** station area, the customer will be charged an additional fee of 10.00 PLN.
13. If the bicycle is left outside of the **Zarskie Bicycles** Operation Zone, the customer will be charged a penalty in the amount of:
 - up to 20 km - PLN 200.00

- above 20 km - 5000.00 zł.

For any damage, damage to the bicycle or theft of the bicycle, if the bicycle is left outside the **Zarskie Bicycles** Operation Zone, the customer is responsible for the full amount.

14. The maximum rental time for a bicycle is 12 hours. For exceeding 12 hours of rental the customer will be charged a penalty of 200 PLN.
15. The return of the bicycle should be understood as the return of the bicycle in one of the designated areas, i.e.: the station area or in the bicycle return area of **Zarskie Bicycles** with the requirements of Completing the rental in a public place, excluding the location of: underground parking lots, garages, basements, tunnels, buildings, forests, parks, other areas that are closed and inaccessible to the public and private properties, in the area of operation of **Zarskie Bicycles**. The bicycle must be supported by a foot/stool. It is unacceptable to leave the bicycle in a lying position. The bicycle must also not be leaning against a pole, tree or building.
16. The customer is required to take a photo of the bicycle after each ride by using the function in the "Take a Photo" application.
17. The photograph taken of the bicycle referred to in para. 16 above, must be legible and include the entire rented bicycle. The photo, in addition to the indicated bicycle, should not include any other object with distinctive features, and should not capture any persons, including, in particular, the image features of such persons. The photo should include the legible number of the bicycle.
18. The Customer is obliged to make sure after each ride made that the ride ended correctly in the application. If the ride cannot be completed in the application, the Customer is obliged to contact Customer Service immediately. If no contact is made, all costs associated with the ongoing rental will be borne by the Customer. The fee will be charged in accordance with the Table of Fees and Penalties.
19. If the ROOVEE LOCK CONTROL cannot be locked, the Customer is obliged to contact the Customer Service immediately. If no contact is made, the Customer shall be responsible for any potential damage, injury or theft of the bicycle up to the full amount of the loss incurred by the **OPERATOR**.
20. In case of incorrect return of the bicycle, in particular failure to close the ROOVEE LOCK CONTROL device or leaving the bicycle in an unauthorized place, the Customer will be charged in accordance with the Table of Fees and Penalties. The Customer shall be held fully responsible for the incorrectly returned bicycle until the ROOVEE LOCK CONTROL device is properly locked or the bicycle is left in a place permitted in the area of operation of **Zarskie Bicycles**.
21. If an accident or collision occurs while using the rented bicycle, the Customer is obliged to write down an appropriate statement or call the Police to the scene. If such an incident occurs, the Customer is also obliged to inform the Customer Service Office

XII. FAILURES AND REPAIRS

1. In the event of any malfunction, the Customer should immediately report it through the applications using the **Report Fault** module or make a report through Customer Service. In case of failure to report a failure, the Customer may be charged with subsequent repair costs.
2. The customer is not authorized to repair the rented bicycle or any other interference. The only entity authorized to do so is the **Operator**.
3. It is recommended that the customer has the opportunity to contact Customer Service (by phone or email) while using the rented bicycle.

XIII. FEES

- I. All fees shall be charged in accordance with the Table of Fees and Penalties, which, in accordance with the provisions of the Regulations, is attached as Appendix 2.
- II. Fees for using a rented bicycle vary and depend on the length of the rental/pause.
- III. The calculation of the fee is based on the number of minutes of rental, which is counted from the time the bicycle is rented until the time the rental ends.
- IV. In the event that the charged fare exceed the funds held, the Customer, in accordance with the provisions of Section XI, paragraph 2 of these Regulations, is required to replenish his account to at least a balance of PLN 0 within 7 days.

XIV. RIGHT OF WITHDRAWAL AND TERMINATION

1. The Consumer or PNPk has the right to withdraw from the Agreement within 14 calendar days from its conclusion without giving reasons and without incurring costs. In order to withdraw from the Agreement, it is necessary for the Consumer or PNPk to make an unequivocal statement, e.g. by mail or e-mail to bok@roovee.eu. To meet the deadline referred to in the first sentence, it is sufficient to

send information about withdrawal from the Agreement before the expiry of the deadline referred to in the first sentence. A model statement of withdrawal from the Agreement is attached as Appendix number 6 to the Regulations. The consumer or PNPk may use it, but there is no obligation to do so.

2. **The Operator will** refund to the Consumer or PNPk the amount it has credited to its account within 14 days from the date of the withdrawal statement. **The Operator** will reimburse the Consumer or PNPk using the same method of payment used by the Consumer or PNPk, unless the Consumer or PNPk has agreed to make the reimbursement by another method that will not incur any costs for the Consumer or PNPk.
3. If the Consumer or PNPk exercises the right to withdraw from the contract after making a request in accordance with Articles 15(3) and 21(2), u.p.k. has an obligation to pay for the services performed up to the time of withdrawal.
4. After the expiration of the period referred to in paragraph 1 above, the Customer has the right to terminate the Agreement at any time during its term. Termination of the Agreement shall be sent to bok@roovee.eu. Termination of the Agreement shall take place as soon as possible, but no later than 5 days after receipt of the notice of termination, unless the Customer, according to his/her billing account, **has** unpaid receivables to the **Operator, in which case the Agreement shall be terminated after settlement** of its balance on the billing account to a balance of PLN 0 by the Customer.
5. If the funds exceed 0 PLN on the date of termination of the Agreement they will be returned to the bank account number provided by the Client. The funds will be returned within 21 days from the date of termination of the Agreement

XV. COMPLAINTS

1. The customer is entitled to file a complaint which should be submitted by e-mail or in writing to the **OPERATOR's** address.
2. It is recommended that the customer indicate the following information in the complaint:
 - a) name;
 - b) contact information;
 - c) brief description of the situation
 - d) information (evidence) confirming the occurrence of the described situation
3. Complaints will be processed immediately, but within no more than 14 days from the date of its receipt or supplementation. If it is necessary to supplement the complaint, the deadline will run from the date of delivery of all documents, explanations and similar supplementary documents. If it is necessary to supplement the documents, **the Operator** will indicate the scope of documentation to be supplemented.
4. The customer will be sent appropriate feedback, either to the e-mail address provided during registration or indicated in the complaint.
5. The filing of a complaint does not relieve the Client from fulfilling timely obligations due to the Operator.
6. In particular, the processing of complaints involves identifying the problem, thoroughly assessing the validity and resolving it.
7. The Client has the right to appeal once against the decision issued by the Operator within 14 days from the delivery of the decision to the Client. The appeal should also be sent to Ryżowa Street 33a/7, 02-495 Warsaw. The appeal will be considered within 14 days of its receipt. The Customer also has the right to file a request for reconsideration of the case that is the subject of the decision that was issued as a result of the complaint, or may file an appeal to the Municipality of Żary with urban status, pl. Rynek 1-5, 68-200 Żary
9. The Customer shall have the right to claim compensation for failure to provide or improper provision of the Service in court proceedings upon exhaustion of the complaint procedure.
10. The operator shall be liable for failure to provide or improper performance of the service limited to actual damage and shall not include lost profits.
11. In the case of complaints regarding fees, penalties charged, etc., and its positive resolution, the money will be returned to the Customer's account in the Roovee system, within 14 days after the Customer is informed of the positive resolution

XVI. ACCOUNT BLOCKING

1. In case of non-compliance with the terms of use of ROOVEE **Bicycles** contained in these Terms and Conditions, the Operator reserves the right to temporarily or permanently block the Customer

- Account, in the **Zarskie** Bicycles system
2. The account may be blocked in particular if the Customer:
 - a) uses the bicycle in a manner inconsistent with its intended use
 - b) failed to complete personal data or provided false data
 - c) leaves bike unsecured ROOVEE LOCK CONTROL
 - d) damaged a bicycle or other property belonging to the Operator
 - e) rented a bicycle, which then went missing
 - f) created more than one account with the same e-mail address
 - g) Roovee account balance is negative
 - h) taking a photo depicting something other than the vehicle used to make the trip

XVII. PROTECTION OF PERSONAL DATA

1. The Administrator of Data processed using the ROOVEE System is ROOVEE S.A, 33a/7 Ryżowa Street, 02-495 Warsaw.
2. The Data Controller has appointed a Personal Data Inspector whom you can contact via e-mail: iod@roovee.eu.
3. The Data Controller informs you that your personal data will be processed for the following purposes:
 - a) The execution of the contract (pursuant to Article 6(1)(b) of the RODO);
 - b) to respond to inquiries and requests and to provide technical assistance, and the basis for processing the data is the legitimate legal interest of the controller (pursuant to Article 6(f) of the RODO),
 - c) determine the location of the user's device in order to be able to show the user information about bicycle stations and perform the service of showing the route to the nearest bicycle on the basis of consent (pursuant to Article 6(1)(a) of the RODO)
 - d) to establish or possibly assert/defend claims (pursuant to Article 6(f) of the RODO).
4. The Data Administrator informs you that your personal data will be kept for the period necessary for the performance of the contract or the existence of a legitimate interest of the Administrator, and after that period for the purposes and to the extent required by law or to secure possible claims.
5. The Data Controller informs that data processed on the basis of consent will be processed until the consent is withdrawn or until it ceases to be useful, whichever event occurs first. The withdrawal of consent does not affect the lawfulness of previous processing.
6. Your personal data will not be used for automated decision-making, including profiling.
7. Your data will not be transferred outside the EEA.
8. You have the right to access, rectify, erase or restrict processing of your personal data, object to processing, and the right to data portability;
9. You have the right to lodge a complaint with a supervisory authority if, in your opinion, the processing of your personal data violates the provisions of the RODO
10. Your provision of data is voluntary, however, it is a condition for the conclusion and performance of the contract. Failure to provide personal data will result in the inability to conclude and perform the contract.
11. We would like to inform you that the recipients of the data will be entities responsible for the operation of IT systems, entities providing accounting and legal services, as well as all authorized institutions and authorities under applicable laws.
12. Your data is not subject to automated decisions
13. For information regarding the processing of personal data concerning you, please contact: iod@roovee.eu.

XVIII. OUT-OF-COURT DISPUTE RESOLUTION

1. **OPERATOR** informs that the Consumer or PNPk has the right to out-of-court processing of complaints, as well as to assert claims.
2. The use of out-of-court processing of complaints, as well as the assertion of claims by the Consumer or PNPk is possible in particular:
 - a) before permanent amicable consumer courts operating at the Provincial Inspectorates of Trade Inspection. Detailed information on how to access this procedure and the procedures to be followed can be found on the website of the Office of Competition and Consumer Protection at: https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php;
 - b) by mediation conducted by provincial inspectorates of the Trade Inspection and their branch offices. The role of mediator in the dispute is then performed by an employee of the inspectorate, while maintaining the principles of impartiality and fairness. Detailed information on how to

access this procedure and the procedures to be followed are available at the headquarters and on the websites of the individual provincial inspectorates of the Trade Inspection.

3. A consumer or PNPk may also seek the assistance of a county consumer ombudsman. County consumer ombudsmen are available at county offices or city halls (in cities with county rights). Detailed information in this regard is available at: <https://uokik.gov.pl/rzecznicy.php>.
4. A consumer has the right to file a complaint through the EU ODR (Online Dispute Resolution) platform available at: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>.

XX. AMENDMENT TO THE REGULATIONS

1. **OPERATOR** is entitled to amend the Regulations for important reasons, in particular due to:
 - a) the need to adapt the Regulations to changes in laws, recommendations, interpretations or guidelines of competent courts or authorities;
 - b) issuance of a decision by a competent common court or issuance of a decision by a competent authority that may affect the rights or obligations of the **OPERATOR** or the Buyer.
2. The amended Terms and Conditions will be published on the Website at <https://zarskierowery.bike> in the Application. Each version of the Terms and Conditions has been provided with information on when it is effective.
3. In addition, the **OPERATOR** will notify the Buyer of the planned change to the Terms and Conditions to the electronic address (email) indicated by the Buyer.
4. The amended Terms and Conditions will become effective within 14 (in words: fourteen) calendar days from the date of notification to the Customer in accordance with paragraph 3, unless a shorter period is necessary due to mandatory regulations or obligations incumbent on the **OPERATOR on the basis of a decision of a common court or an authority.**
5. If the Consumer or PNPk does not accept the change in the Terms and Conditions, he or she will inform **the OPERATOR** of his or her decision in a manner of his or her choosing.

XXI. FINAL PROVISION

1. The Regulations are subject to Polish law and have been drawn up in accordance with Polish law
2. In matters not covered by these Regulations, the provisions of applicable law shall apply.
3. Disputes between the **OPERATOR** and a Customer who is not a Consumer or PNPk will be dealt with by a common court with local jurisdiction over the seat of the **OPERATOR**. In the case of disputes with a Consumer or PNPk, the jurisdiction of the court will be determined by general rules.
4. The regulations are effective as of 04.10.2023.

Annexes to the regulations:

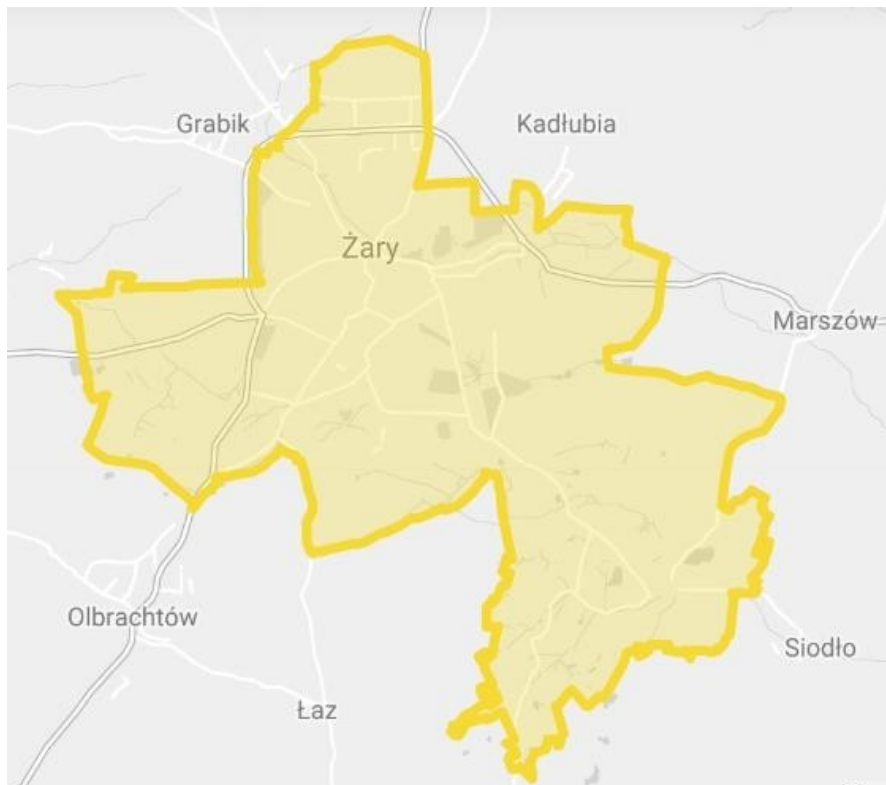
- Appendix No. 1 Stations and zone of operation of the Żarskie Rowery system
- Appendix No. 2 Table of fees and penalties.
- Appendix No. 3 Statement of parent/legal guardian.
- Appendix No. 4 Complaint Form.
- Appendix No. 5 Return of funds form
- Appendix No. 6 Model declaration of withdrawal from the contract

Appendix No. 1 The area and zones of operation of the Żaryan Bicycles system

I. Żarskie Rowery-ROOVEE PARK Zones

1. Żarskie Bicycles-ROOVEE PARK WODNIK
2. Żarskie Bicycles-ROOVEE PARK BATHHOUSE
3. Żarskie Bicycles-ROOVEE PARK TRANSFER CENTER
4. Żarskie Bicycles-ROOVEE PARK RATUSZ
5. Żarski Bicycles-ROOVEE PARK TĘŻNIA
6. Żarskie Bicycles-ROOVEE PARK WODNIK
7. Żarskie Bicycles-ROOVEE PARK ZAWISZY
8. Żarskie Bicycles-ROOVEE PARK KUNICE HUTA
9. Żarskie Bicycles-ROOVEE PARK STADIUM KUNICE

II. Functional area of Żarskie Rowery



Appendix No. 2 Table of fees and penalties

Lp.	Title	Gross amount
1.	Initial fee (to be used for reimbursable rides)	PLN 10.00
2.	Minimum balance of funds to start the ride	PLN 8.00
3.	Fee for 1 minute of driving after the first 30 minutes	PLN 0.05
4.	Charge for 1 minute of stopping/pausing after the first 30 minutes	PLN 0.05
5.	Additional fee for leaving a bicycle outside the Zarskie BIKE-ROOVEE PARK area	PLN 8.00
6.	Bonus for dropping off the bike standing outside the Zarskie Bicycles-ROOVEE PARK zone to the Zarskie Bicycles-ROOVEE PARK zone	PLN 6.00
7.	Penalty for leaving a bicycle up to 20 km outside the Zaryl Bicycles operation zone	PLN 200.00
8.	Penalty for leaving a bicycle more than 20 km outside the Zaryl Bicycles operation zone	PLN 5,000.00
9.	Penalty for stealing or damaging a bicycle	PLN 5,000.00
10.	Penalty for misuse of bicycle	PLN 200.00
11.	Penalty for transporting third parties in violation of the Regulations	PLN 1,000.00
12.	Penalty for leaving a bicycle in a place other than a public place (including garages, tunnels, private property, closed cemeteries, basements, buildings, cars, forests, parks)	PLN 200.00
13.	Penalty for damage to or theft of Zharov Bikes-ROOVEE PARK zone	PLN 2,000.00
14.	Fee for sending a text message with a call for payment	PLN 5.00
15.	Fee for sending a demand letter for payment of dues	PLN 30.00
Charge for theft or destruction of individual components of Zaryl Bicycles		
1.	Frame	PLN 5,000.00
2.	Dynamo	400.00 zł
3.	Front lamp	80.00 zł
4.	Rear lamp	80.00 zł
5.	ROOVEE LOCK CONTROL	PLN 1,200.00
6.	Steering wheel	PLN 200.00
7.	Bell	40.00 zł
8.	Pedal	PLN 50.00

9.	Basket	PLN 200.00
10.	Tire	PLN 200.00
11.	Rim	PLN 200.00
12.	Spoke	PLN 2.00
13.	Saddle	PLN 200.00
14.	Bar	PLN 150.00
15.	Fender	PLN 100.00
16.	Power cords, plugs	PLN 150.00
17.	Support	PLN 100.00
18.	Hub	700.00 zł
19.	Fork	250.00 zł
20.	Grabs	PLN 50.00
21.	Handles	PLN 100.00
22.	Brake levers	PLN 200.00
23.	Crank	PLN 200.00
24.	Phone holder	PLN 50.00
25.	Steering wheel bracket	PLN 200.00
26.	Repair work (one hour)	PLN 50.00

Appendix No. 3 Statement of parent/legal guardian

Statement (parent/guardian)

I, the undersigned, consent to the conclusion by my child (minor)

.....
..... child's name

.....
..... guardian's name

.....
.....
caregiver's phone number

.....
.....
e-mail address of the caregiver

Agreement with ROOVEE S.A. for the use of the ROOVEE System.

I accept the Rules and Regulations and declare that I assume full responsibility for any damages, arising in particular due to the minor's failure to comply with the Rules and Regulations, and I will cover the current liabilities specified in the Table of Fees and Penalties. I further undertake to replenish my child's (minor's) account in the Roovee System via the mobile application.

.....
Place, date, legible signature of parent (guardian)

Appendix No. 5 Return of funds form

Return of funds

.....,,
(First andname) (phonenumber (email address

I request a refund of the funds collected in the Roovee system in the amount of
.....PLN, to the account:

Name:.....

Full name of bank:.....

Account number:.....

.....
(place, date, legible signature)

Annex No. 6 Request for withdrawal from the contract

OPERATOR

(place and date)

KLIENT:

(name)

(mailing address)

Declaration of withdrawal from the Agreement

I, the undersigned _____ (*name*), hereby rescind the Agreement entered into between me and **OPERATOR** on _____.

(signature)