

REGULATIONS FOR THE URBAN BICYCLE SYSTEM

ŚCINAWA CITY BIKE

I. PRELIMINARY PROVISIONS

1. These Regulations define the conditions and rules for the use of the urban bicycle system **Ścinawski Rower Miejski** in **Ścinawa**, which operates in the area designated by the **Municipality of Ścinawa, 17 Rynek Street, 59-330 Ścinawa** in accordance with Annex No. 1 to the Regulations.
2. These Terms and Conditions are available on the website <https://srm.bike/> and on the dedicated ROOVEE app.
3. The operator of the **Ścinawski Rower Miejski** system is ROOVEE S.A, with registered office in Warsaw, ul. Ryżowa 33a/7, 02-495 Warsaw (hereinafter referred to as: "**Operator**"). The Operator shall provide services connected with the operation of the **Ścinawski Rower Miejski** system in the city of **Ścinawa**. The Operator may be contacted through a dedicated customer service office available by phone at 22 300 51 19, by e-mail at: bok@roovee.eu and in the mobile application.
4. By using the urban bicycle system **Ścinawski Rower Miejski** the Customer confirms that he/she is familiar with the content of the Rules and accepts its provisions and undertakes to comply with them.

II. DEFINITIONS

1. **The Ścinawski Rower Miejski** system - a self-service bicycle rental system, consisting of: bicycles, software, **Ścinawski Rower Miejski** station areas, ROOVEE mobile application and ROOVEE LOCK CONTROL.
2. **Mobile** application - an application distributed by ROOVEE S.A., which is a digital Content, designed to be installed on mobile devices with Android or iOS system allowing, among others, to rent and return the bicycle and to make the payment for the rental/trip according to the Table of Fees and Penalties, which constitutes attachment No. 2 to the Rules.
3. **Electronic address (email address)** - a designation of an ICT system that enables communication by electronic means, in particular email.
4. **Update** - means an update to a digital service or digital content.
5. **Customer Service Office** or **BOK** - a service for accepting requests concerning the **Ścinawski Rower Miejski** system, by telephone at 22 300 51 19, 7 days a week 24 hours a day (during the period of **Ścinawski Rower Miejski** system operation), and by e-mail at: bok@roovee.eu or via the mobile application.
6. **Bonus** - an amount determined according to the Table of Fees and Penalties, which is charged automatically after the ride in the application in the case of renting a bike which is not in the return zone and returning it to the return station (completion of the ride). The bonus can only be used for rides on **Ścinawski Rower Miejski bikes**, no other equivalent (including cash) is available.
7. **Riding/rental time** - time counted from the moment of rental to the moment of return of the **Ścinawa City Bicycle**.
8. **Working days** - days from Monday to Friday excluding public holidays.
9. **Protective actions** - all actions which are taken against the Customer in the event of a breach of the Regulations of **Ścinawski Rower Miejski**. These actions, in particular, may include

suspension of the account, contact with the Customer, requesting payment of the amount due when the funds on the Customer's Account do not allow for covering the costs arising from the use of the System by the Customer. If the Customer does not voluntarily settle the amount due, it will also be enforced. All cases of theft and damage to the property of the **Ścinawski Rower Miejski System** will also be reported to the relevant authorities.

10. **Customer ID** - a personal set of characters in numerical form, which is also the telephone number given during registration. The identifier is necessary when authorising 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 or the Customer 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 entered into an agreement for the provision of electronic services or an agreement for the use of the **Ścinawski Rower Miejski** system.
13. **Highway Code** - means the **Road** Traffic Act of 20 June 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 allowing the use of the **Ścinawski Rower Miejski** system. The minimum balance of funds on the account is defined in the Table of Fees and Penalties. The initial deposit minus used funds can be withdrawn to your account at any time when using the service.
16. **Area of operation of the Ścinawski Rower Miejski system** - designated area in which the **Ścinawski Rower Miejski** system operates.
17. **The area of the Ścinawski Rower Miejski station** - a designated and marked area where the user can rent or return a rented bicycle. Information on bicycle stations can be found in appendix no. 1, the ROOVEE Mobile Application and on the website <https://srm.bike/>.
18. **Fee paid** - the fee which has been charged for the rental of the bicycle in accordance with the Table of Fees and Penalties and collected from the customer's account.
19. **Handling fee** - a fee which is charged at the time of incurring additional costs related to the incorrect return of the bicycle by the customer which is calculated in accordance with the Table of charges and penalties, from which the customer is entitled to submit a complaint.
20. **Additional Charge** - a charge levied when an action against the Regulations of the **Ścinawski Rower Miejski** system or the ROOVEE Regulations (which can be consulted on <https://srm.bike/>) according to the Table of Charges and Penalties is found, including leaving the bicycle in an unauthorised place, destruction or theft of the bicycle or any part of the infrastructure belonging to **Ścinawski Rower Miejski**. The Customer has the right to lodge a complaint against the charging of the Additional Charge.
21. **Autopay Online Payments** - Autopay payment system, by means of which the Customer may make payments in the **Ścinawski Rower Miejski** system. The operator of the Autopay system is Autopay S.A. with its seat in Sopot, 81-717 Sopot, ul. Powstańców Warszawy 6, registered in the Register of Entrepreneurs kept by the District Court Gdańsk-Północ in Gdańsk, VIII Economic Division of the National Court Register under KRS no. 0000320590, NIP no.: 585-13-51-185, REGON no.: 191781561.
22. **Stop/pause** - stopping the ride in the Mobile Application by the user of the **Ścinawa City Bike** and by manually closing the ROOVEE LOCK CONTROL.
23. **Customer's account** - individual account of the Customer in the **Ścinawski Rower Miejski** system, on which credit operations are carried out as well as debits for the use of the system in accordance with the Table of Charges and Penalties.

24. **Regulations** - these Regulations, which define the types, scope, principles and conditions of using the Ścinawa *City Bicycle* system in *Ścinawa*, as well as the scope of rights, obligations and bearing possible responsibility of the Customer and the Ordering Party. Acceptance of these Regulations and fulfilment of all conditions is a condition for the use of the Ścinawski Rower *Miejski system* in *Ścinawa* (including renting a bike from Ścinawski Rower *Miejski*) and is also a necessary condition in the process of registration in the Ścinawski *Rower Miejski* system. The Customer enters into a contract with the Orderer at the moment of acceptance of the Regulations and fulfilment of additional prerequisites specified in the Regulations.
25. **Reservation** - reservation of a selected *Ścinawski Rower Miejski* bike available in the Mobile Application by the Customer on the principles defined in the Rules.
26. **RODO** - means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons 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 4 May 2016,-
27. **ROOVEE LOCK CONTROL** - bicycle security device (equipped with ROOVEE electronic module) implementing the process of: renting and returning the bicycle, controlling the lighting on the bicycle, and monitoring the position of the bicycle (GPS, accelerometer).
28. **PNPK** - means a natural person, running a sole proprietorship, concluding a direct contract with the **Ordering Party**, when its content shows that it does not have a professional character for him/her, in particular resulting 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;
29. **Bicycle return area** - the preferred location for the return of bicycles designated by the Contracting Authority.
30. **Stand** - an element of the *Ścinawski Rower Miejski* station, used to park the *Ścinawski Rower Miejski* bicycles.
31. **Means of electronic communication** - technical solutions, including ICT devices and associated software tools, that enable individual communication at a distance using data transmission between ICT systems, in particular electronic mail
32. **Information and communication systems** - means a set of cooperating IT devices and software, ensuring the 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 16 July 2004, - Telecommunications Law;
33. **Table of charges and penalties** - a price list of services, charges and penalties of the *Ścinawa City Bicycle* System applicable to the Customer, which constitutes an appendix no. 2 to the Regulations, and available on the website <https://srm.bike/>.
34. **Telecode** - a four-digit number that allows you to rent a bike without using the Mobile Application.
35. **Information totem** - an element of the *Ścinawski Rower Miejski* station.
36. **Digital Content** or **Digital Content** - data produced and delivered in digital form.
37. **Agreement** - agreement concluded between the Customer and the Operator of the *Ścinawski Rower Miejski* system, establishing mutual rights and obligations defined in the Regulations. The Agreement with the content encompassing the provisions of the Regulations is automatically concluded at the moment of the Customer's registration in the *Ścinawski Rower Miejski system* and on condition of the Customer's declaration of acceptance of the Regulations and payment of the initial fee.
38. **Electronic Services Agreement** - an agreement pursuant to which the Operator provides Electronic Services to the Customer.
39. **Digital Service** or **Digital Services** - a service that allows the customer to produce, store or access digital data and otherwise interact using digital data

40. **u.p.k.** - means the Consumer Rights Act of 30 May 2014,
41. **Electronic Services** - means the free electronic services provided by the Operator to the Customer, in particular:
 - a) account service in the Mobile Application;
 - b) services ensuring the operation of the *Ścinawa City Bicycle*
42. **u.ś.u.d.e** - means the Act on Provision of Electronic Services of 18 July 2002,
43. **Bicycle rental** - an operation carried out via the Mobile Application available for download at <https://srm.bike/> using the QR code found on the bicycle, by means of a Telecode, or by SMS for a fee in accordance with the Table of charges and penalties.
44. **Termination of the rental** - operation consisting of manually closing ROOVEE LOCK CONTROL and terminating the ride in the app or, in the case of a rental made via Telecode or SMS, contacting the BOK to confirm the correct termination. The ride must be terminated in a public place that is accessible to the public, excluding underground car parks, garages, cellars, tunnels, buildings, forests, parks, other areas that are closed and private properties, within the operating area of the *Ścinawski Rower Miejski*.
45. **Contracting Authority** - Municipality of Ścinawa, 17 Rynek Street, 59-330 Ścinawa
46. **Return of the bicycle outside the station area** - return of the bicycle outside the designated areas of the *Ścinawski Rower Miejski stations*, in a public place, publicly accessible with the exclusion of underground car parks, garages, cellars, tunnels, buildings, forests, parks, other areas which are closed and not accessible to the public and private properties, in the area of operation of the *Ścinawski Rower Miejski*.
47. **Return of the bicycle in the station area** - return of the bicycle in one of the designated areas, i.e.: station area or in the return area of the *Ścinawski Rower Miejski* with observance of the requirements Completion of the rental in a public place, excluding locations: underground car parks, garages, basements, tunnels, buildings, forests, parks, other areas that are closed and not accessible to the public and private properties, in the area of operation of the *Ścinawski Rower Miejski*.

III. GENERAL TERMS AND CONDITIONS OF USING THE *Ścinawa City Bike System*

1. **The Ordering** Party enables 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 <https://srm.bike/> in a manner that enables the content of the Terms and Conditions to be obtained, reproduced and recorded by means of the ICT system used by the Customer.
4. Pursuant to art. 6 pt. 1 of the a.m.d.e., the Operator/Client informs that the use of services provided electronically may be associated with specific risks related to the possibility of loss of availability, confidentiality or integrity of data. In order to minimise the aforementioned risk, the Operator recommends that the Customers apply organisational and technical measures that are adequate to the identified risks, in particular anti-virus software or software protecting identification on the Internet.
5. In order to conclude the Contract, the Customer is obliged to provide true and complete personal data.

IV. TECHNICAL CONDITIONS

1. In order to use *Ścinawski Rower Miejski via the* Mobile Application, the Customer should fulfil the following technical conditions together:
 - a) having a phone with permanent access to the Internet; equipped with the Android or iOS operating system in the version specified in the shop appropriate for the operating system;
 - b) installation, on the device referred to in point a), of the Mobile Application
 - c) to have an active electronic address (email address) during the period of conclusion and performance of the Agreement or the Agreement for the Provision of Electronic Services to be able to receive and send messages by means of electrical communication in the form of electronic mail;
 - d) having an active mobile telephone number during the period of conclusion and performance of the Agreement or the Electronic Services Agreement;
2. The operator provides the latest version of the Mobile Application on either the Android or iOS operating systems. In order for the application to function correctly, the latest available version must always be installed.
3. When registering and using *Ścinawski Rower Miejski*, the Customer is obliged to keep the password and login secret and not to make them available to third parties.

V. CONCLUSION OF THE CONTRACT

1. The conclusion of the Agreement requires that the following requirements are met by the Customer:
 - a) downloading the Mobile Application and registering an account;
 - b) registration in the *Ścinawski Rower Miejski* system via the Mobile Application or the website <https://srm.bike/>;
 - c) to provide the required and correct personal data, i.e. your real name, e-mail address and mobile phone number for further authorisation;
 - d) acceptance of the conditions set out in the Terms and Conditions;
 - e) payment of the initial fee indicated in the Table of Fees and Penalties;
 - f) having the ability to ride a bicycle;
2. The Contract shall be concluded when all the conditions set out in paragraph 1 above have been fulfilled together.
3. In order to access the Materials, it is necessary to have an account.
4. If the Customer provides incorrect data, **the** Customer may block the Customer's account, which will make it impossible to use the *Ścinawski Rower Miejski* system.

VI. CONCLUSION OF THE E-SERVICE CONTRACT

1. In order to conclude an Electronic Services Agreement, it is necessary for the Buyer to fulfil the following conditions together:
 - a) acceptance of the Rules of Procedure;
 - b) use of the Account service
 - c) use of the Mobile Application
2. The conclusion of the Agreement for the provision of Electronic Services shall take place upon the creation of an account.
3. The Agreement for the Provision of Electronic Services shall expire:
 - a) in relation to the Electronic Services provided in order to ensure the functioning of the Mobile Application as soon as the use of the Electronic Services is discontinued, e.g. by uninstalling the Mobile Application;

- b) in relation to an Electronic Account Service, upon 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 a first password from the Operator at the email address provided, which must be changed immediately upon receipt.
3. The Operator undertakes actions aimed at ensuring proper operation of **Ścinawski Rower Miejski** and Mobile Application, the Customer will immediately inform the Operator about any malfunction of **Ścinawski Rower Miejski** and Mobile Application.
4. The Operator may carry out technical, maintenance and development work on the Website, in particular adding, changing or deleting functionalities of **Ścinawski Rower Miejski** and the Mobile Application,

VIII. GENERAL TERMS AND CONDITIONS FOR LOANING BICYCLES IN *Ścinawski Rower Miejski*

1. The customer rents the bicycle from the **CONTRACTOR** on the conditions specified in the Regulations. The customer undertakes to comply with the terms and conditions of the Terms and Conditions, in particular to pay the fees in accordance with the Table of Fees and Penalties, to use the bicycle in accordance with these Terms and Conditions and to report defects via the application or by e-mail at bok@roovee.eu.
2. In order to use **Ścinawski Rower Miejski**, the customer should have the skills to ride a bike and should be familiar with the regulations of the Road Code in the scope of cycling and should be in a state of health which allows safe use of a bike.
3. From the time of hire of the bicycle until the end of the rental, the customer is solely responsible for the bicycle.
4. In the case of a theft of the bicycle during the rental, the customer is obliged to immediately notify the Customer Service at 22 300 51 19 and to immediately report this fact to the nearest police or municipal police unit.
5. In the event of inadequate security of the rented bicycle, the Customer shall be financially responsible for its theft, in particular if he/she fails to lock the ROOVEE LOCK CONTROL manually or leaves the bicycle in underground car parks, garages, cellars, tunnels, buildings, forests, parks, other areas which are locked and inaccessible to the public and private properties, in the area of operation of the **Ścinawa City Bicycle**.
6. The customer may rent a maximum of **2 bicycles** at the same time. If the customer rents **2 bicycles**, he/she is fully responsible for all the bicycles he/she rents.
7. **The CONTRACTING AUTHORITY** allows the customer to mount their own bicycle seat to the **Ścinawski Rower Miejski bicycle**. The customer bears the sole responsibility for the assembly and any possible damage resulting from the assembly and use of the bike seat. Before mounting the bike, the customer should check the technical condition of the bike, in particular the **PLACE ON WHICH THE SEAT IS MOUNTED**.
6. Minors, i.e. persons who are at least 13 years of age and under 18 years of age or other persons who have limited legal capacity, must provide **the Contracting Authority with a** written consent of a parent (legal guardian) or statutory representative to enter into the Contract, together with a relevant declaration attached as Appendix 3 to the Terms and Conditions on assuming liability for any damage, in particular in connection with non-performance or improper performance of the Contract. Both the consent and the statements must include the handwritten signature of the person making the relevant statements and contact details of the parent/legal guardian,

including a telephone number. The Operator/Contracting Authority reserves the right to verify the declarations, including contacting the persons signing the document. The statement must be delivered in an electronic version (scan) to: bok@roovee.eu. Upon positive verification, the Agreement is deemed to have been concluded and from then on the minor has access to the Mobile Application and may use its functionalities.

7. Neither the Principal nor the Operator shall be liable for the provision of false data by persons of limited legal capacity.
8. The customer may use the rented bicycle on the territory of the City of **Ścinawa** within a defined area, which is specified in Appendix No. 1 to these Regulations. The area can also be consulted on the website <https://srm.bike/> and on the mobile application.
9. The stop/pause is included in the rental time and is added to the final charge according to the Table of Fees and Penalties.
10. Booking a bicycle is voluntary and allows the customer to reserve the bicycle of his/her choice. The reservation lasts 10 minutes and is not included in the rental time of the bicycle. If the bicycle is not rented within 10 minutes of the booking, the booking is released automatically. The reservation is free of charge. The system operator may limit the number of reservations made in a row and also introduce a time after the end of the reservation, during which it will not be possible to start a new reservation.
11. If it is found that the Customer uses **Ścinawski Rower Miejski** infrastructure in a manner inconsistent with the Regulations, the Ordering Party may block his/her account. In such a situation, re-registration can be made only after the **Ordering Party's** prior consent.
12. **The Purchaser** reserves the right to contact the Customer for the purpose of fulfilling the Contract.

IX. CUSTOMER LIABILITY AND PROHIBITED CONDUCT

1. The customer is responsible for using the bicycle in accordance with the Terms and Conditions, the intended use 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 via 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 is responsible for the bicycle and is obliged to 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 he/she should immediately report the damage via the Mobile Application using the option **Report bike damage** and withdraw from the ride and rental with the damaged bicycle. In the case of the Customer's failure to verify the technical condition of the rented bicycle, **the** Customer shall be released from any liability for damages incurred by the Customer to the fullest extent permissible within the limits of the applicable law.
5. In the case of a malfunction while using the bike, the customer is obliged to report this fact to the Customer Service as soon as possible and return the bike in the **Ścinawa City Bicycle** station area, and in case of an impossibility to continue the ride, to stop further use of the bike and return the bike at the nearest available place according to the rules of Termination of the rental and Return of the bike outside the area.
6. It is forbidden to use bicycles in a manner incompatible with their intended use, in particular:
 - a) exceeding the load capacity of the boot
 - b) use of the bicycle for more than the allowed number of persons, the value of which has been indicated for the respective type of bicycle
 - c) driving a speeding bicycle up high kerbs,

- d) use of bicycles outside places of bicycle traffic, including skateparks,
- e) competitive riding, performing bicycle stunts,
- f) use of the bicycle at the risk of damaging it,
- g) changing derailleur gears on a bicycle when standing and in motion with the chain tensioned,
- h) exceed the load capacity of the luggage carrier of all types of bicycles and the cargo and electric cargo bike boxes indicated in the Terms of Use;

Additional penalties will be charged for using the bicycles in a manner inconsistent with their intended use in accordance with the Table of Fees and Penalties - appendix no. 2 to the Rules.

7. It is forbidden to use the bicycles of the **Ścinawa City Bicycle** System by persons under the influence of alcohol, intoxicants, any psychoactive substances or substitute substances within the meaning of the regulations on counteracting drug addiction, or medicines, the intake of which constitutes a contraindication to driving.
8. The customer may only use the bicycles for private use.
9. It is forbidden for the customer to transport bicycles by car or other means of transport, whether public or private.
10. During the rental, the customer bears full responsibility for the bicycles lent or made available to third parties, in particular for any damage and theft, until the rental is correctly terminated.
11. It is prohibited for the Customer to use private security devices (e.g. rope, chain, U-lock, combination locks) which are not part of the **Ścinawski Rower Miejski** 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 appendix no. 2 to the Regulations.
12. The customer is obliged to return the rented bicycle in a condition not deteriorated from the state in which he/she decided to rent the bicycle.
13. In the event of any problems returning the bicycle, the customer must contact Customer Service immediately.
14. In the event of an incorrect return, in particular by not locking the ROOVEE LOCK CONTROL or by returning the bicycle in an unauthorised place, the customer will be charged for any further rental and will be held fully responsible for the theft or damage to the bicycle.
15. The Customer shall be liable for any potential damage resulting from the non-performance or improper performance of the Contract up to the full amount.
16. The customer is obliged to cover all fines, penalties and fees imposed on him/her in connection with the use of the bicycle contrary to the applicable legislation and the Rules.
17. In the case of destruction or damage to the infrastructure of the **Ścinawski Rower Miejski** system (bicycles, racks, information boards), the Customer will be obliged to cover all repair costs. The Customer will be issued a bill or VAT invoice for carrying out the relevant repair in accordance with the Table of charges 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 of intentional destruction or damage to the infrastructure of the **Ścinawski Bicycle City** System, a report will be filed with the law enforcement authorities, and the person who caused the damage will be required to pay all costs for the damage or destruction.
19. In the event of non-payment, **the Ordering** Party reserves the right to take appropriate legal action against the Customer to obtain payment for the Agreement executed, resulting in the Account being blocked until the amount due is paid. The Operator shall have the right to charge statutory interest for late payment on overdue amounts from the due date until payment is actually made in full.

X. METHODS OF PAYMENT

1. The fees to be paid by the Customer **to the Contracting Authority** for the performance of the Contract are set out in the Table of Fees and Penalties.
2. Payments for using the *Ścinawski Rower Miejski* system are made using Autopay Online Payments.
3. The client pays the initial fee and any charges under the Table of Fees and Penalties via the wallet module in the app.
4. When making a payment, the Customer shall read and accept the terms and conditions relating to the Autopay Online Payment function.
5. Any claims and complaints of the Customers relating to the provision of payment services or the operation of the system will be addressed to the service provider of the system - Autopay S.A. with its registered office in Sopot, 81-717 Sopot ul. Powstańców Warszawy 6, registered in the register of entrepreneurs kept by the District Court Gdańsk-Północ in Gdańsk, VIII Commercial Division of the National Court Register under the KRS no. 0000320590, NIP no.: 585-13-51-185, REGON no.: 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, he should contact the e-mail address bok@roovee.eu.

XI. RENTAL AND RETURN OF THE BICYCLE

1. Bicycle rental is possible if the customer has an active account and has made an initial payment.
2. The rental time including Standstill/Pause will be charged according to the Table of Charges and Penalties until the rental is correctly terminated. If insufficient funds are available on the account, the client does not have to terminate the rental, but is obliged to pay the difference (underpayment) within 7 days. If the payment is not made within the specified period, a procedure will be initiated to obtain the amount due from the Operator.
3. The rental is made by activating the application on the mobile device and scanning the QR code, which is located on the handlebars and the ROOVEE LOCK CONTROL device, or by contacting the Customer Service and providing the telephone number, Telecode and the number of the bicycle to be rented. It is also possible to rent a bicycle via SMS by sending a message with the text "start bicycle number", e.g. "start 1627629", to the telephone number +48 500 70 70 70. After correct scanning of the QR code via the application or by 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 the rental of the bicycle in accordance with the Table of Fees and Penalties.
5. In accordance with the provisions of Chapter IX, point 4, the customer is obliged to verify the technical condition of the bicycle before the ride. In the event of finding a defect on the bike, the customer shall immediately report the defect via the Mobile Application, using the option **Report a bike malfunction** or by contacting the BOK and shall refrain from using (riding) and thus renting the bike. The customer is responsible for any possible damage resulting from riding a defective bicycle.
6. It is not recommended to use the Stop/Pause option outside the operating area of the system. This may result in difficulty in renting the bike again.
7. Before placing the mobile phone in the phone holder, the customer must 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 clamp, a QR code and rubber bands securing the phone on both sides. In case any of the components are missing or the holder is otherwise damaged, the customer is obliged to immediately report the fault 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 cradle despite the absence of any of the elements or other damage to the cradle, is responsible for the phone so carried and waives the right to any claim for its possible damage.

8. 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 to and leaving behind items carried in the basket.
9. The luggage carrier on the electric cargo bike, which is mounted on the front of the bike, is designed and suitable for carrying goods and children up to a maximum weight of 120 kg. It is essential that the goods and children being carried are secured with safety belts. The customer will be held responsible for any damage resulting from improper use of the luggage carrier, as well as for damage to and abandonment of items carried in the carrier.
10. The maximum load on the bike is 120 kg.
11. The customer should choose the bicycle for rental taking into account his/her height and ability to move freely.
12. Bicycles are intended for use by 1 person.
13. In the event of any problems with the rental or return of the bicycle, the User should contact the Customer Service immediately.
14. There is no additional charge for returning the bicycle in the area of the **Ścinawski Rower Miejski** station.
15. If the bicycle is returned outside the area of the **Ścinawski Rower Miejski** station, the customer will be charged an additional fee of PLN 10.00.
16. If a bicycle is left outside the operating zone of the **Ścinawa City Bicycle**, the customer will be charged a penalty in the amount of:
 - up to 15 km - PLN 500.00
 - over 15 km - PLN 1,000.00.

The customer is liable for any damage, damage to or theft of the bicycle, if the bicycle is left outside the operating area of the **Ścinawa City Bicycle**, to the full amount.

17. The electric bike and electric cargo bike are equipped with a display where it is possible to check the charge level of the electric battery before hire. The electric bicycle is subject to discharge as the electric assistance is used. The customer acknowledges that in the event of low battery levels the electric assistance may cease to function
18. The maximum rental time is 12 hours. A penalty of PLN 200 will be charged to the customer for exceeding 12 hours of rental.
19. 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 return area of the **Ścinawski Rower Miejski** with the requirements of Completing the rental in a public place, excluding the locations of: underground car parks, garages, basements, tunnels, buildings, forests, parks, other areas which are closed and not accessible to the public and private properties, in the area of operation of the **Ścinawski Rower Miejski**. The bicycle must be supported by a leg/foot. It is not permissible to leave the bicycle in a lying position. The bicycle must also not be leaning against a pole, tree or building.
20. The customer is obliged to take a photo of the bike after each ride by using the function in the app "Take a photo".
21. The photograph taken of the bicycle referred to in para. 23 above, must be legible and include the entire rented bicycle. The photo, apart from 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 those persons.
22. The customer is obliged to check after each trip that the trip has been completed correctly in the application. If it is not possible to complete the ride in the application, the customer must 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 Charges and Penalties.

23. If the ROOVEE LOCK CONTROL cannot be locked, the CLIENT is obliged to contact the Customer Service immediately. If no contact is made, the Customer shall be responsible for any possible damage, breakage or theft of the bicycle up to the full amount of the loss incurred by the **CONTRACTOR**.
24. In the case of incorrect return of the bicycle, in particular failure to lock the ROOVEE LOCK CONTROL device or leaving the bicycle in an unauthorised place, the customer will be charged in accordance with the Table of charges and penalties. The customer shall be held fully responsible for the incorrectly returned bicycle until the ROOVEE LOCK CONTROL device is correctly locked or the bicycle is left in an authorised place within the operating area of the *Ścinawa City Bicycle*.
25. In the event of an accident or collision while using the rented bicycle, the customer is obliged to write down an appropriate statement or call the police to the place of the incident. In the event of such an occurrence the customer is also obliged to inform the Customer Service.

XII. FAILURES AND REPAIRS

1. In the event of any malfunction, the Customer should immediately report it via the application using the **Report fault** module or make a report via Customer Service. If a failure is not reported, the customer may be charged for the subsequent repair costs.
2. The customer is not entitled to repair the rented bicycle or interfere in any other way. The only person entitled to do so is the **customer**.
3. It is recommended that the customer has the possibility to contact the Customer Service (by phone or e-mail) while using the rented bicycle.

III. FEES

1. All charges shall be calculated in accordance with the Table of Fees and Penalties, which, in accordance with the provisions of the Regulations, is attached as Appendix 2.
2. Charges for the use of a rental bike vary and depend on the length of the rental/pause.
3. The calculation of the fee is based on the number of minutes of rental, which is counted from the moment of renting the bike until the end of the rental.
4. In the event that the charged fares exceed the available funds, the Customer is obliged, in accordance with the provisions of Section XI, point 2 of these Terms and Conditions, to replenish his/her account to at least a balance of PLN 0 within 7 days.

XIV. RIGHT OF WITHDRAWAL AND TERMINATION

1. The consumer or the PPC shall be entitled to withdraw from the
2. To withdraw from the Agreement within 14 calendar days of its conclusion without stating reasons and without incurring costs. In order to withdraw from the Contract, it is necessary for the Consumer or PNPk to make an unequivocal statement, e.g. by post or e-mail to bok@roovee.eu. It is sufficient to send a notice of withdrawal from the Contract before the expiry of the deadline referred to in the first sentence. A model declaration of withdrawal is attached as Annex 6 to the Terms and Conditions. The consumer or PNPk may use it, but is not obliged to do so.
3. **The Purchaser shall**, within 14 days from the date of the declaration of withdrawal, refund to the Consumer or PNPk the amount that is credited to their account. **The Purchaser** shall refund the Consumer or PNPk using the same payment method used by the Consumer or PNPk, unless the Consumer or PNPk has agreed to make the refund by a different method that does not incur any costs for the Consumer or PNPk.

4. If the Consumer or the PSC exercises the right of withdrawal after having made a request in accordance with Articles 15(3) and 21(2), u.p.k. shall be obliged to pay for the services performed up to the time of withdrawal.
5. After the expiry of the period referred to in paragraph 1 above, the Customer has the right to terminate the Agreement at any time during its duration. The termination of the Agreement shall be sent to bok@roovee.eu. Termination of the agreement shall take place as soon as possible, however no later than 5 days after receipt of the notice of termination, unless the Customer, according to his/her settlement account, **has** unpaid receivables towards the Customer, **in which case the agreement shall be terminated upon settlement of his/her** settlement account to a balance of 0 PLN by the Customer.
6. 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 Customer. The funds will be reimbursed within 21 days from the date of termination of the Agreement.

XV. COMPLAINTS

1. The customer is entitled to lodge a complaint, which should be submitted by e-mail or in writing to the address of **the ordering party**.
2. It is recommended that the Customer indicates the following information in the complaint:
 - a) name;
 - b) contact details;
 - c) brief description of the situation
 - d) information (evidence) supporting the situation described
3. Complaints will be dealt with immediately, but within no more than 14 days of receipt or supplementation. If it is necessary to supplement the complaint, the time limit shall run from the date of delivery of any documents, explanations and similar supplementary documents. If it is necessary to supplement the documents, **the Purchaser** will indicate the scope of the documentation to be supplemented.
4. The customer will be informed accordingly by e-mail, either to the e-mail address provided during registration or to the e-mail address provided during the complaint.
5. The lodging of a complaint does not release the Customer from the fulfilment of its timely obligations due to the Operator.
6. The handling of the complaint consists in particular of the identification of the problem, a thorough assessment of the validity and the resolution of the complaint.
7. The Customer shall have the right to appeal once against a decision made by the Operator within 14 days of delivery of the decision to the Customer. The appeal should also be sent to ul. Ryzowa 33a/7, 02-495 Warszawa. The appeal will be considered within 14 days of its receipt. The Customer also has the right to apply for reconsideration of the case which is the subject of the decision, which was issued as a result of the complaint, or may file an appeal to **ECO Ścinawa**, ul. Stanisława Staszica 35, 06-100 Ścinawa.
9. The Customer shall be entitled to claim damages for failure to provide or improper provision of the Service in court proceedings once the complaint procedure has been exhausted.
10. The operator's liability in respect of non-performance or incorrect performance of the service shall be limited to the actual damage and shall not include lost profits.
11. In the event of a complaint regarding fees, penalties charged, etc., and it is successful, the money will be refunded to the Customer's account in the Roovee system, within 14 days of the Customer being informed of the positive outcome of the complaint

XVI. ACCOUNT BLOCKING

1. In the event 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's Account with the **Ścinawski Rower** Miejski system.
2. The account may be blocked in particular if the Customer:
 - a) uses the bicycle in a manner incompatible with its intended use
 - b) he/she has not completed the personal data or has provided false data
 - c) leaves the bicycle unsecured ROOVEE LOCK CONTROL
 - d) damaged a bicycle or other property belonging to the Operator
 - e) hired 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 photograph showing something other than the vehicle in which the journey was made

XVII. PROTECTION OF PERSONAL DATA

1. The administrator of the Data processed by means of the ROOVEE System is the **Municipality of Ścinawa**, ul. Rynek 17, 59-330 Ścinawa, urzad@scinawa, telephone +48 76 740 02 00.
2. The Data Controller has appointed a Data Controller with whom you can contact by e-mail: urzad@scinawa.pl, or by telephone at 76 740 02 00.
3. The Data Controller informs you that your personal data will be processed for the following purposes:
 - a) the performance of the contract (pursuant to Article 6(1)(b) of the RODO);
 - b) to respond to enquiries and requests and to provide technical assistance and the basis for processing is the legitimate legal interest of the controller (pursuant to Art.6(f) RODO),
 - c) to determine the location of your device in order to be able to show you information about bicycle stations and to perform a service of showing you the route to the nearest bicycle on the basis of your 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 Controller informs you that your personal data will be stored for the period necessary for the performance of the contract or the existence of a legitimate interest of the Controller, and thereafter for the purposes and to the extent required by law or for the safeguarding of possible claims.
5. The Data Controller informs you 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. The provision of your data is voluntary, but is a condition for the conclusion and performance of the contract. Failure to provide personal data will result in the impossibility to conclude and perform the contract.

11. We would like to inform you that the recipients of your data will be the entities responsible for the operation of IT systems, entities providing accounting and legal services, as well as all authorised institutions and authorities under the applicable legislation.
12. Your data are not subject to automated decisions
13. For information regarding the processing of personal data concerning you, please contact: +48 76 740 02 00, urzad@scinawa.pl.

XVIII. OUT-OF-COURT DISPUTE RESOLUTION

1. **The CONTRACTING AUTHORITY** informs that the Consumer or PNPk has the right to settle complaints out of court as well as to assert claims.
2. The out-of-court handling 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 Voivodship Inspectorates of Trade Inspection. Detailed information on how to access this procedure and the applicable procedures 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) through mediation conducted by voivodship inspectorates of the Trade Inspection and their branch offices. The role of the mediator in the dispute is then performed by an employee of the inspectorate, while observing the principles of impartiality and fairness. Detailed information on how to access this procedure and on the procedures applied is available in the offices and on the websites of individual Voivodship Inspectorates of Trade Inspection.
3. The consumer or PNPk can also make use of the district consumer ombudsman. District consumer ombudsmen are available at the district or town hall (in towns with district rights). Detailed information is available at: <https://uokik.gov.pl/rzeczniczy.php>.
4. The consumer has the right to lodge a complaint via the EU ODR (Online Dispute Resolution) platform available at: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>.

XIX. AMENDMENT TO THE RULES OF PROCEDURE

1. **The CONTRACTING AUTHORITY** shall be entitled to amend the Regulations for important reasons, in particular:
 - a) the need to adapt the Rules of Procedure to changes in legislation, recommendations, interpretations or guidelines from competent courts or authorities;
 - b) a decision of a competent common court or a decision of a competent authority which may affect the rights or obligations of the **CONTRACTOR** or the Purchaser.
2. The amended Terms and Conditions will be published on the Website at <https://srm.bike/> and on the Application. Each version of the Terms and Conditions has been provided with information as to when it is effective.
3. In addition, **the PURCHASER** shall notify the Purchaser of the intended change to the Terms and Conditions to the electronic address (email) indicated by the Purchaser.
4. The amended Terms and Conditions shall 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 **CONTRACTOR on the** basis of a decision of a general court or an authority.
5. In the event of non-acceptance of an amendment to the Terms and Conditions, the **CONSUMER** or PNPk shall inform the **CONTRACTOR** of its decision in the manner of its choice.

XIII. FINAL PROVISION

1. The Rules of Procedure are subject to Polish law and have been drawn up in accordance with Polish law.
2. In matters not covered by these Rules, the provisions of the applicable law shall apply.
3. Disputes between the **CONTRACTOR** and a Customer who is not a Consumer or a PNPk shall be dealt with by the common court with jurisdiction over the registered office of the **CONTRACTOR**. In the case of disputes with a Consumer or a PNPk, the jurisdiction of the court will be determined according to the general rules.
4. The regulations are effective as of 17.04.2024.

Annexes to the Regulations:

Annex 1 Stations and operating zone of the SRM system

Annex 2 Table of fees and penalties.

Annex 3 Declaration by parent/legal guardian.

Annex 4 Complaint form.

Annex 5 Refund Form

Annex 6 Model declaration of withdrawal

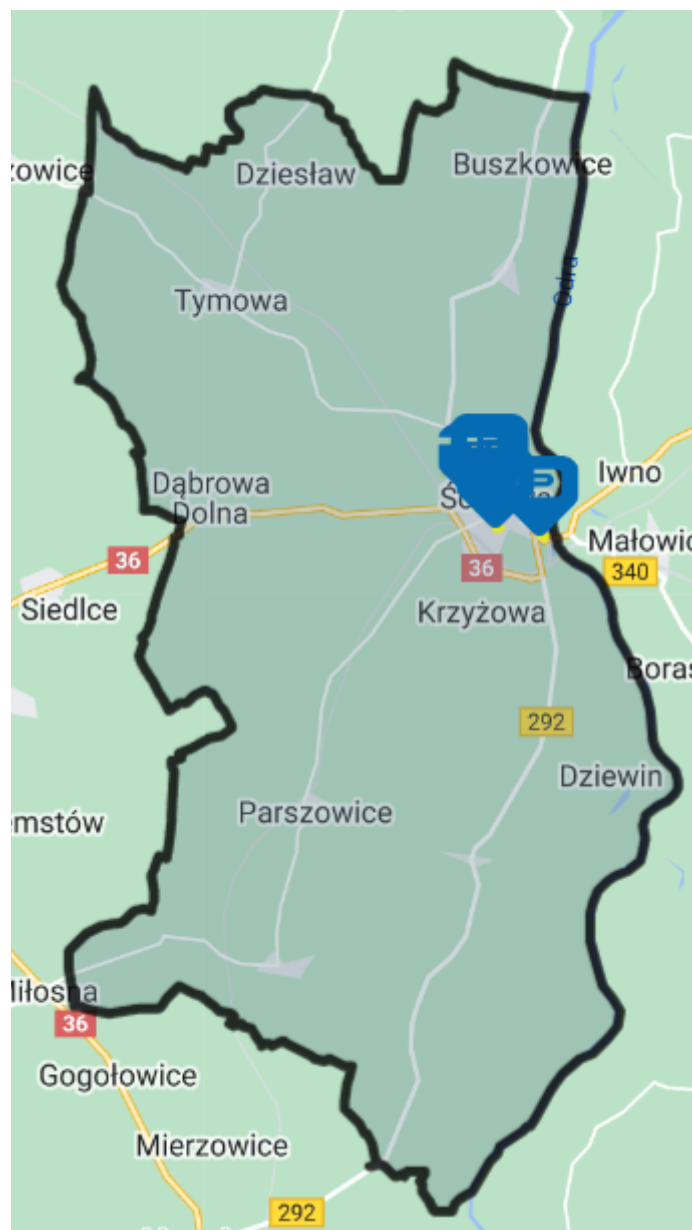
Annex 1

Locations of designated bicycle stations and area of operation of the Ścinawski Rower Miejski system

a) locations of designated bicycle stations

1. CTiK
2. John Paul II
- 3 Park&Ride
- 4 The market
5. SP3/K Królowej Jadwigi

b) the area of operation of the system



Annex 2 Table of charges

Lp.	Title	Gross amount
1.	Initial fee (to be used for refundable rides):	PLN 10.00
2.	Minimum state of funds to enable the start of a cycle ride:	PLN 10.00
3.	Fee for each 60 minutes of bike rental started:	2.00 00zł
4.	Additional charge for exceeding 12 hours of rental time:	PLN 200.00
5.	Additional charge for leaving a bicycle outside a designated bicycle station in the area of operation of the Ścinawski Rower Miejski system:	PLN 10.00
6.	Additional charge for leaving the bike outside the operating area of the Ścinawski Rower Miejski system (up to 15 km):	PLN 500.00
7.	Additional charge for leaving the bike outside the operating area of the Ścinawski Rower Miejski system (from 15 km):	PLN 1000.00
8.	Additional charge for using a bicycle contrary to the intended use (in particular skatepark riding, riding stunt or riding on a surface not designed for it resulting in damage to the bicycle):	PLN 500.00
9.	Additional charge for carrying third parties in contravention of the Regulations:	PLN 300.00
10.	Additional charge for leaving a bicycle in a place other than a public place (including garages, private properties, closed cemeteries, cellars, buildings, cars)	PLN 500.00
11.	Penalty charge for theft or total destruction of a bicycle	PLN 5000.00

	Penalty charge for destruction or theft of individual items RM:	
1.	Standard bicycle frame	PLN 4 000.00
2.	Tricycle frame	PLN 7 000.00
3.	Dynamo	PLN 400.00

4.	Front lamp	PLN 80.00
5.	Rear lamp	PLN 80.00
6.	ROOVEE LOCK CONTROL	PLN 1 200.00
7.	Steering wheel	PLN 200.00
8.	Bell	PLN 40.00
9.	Pedal	PLN 50.00
10.	Basket	PLN 200.00
11.	Tyre	PLN 100.00
12.	Rim	PLN 200.00
13.	Spoke	PLN 2.00
14.	Saddle	PLN 200.00
15.	Bar	PLN 150.00
16.	Mudguard	PLN 100.00
17.	Power cables, plugs	PLN 150.00
18.	Support	PLN 100.00
19.	Hub	PLN 700.00
20.	Fork	PLN 250.00
21.	Grips	PLN 50.00
22.	Handles	PLN 100.00
23.	Brake levers:	PLN 200.00
24.	Crank	PLN 40.00
25.	Phone holder:	PLN 50.00
26.	Handlebar support:	PLN 200.00
27.	Seat	PLN 1000.00
28.	Repair work (one hour):	PLN 70.00

Annex 3 Declaration by the parent/legal guardian

Declaration (by parent/guardian)

I, the undersigned, give my consent for my child (minor) to enter into a

..... name of the
child

..... name of
mentor

..... phone
number of the supervisor

.....
tutor's e-mail address

agreement with ROOVEE S.A. for the use of the Ścinawski Rower Miejski System.

I accept the Rules and Regulations and declare that I assume full responsibility for any damage, in particular due to the minor's non-observance of the Rules and Regulations, and that I will cover the current liabilities specified in the Table of Charges. I further undertake to supplement my child's (minor's) account in the Ścinawski Rower Miejski System by means of the mobile application.

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

Annex 4 Complaint form

Complaint

Me,

(Name and) (phone number

I am complaint regarding the rental of a bicycle number

Z

(name of zone, exact address)

I rented the bike using the mobile application / telecode / SMS at.....,
whereas I made the return at, at the zone / stationcycling.....
outside the zone, at:
.....

The total driving/rental/pause/stopping time was.....I disagree with the charge of

because

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(reason for complaint)

Annex 5 Refund Form

Return of funds

.....
(Name) (Telephone number) (Email address)

I request reimbursement of the initiation fee paid on.....

To the account number

.....
(Place, date, legible signature)

Annex 6 Model withdrawal from the contract

(place and date)

MUNICIPALITY OF SCINAWA

UPDATE: _____

CUSTOMER:

(name and surname)

(mailing address)

Declaration of withdrawal

I, the undersigned (full name), hereby rescind the Agreement concluded between
me and the CONTRACTOR on _____.

(signature)