

TERMS OF SERVICE

Of the system of Kołobrzesci Rower Miejski also called KRM

[Effective from 15.06.2017]

I. General Provisions

1. The hereby Terms of Service shall specify the rules and conditions of the use of Kołobrzesci Rower Miejski system, also called KRM (further: KRM) launched for the city of Kołobrzeg and maintained by Nextbike Polska S.A. as system Operator with headquarters in Warsaw.
2. Terms of Service of KRM as well as the Privacy Policy are available free of charge on the internet website www.kolobrzescirower.pl in such a way so as to enable familiarising with the contents, obtaining, accessing and recording it. This document may be obtained at the headquarters of Nextbike Polska S.A. with its registered seat in Warsaw.
3. Contact:
Nextbike Polska S.A.
ul. Przasnyska 6b
01-756 Warszawa
e-mail: bok@kolobrzescirower.pl
tel.: +48 94 721 42 42 (call charges in accordance with Operators' tariffs).
4. Nextbike Systems are compatible, that is setting up an account in one of the systems enables the use of bike rental stations in other cities, in which the system operator is the Nextbike Polska S.A., unless the Terms of Service of a given system indicate otherwise. Current list of cities in which Nextbike systems are active may be found under the following link <https://nextbike.pl/o-nextbike/>

II. Definitions

1. **Terms of Service**-the hereby Terms of Service define principles and conditions of availing of KRM, and in particular, conditions, scope of rights and obligations and responsibility of persons who avail of the possibility of renting bikes in KRM system. Acceptance of the provisions of the Terms of Service and fulfilment of all conditions defined therein shall form the basis and the condition for the rental of a bike within KRM system.
2. **Agreement** - Agreement between Client and Operator which establishes mutual rights and obligations specified in the Terms of Service. It is considered that the Agreement containing the provisions of the hereby Terms of Service shall be automatically concluded at the time of registration of the Client within webpage www.kolobrzescirower.pl, mobile applicationon, terminal or by contacting our KRM customer service, and subject to confirming by Client Terms of Service, granting consent for personal data processing and initial fee payment paid during the registration process of the Client in KRM. .
3. **Operator** - Nextbike Polska S.A. Realizing services related to servicing KRM ul. Przasnyska 6b, 01-756 Warsaw, entered into the register of entrepreneurs of the National Court Register maintained by District Court for the city of Warsaw in Warsaw, XII Economic Department of the National Court Register under the KRS number 0000646950, REGON number 021336152, NIP number 8951981007,
4. **KRM System** - system of bike rental stations launched by the Operator, which includes, in particular, bikes, technical infrastructure, software and devices which enable the rental of bikes.
5. **Client** - participant of KRM System who has accepted the Terms of Service and is registered within the KRM System.
6. **KRM Service** - actions performed by the Operator in relation to the exploitation, repairs and maintenance of KRM.
7. **KRM Contact Center (CC)** - a platform launched by the Operator which ensures telephone contact for its Clients via a hotline at the following number 48 94 721 42 42, contact via electronic post via

e-mail to the address bok@kolobrzkeskirower.pl as well as a 24/7 service. Information regarding the functioning of CC is available on the internet website www.kolobrzkeskirower.pl

8. **KRM station**- set of bike stands with the devices for self-registration in the KRM system and for rental of bikes through KRM Terminal, Nextbike mobile application or contact with the KRM customer service . KRM List of Stations may be found on our website, mobile app and on terminal.
9. **KRM Terminal**-device for self-rental of bikes located in KRM Stations.
10. **Client Identifier**- Client personal number assigned to him by the Operator and saved in numerical format, in the form of mobile telephone number which the Client has defined during the registration at KRM and a 6 digit PIN number which was indicated during registration in KRM. In order to facilitate the process of rental and the return of bikes within the KRM system, the Client is allowed to use, post activation in KRM Terminal: Electronic Urban Card, ELS Electronic Student ID or payment proximity card. During the rental and the return of the bike they are treated as equal to the Client Identifier. During the rental and return of the bike the Client has the following methods of identification at disposal:
 - a. mobile telephone number which, together with PIN number is treated as equal to the Client Identifier;
 - b. ELS Electronic Student ID (ELS), proximity, personalized electronic card (chip+RFID) with its unique, encoded number together with PIN number;
 - c. payment cards-consumer credit cards, charge, debit and pre-paid cards issued by payment organizations of Visa International and Mastercard International issuers and other which fulfil the requirements of electronic payment means in the meaning of the act on electronic payment instruments (that is Journal of Laws of 2016, item 1572) with PIN number. Terminals are adjusted for cooperation with PayPass and PayWave types of products,

Post logging in on one's account on the website www.kolobrzkeskirower.pl each Client may switch off the PIN code through marking this option: *Upon each rental and return, in order to ensure my safety, please ask me about my PIN number.* This option allows for rental/return of a bike at the terminal without the need to indicate a PIN code with the use of the following methods of identification: b, c.
11. **Tables of charges and penalties** - price list of services and charges of KRM, being an integral part of the Agreement. The pricelist is available on the website www.kolobrzkeskirower.pl and on KRM Terminals.
12. **Pre-paid account** - personal account of a Client within the settlement system of KRM System where debit and credit operations are realized for the use of services and products offered within the KRM System in accordance with the Tables of charges and penalties. Pre-paid account may be topped up by the Client via upfront payment as a pre-payment.
13. **Initial fee** - the amount of initial fee within KRM System equates to 10PLN gross (in words: ten zloty) and is made by the Client upon registering in KRM System the payment of which constitutes an initial top up towards the top-up amount, which is refunded in case of not using funds and termination of the agreement.
14. **Top-up amount** – payment in amount of minimum 1,00 PLN on account of rentals or other settlements with the Operator made to the pre-paid account.
15. **Security procedure** - each action undertaken by the Operator in the event of lack of return of the bike at the agreed time and in the acceptable state, in particular, preliminary, debt-collection and court proceedings.
16. **User zone** - administrative borders of the City of Kołobrzeg.
17. **Bike rental** - rental of a bike from KRM Station by means of Client Identifier or via another method as specified in detail in clause VII of the Terms of Service.

18. **Bike return** - return of a bike to KRM Station. The process of bike return is specified in Clause X of the Terms of Service.
19. **Electric lock** - mechanism which releases and blocks the bikes in the docking station. Rental of a bike which is blocked by electric lock is possible from the terminal, through Nextbike mobile application or by contact with KRM CC
20. **Nextbike mobile application** - software allowing to rent and return the bike in the KRM system. App is available on Android, iOS and Windows phone.

III. General rules of use of KRM

1. The condition for the use of KRM System is submission by the Client of the required personal data upon registration, the acceptance of conditions defined in the hereby Terms of Service, payment of initial fee. The condition for the use of KRM is, furthermore, maintenance of a minimum top up level on the Client's account during the time of each rental, in the amount of no less than 10 PLN (in words: ten zloty).
2. The Operator lends a bike to a Client in line with the provisions specified in the Terms of Service. The Client is obliged to abide by the provisions of the Terms of Service, in particular, concerning the agreed payments and the use of the bike in accordance with the Terms of Service.
3. Persons above 13 years of age who have not attained the age of 18 (further referred to as minors) must, prior to conclusion of Agreement, submit to the Operator a written consent of at least one of the parents or legal guardians for the conclusion of the Agreement, as well as a statement on assuming responsibility by the parents or legal guardians on account of any potential damages, caused in particular as a result of non-performance or improper performance of the Agreement and on account of any ongoing liabilities defined in Tables of charges and penalties. Within the statement the parents or legal guardians undertake to top up the account of the minor within KRM System in a way so as to ensure that the account is active at the time of rental (VII, clause 1). In order to maintain a written form of legal action the Guardian is obliged to submit a handwritten signature on the consent. Scan of the letter must be posted via electronic means to the email address bok@kolobrzkeskirower.pl or via post to the address of the Operator or submitted in persons at the headquarters of the Operator.
4. The Client may rent up to four bikes at the same time. Upon reservation it is possible to increase the number of bikes rented at one time.
5. The use of the rented bike is allowed within the User zone.

IV. Responsibility/ Obligation

1. The Client is responsible for the use of a bike in accordance with its purpose and with the provisions of the Terms of Service.
2. The Client undertakes to return the bike in good technical condition and in the same state as it was in at the time of renting and in case of failure of the bike during the rental, should proceed in accordance with paragraph VII.6 below. The Client shall bear full responsibility for any results of events which occur pursuant to the breach by him of the law in place when using the KRM System.
3. The use of bikes via KRM System may take place solely for non-commercial reasons.
4. The Client is responsible for the bike/all the bikes he rents at a given time from the moment of rental from a KRM Station to the moment of their return to the KRM Station. In particular, the Client is obliged to undertake actions in order to prevent any damages or theft of the rented bike which may occur from the moment of renting the bike at any KRM Station to the moment of its return to any KRM Station.
5. In the event of theft of the bike that occurs during rental, the Client is obliged to inform KRM CC immediately after determining the theft.
6. The use of KRM System bikes is forbidden to persons under the influence of alcohol or other narcotic substances, psychotropic substances or equivalents in the meaning of provisions on counteracting

drug addictions; strong anti-allergic drugs, other medicines which by definition are forbidden or recommend not to be applied for drivers of any vehicles, is forbidden.

7. The Client bears full and total responsibility and undertakes to cover any tickets, fines, fees etc. obtained by the Client, related to the use of the bike and imposed on them out of their own fault.
8. In case of proven damages resulting from improper use of the equipment which is part of KRM System, the Client agrees to cover the costs of repair and restoring of the equipment in order for it to be restored to the state prior to rental. The Operator shall submit an adequate receipt or VAT invoice to the Client for completion of the necessary repair works. The Operator shall be authorized to charge an amount equivalent to the costs of repair or restoration of a bike from the top up amount on Client's account to which the Client hereby consents. Valuation of individual parts of the bike which has been damaged through the fault of the Customer will be made on the basis of Annex 2 to these Regulations called "Costs of repair and restore the bike in the System KRM."
9. In case of improper return of the bike out of the Client's fault, the Client bears costs of its further rental and is responsible for any potential theft or damage. In the event of any difficulties with the return of the bike the Client is obliged to contact KRM CC.
10. Any purposeful damage to the property of the Operator shall result in the necessity to bear costs of repair and restoration by the perpetrator and, in consequence, it may result in the initiation of court proceedings. The Operator reserves the right to recover any justified costs, including costs of legal representation, from the person who caused damages or destructions.
11. The Client is responsible for any potential damages which may arise as a result of non-performance or improper performance of the Agreement to the full amount, whilst, one of the elements of the damage may be the so called cost of bike restoration, specified in Tables of Charges and Penalties.
12. The users are forbidden to transport the KRM bikes via vehicles and other means of transport, owned by private persons, excluding means of public transport.

V. Registration

1. An obligatory condition for the use of KRM System is prior Client registration and payment of initial fee.
2. The registration takes place at the internet portal available at the address: www.kolobrzieskirower.pl In addition, a possibility of registration via telephone contact with an employee of KRM CC, terminal, as well as by means of Nextbike mobile application, available on Windows Phone, iOS and Android is allowed.
3. During the process of registration through the website www.kolobrzieskirower.pl, via Nextbike mobile application or via telephone contact with a KRM CC employee the indication of the following personal details is necessary:
 - a. name and surname,
 - b. contact address, that is city, street including flat/house number, postal code, country, email address,
 - c. mobile phone number,
 - d. credit card number in case of payment with credit card with the possibility of charging (optional),
4. During registration process at the KRM Terminal, the Client indicates the following personal details;
 - a. mobile phone number,
 - b. name and surname,,
 - c. payment card number with possibility of charging in case of payment via credit card,

Client is obliged to supplement with the remaining data as specified in point 3 (b) no later than within 24 hours post registration. In the event of failure to comply with the obligation to supplement the data, the Operator reserves the likely to remove this account from the KRM user database.

5. After registration an verifying e-mail will be sent to ensure that the data given upon registration is correct, after e-mail verification account will be verified.
6. Client accounts which contain incorrect personal data with OPLN account balance may be automatically deleted from the KRM database system.
7. During the registration process at KRM Terminal the Client enters the PIN code of his own. Whilst, during the registration via: internet website, Nextbike mobile application and KRM CC, PIN code is generated automatically. Post registration the Client receives a confirmation from KRM System regarding a successful registration as well as his individual PIN code which, together with an indicated mobile phone number, constitutes Client Identifier in KRM System.
8. The conditions for registering is indicating true data, acceptance of conditions specified in the hereby Terms of Service. and granting consent to process personal data in line with the act of 29 April 1997 on personal data protection for execution of the Agreement (consolidated text, Journal of Laws from 2016, item . The Client has the right to access the content of his personal data and the possibility to amend, supplement or change them. The data administrator is Gmina Miasto Kołobrzeg ul. Ratuszowa 13 with its registered seat in Kołobrzegu 78-100 , ul. Ratuszowa 13. Submission of personal data is voluntary, but necessary; lack of personal data submission prevents the use of KRM System services. The information on safety of personal data is available within the Privacy Policy document of Nextbike Polska, available at: www.kolobrzkeskirower.pl. Personal data are processed only for the operation of KRM and can be shared with other entities cooperating with Nextbike only within the framework of applicable laws.
9. The Operator reserves the possibility to contact Clients regarding matters related to Agreement realization.
10. The Client further grants consent for receiving via text messages and electronic post information materials concerning services provided by the Operator within the framework of KRM, as well as anonymous questionnaires sent by means of electronic post or available directly within the KRM System, targeted at obtaining by Operator demographic and profile Client personal data of Clients (such as education level, employment, age). Such data will be used in order to test the preferences of Clients and the adjustment level of Operator's offer to the expectations of Clients, as well as for the statistical analyses and for creation of general image among the Clients which is passed on to Operator's marketing partners. Receiving information materials and disclosure of the above noted data is at all times voluntary and the Client may at any time withdraw from obtaining these materials or questionnaires.
11. The content of individual transactions/rentals is available solely for the parties of the Agreement. Each Client who has performed registration, having logged in, has access to all his transactions/rentals for the period of their storage within the IT system. Client data concerning individual transactions/ rentals are stored by the KRM IT system. If there are no arrears in the scope of payments for the use of bikes they are deleted immediately upon submission by Client of a motion for their deletion but not earlier than after 2 years. In case of submitting a complaint, such data are stored until completion of the complaint procedure and potential proceedings caused by it, identification of claim by the Client and for evidence purposes. In case of a notification within this term (i.e. compensation or indemnification for damages)- data are processed during establishing the potential liability of the Operator/ Client and realization of the issued judgement in this regard.
12. Personal data are processed, stored and secured in accordance with the principles specified in the binding legal provisions statute day 29 august 1997 (that is Journal of Laws of 2016, item 922)
13. Operator undertakes to maintain confidentiality of personal data and not to disclose them to any third parties, unless, pursuant to a clear authorization from the Client or in the event when such authorization will result from a specific provision of law. This obligation shall remain in force post expiry of the legal relationship which is between the Client and the Operator.

14. In order to adjust the content and the services to the individual needs and interest of Clients, the Operator uses the so called cookies, that is information saved by the server of the Service on Client's computer, which the server may read during each connection from the given computer. Cookies files provide statistical data regarding Client traffic and their use of the particular KRM pages, as well as enable a swift provision of Services. The Client may at any time switch off the option of accepting cookies in his browser settings, however, this may trigger problems and in some cases disable the use of KRM System.

VI. Payment methods

1. Payment for services and products offered within the KRM system may be conducted through:
 - a. Debiting the Customer's credit card
 - b. Topping up the pre-paid Account via bank transfer or through payment via payment card, in particular, via the portal www.kolobrzskirower.pl or Nextbike mobile application, from which the means will be charged in the amounts as indicated in Tables of Charges and Penalties, and subsequently transferred to the account of the Operator.
2. launching the order of debiting the credit card with the charging of payment of a minimum of 10 PLN during registration or in case of not active account. This might be conducted by means of entering credit card number within KRM Terminal, during contact with KRM CC as well as by means of mobile application Nextbike.
3. All payments are transferred to the account of Operator.
4. At Client request, the Operator will provide the Client with VAT invoice, issued by the city of Kołobrzeg, covering paid ride. For this purpose the Client should contact the Operator via electronic means to the email address of the Operator, indicating data necessary for VAT invoice issuance, date and time of rental of bike and number of bike.
5. The Operator will send a VAT invoice via electronic means to the email address from which the Client contacted the Operator. In particularly justified cases the Operator may send a VAT invoice to another email address or as a physical letter on the address indicated by the Client.

VII. Rental

1. Bike rental is possible in case a Client has an active account status. Active account status is understood as:
 - a. a minimum amount of 10 PLN gross on the pre-paid Account, through topping up by means of transfer or by single payment with the use of payment card,
 - b. defining which form of payment of the payment card with possibility of debiting, via terminal, mobile application or via contact with KRM CC, through which these means are automatically transferred.
2. Bike rental is possible at any KRM Station post prior launch of KRM Terminal, logging in and proceeding according to the displayed messages on the device of KRM Terminal. Release of electric lock is signaled via adequate message displayed on KRM Terminal as well as a sound signal. Rental can be also be done by using Nextbike mobile application, available on Windows Phone, iOS, Android or by contacting our customer service under phone number 48 94 721 42 42
3. Rental starts at the end of loan procedures described in the point 2.
4. During the bike rent via KRM terminal, Nextbike mobile application or CC, client receives a code for a bike lock which is located on the rented bike. This code can be confirmed or reminded during the bike rent via KRM terminal, Nextbike mobile application or KRM CC. Client has to make sure before the rent, that the rented bike has special bike lock on its frame. In the case of its absence client is obligated to contact with KRM CC and inform about it.
5. It is the Client's obligation to ensure, prior to commencing the ride, that the bike is suitable for the designated use, in particular, that the tyres of the bike are inflated, and the brakes are in order. Once

the bike is released, the Client is obliged to secure the rope in such a way so as to prevent it getting into the wheel.

6. In case of discovering during the bike rental or usage any failure of the bike, the Client is obliged to immediately report the problem to KRM CC and return the bike to the closest KRM Station.
7. Rental and use of an unfit bike by the Client may result in his liability for any failures or damages resulting from the use, in case when the Client could have been able to identify the unsuitability of the bike.
8. It is recommended that the Client has, during rental, a working mobile phone in case of a necessity to contact KRM CC.
9. The basket mounted in front of the bike is suitable solely for the carriage of light items. In order to ensure safety and at the risk of damaging the bike it is not allowed to place any heavy items within the basket. The maximum weight of items within the basket cannot exceed 5 kg. Items placed in the basket may not protrude above the rim of the basket and they should not contain any sharp edges. If an accident occurs due to inappropriate use of the basket, the Client bears responsibility for it and will cover any costs arising from it. The Operator shall not bear responsibility for damages or leaving items or goods carried in the basket.
10. Maximum load of a bike, designated for use by 1 person, it cannot exceed 120 kg,
11. In case of any problems with the rental or return of the bike from KRM Station the Client is obliged to contact KRM CC by phone. The employee of CC will inform the Client of further actions to be taken. The rented bike ought to be used in accordance with its purpose. KRM bike as a transport means is designated to move around KRM Stations. It is not allowed to use KRM bikes for mountain rides, jumps, stunt tricks, as well as racing and using the bike to pull or push anything is not allowed.
12. In the event of a breach of the provisions of the hereby Terms of Service, in particular, one resulting in damage suffered by the Operator, the Operator reserves the right to block Client's account until such time when the issue is rectified.

VIII. Duration of rental

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

IX. Repairs and failures

1. Any failures ought to be reported by phone to KRM CC within the maximum of 12 hours from the time of bike rental in the system. In case of each failure which prevents further ride the Client is obliged to stop and inform via telephone KRM CC as well as return the bike to the closest KRM Station.
2. It is forbidden to conduct any repairs, modifications or replacements of parts within the rented bike on one's own. The only authorized entity to perform these actions is KRM System Operator.
3. The Client has an obligation to have the possibility of contacting KRM CC at all times when renting a bike.

X. Return

1. Client is obliged to connect the bike with the bike stand in such a way so as the adapter mounted to the bike fork enters the electric lock which is an integral part of the stand and hold the bike until automatic closure of the lock. Automatic closure of the lock is signalized with sound signal, and physical closure of the bike in the lock. The Client is responsible for correct securing and returning the bike within the system. In case of difficulties with returning the bike the Client is obliged to contact with 24/7 hotline.

2. In case of lack of possibility of fastening the bike into electric lock (lack of free stand in KRM Station or failure of KRM Station) the Client is obliged to return the bike with the use of code lock, connecting the bike into the stand or to another bike located at KRM Station, blocking the lock, pressing the button "Return" on electronic part of KRM Terminal and proceeding in accordance with instructions on the display. Upon blocking the lock, the Client may also return the bike via mobile application or through contacting KRM CC.
3. In case of improper bike return as specified in clauses X.1 and X.2. Client bears costs of its further rental and is responsible for any potential theft or damage.
4. In case when during rental of a bike an accident or collision occurs, Client is obliged to write a statement or call the Police to the site. Furthermore, in case of the occurrence of the above event the Client is obliged to inform KRM CC no later than 24 hours post the event.

XI. Charges

1. Charges are calculated according to the rates specified in the Tables of Charges and Penalties, constituting an annex to the Terms of Service, available on www.kolobrzესkirower.pl and in KRM Terminals. The basis for the calculation of a charge is the number of minutes of rental, counted from the moment of bike rental, obtaining confirmation from the KRM System regarding the confirmation of bike return.
2. Charges for the use of rental are diverse and depend on the length of time of bike rental. Fee for single rental is a sum of receivables for subsequent time intervals
3. Time of charging is divided into one-hour periods with the exception of the first hour of rental during which the period of the first 20 minutes is calculated.
4. In case when charging the fee for the ride exceeds the means on the account the Client is obliged to top up his pre-paid Account at least to reach the balance equal to 0PLN within 7 days. In case of failure to settle overdue payments, the Operator reserves the right to commence adequate legal steps against the Client, targeted at obtaining the payment on account of the realized Agreement. The Operator is entitled to calculate statutory interest on account of overdue payments from the amounts overdue calculated from the day of maturity until the day of factual repayment made in full.
5. Reimbursement of funds remaining on the account may be made upon termination of the Agreement. During the term of the agreement with the Operator of KRM system the payments towards rentals (top up amount) are non-refundable.
6. In case of obtaining a promotional voucher, the top up amount of Client account and its designation are established by Operator and it is non-refundable, that is there is no possibility of obtaining payment of funds. The means from the top up are used in the first place, prior to the means paid in by the Client. In case of promotional vouchers, details regarding the amount, the validity term and the reasons for granting them are defined within the Terms and Conditions of Promotions, available on the system website.

XII. Responsibility

1. The Operator realizes the services related to the maintenance of KRM and bears full responsibility for its proper functioning.
2. The Operator bears responsibility for damages stemming from non-performance or incorrect performance of Agreement unless non-performance or incorrect performance is a result of circumstances for which the Operator does not bear responsibility.
3. Any claims and complaints resulting from them ought to be directed by the Clients to the e-mail address bok@kolobrzესkirower.pl or by mail on the address of Nextbike Polska S.A., ul. Przasnyska 6b, 01-756 Warszawa

XIII. Complaints

1. The recommended term for submission of complaints is within 7 days from the date of the event which caused the complaint.

2. All complaints concerning the services provided on the basis of the Terms of Service may be submitted:
 - a. via electronic means to the email address bok@kolobrzkeskirower.pl,
 - b. via post to the address of the Operator, specified in clause I.3
 - c. in person at the headquarters of the Operator, Nextbike Polska, ul. Przasnyska 6b, 01-756 Warszawa.
3. If data contained within the complaint require supplementation, the Operator requests that the complaining person supplements the complaint within the indicated scope prior to reviewing the complaint.
4. The complaints which do not contain data such as: name, surname, address, telephone number, which would allow for an identification of the Client will not be considered by the Operator.
5. Submitting a complaint does not release the Client from the obligation of a timely realization of the obligations towards the Operator.
6. Operator processes complaints within 14 days from the date of their receipt or supplement and in case of particularly complicated situations up to 30 days. In case of the necessity to supplement the complaint the term for reviewing the complaint commences on the day of receipt of documents by the Operator which supplement the complaint or which provide additional explanations/information. In case of an inability to meet the deadline for the review of a complaint, the Operator will inform the Client of any delays, indicating the cause of a delay (circumstances which must be established) and an expected term for the review of the complaint.
7. The Client grants consent for the reply to the complaint to be sent via electronic means or via post to the correspondence address in a way indicated within the complaint. In particularly justified cases the Operator may send a reply to another email address, indicated by the complaining person.
8. The consideration of a complaint consists of an identification of the problem, assessment of its justification and settlement of the problem submitted by the Client or a conduct of adequate actions in order to remove any potential irregularities, causes of their occurrence and to grant a thorough, professional in form and in content reply.
9. KRM CC issues a reply which includes the position of the Operator regarding the complaint, its justification and the information regarding the appeal procedure.
10. The Client has the right to appeal against the decision issued by KRM CC. Appeals should be sent regardless of the delivery method - mail, e-mail - no later than within 14 days after receipt of the decision, from which he wants to appeal. The appeal will be considered within 14 days from the day of its submission to KRM CC.
11. The Client may:
 - a. direct an appeal against the decision of the Operator directly to CC within 14 days from the date of receipt of the reply to the complaint.
 - b. launch civil action in the adequate court.
12. The operator does not provide the possibility of the non-judicial means of dealing with complaints and redressing.
13. In accordance with Regulation of the European Parliament and of the Council (EU) No 524/2013 of 21 of May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No /2004 and Directive 2009/22 / EC (Regulation on consumer ODR), the operator hereby provides an electronic link to the online platform for ODR (Online Dispute Resolution): <https://webgate.ec.europa.eu/odr>. The ODR platform allows non-judicial settlement of disputes between traders and consumers. Settlement of disputes through this method is voluntary.

XIV. Withdrawal from the Agreement:

1. The Client may withdraw from the Agreement concluded with the Operator-on the basis of the provisions of law, without indicating the cause, within the term of 14 days from the date of its conclusion. The term is considered as fulfilled if prior to its expiry the consumer posts a statement of withdrawal from Agreement.
2. The Client may withdraw from the Agreement via:
 - a. sending to the Operator's email address bok@kolobrzესkirower.pl a statement regarding withdrawal from Agreement,
 - b. sending to the postal address of the Operator, specified in clause I.3 a written declaration of withdrawal from Agreement. For this reason the Client may avail of the form on withdrawal from Agreement enclosed in Annex no. 2 to the act on consumer rights (Journal of Laws of 2014, item 827 as amended), however, this is not obligatory.
3. In case of withdrawal from the Agreement, the Agreement is treated as non-concluded. In case of withdrawal from the Agreement each party is obliged to return to the other party all the items it obtained on the basis of the Agreement. The return of the services occurs no later than within 30 days from the day of receipt by the Operator of the declaration regarding withdrawal from the Agreement. The return of funds is conducted on the bank account requested by the Client, unless the Client agreed to another solution. Another solution ought to be indicated by the Client within the submitted declaration.
4. In case of withdrawal from the Agreement, the Agreement is treated as non-concluded, however, Parties exclude the possibility of withdrawal from the Agreement in part in which it was realized.

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

1. The Client has the right to terminate the Agreement . Termination in the written form must be sent to the address bok@kolobrzესkirower.pl or to the postal address of the Operator: Nextbike Polska S.A., ul. Przasnyska 6b, 01-756 Warszawa.
2. The termination of the Agreement takes effect within 14 days from the date of receipt of the termination by the Operator. Upon terminating the Agreement the Client is obliged to top up the means on the pre-paid Account to reach the balance of 0PLN. No top up of the funds in the above period of time causes the ineffectiveness of termination of the Agreement
3. If the funds of the pre-paid account exceed 0PLN on the day of Agreement termination they will be reimbursed to the bank account indicated by the Client, unless the Client consented to an alternative solution within Termination of Agreement. Another solution ought to be indicated by the Client within the submitted declaration. Reimbursement of funds will occur within the term up to 30 days from the date of Agreement Termination. The returned amount will be decreased by the transfer fees.

XVI. Final Provisions

1. The acceptance of the hereby Terms of Service and the rental of the bike indicates: a declaration of the health state which prevents safe movement on a bike; ability to ride a bike; possession of permissions required by provisions of law and knowledge of road traffic provisions.
2. The Operator reserves the right to terminate the Agreement with a notice of 14 days in case the Client breaches the provisions of the hereby Terms of Service (i.e. lack of acceptance of the new Terms of Service, non-return of a bike at the required time) while the Client is entitled, in respect of the

Operator, to submit claims related to the return of means on the pre-paid account, provided that they were not used by the Operator previously to cover the payable liabilities chargeable to the Client.

3. The Operator after acceptance by Gminę Miasto Kołobrzeg is entitled to introduce changes to the Terms of Service or to Privacy Policy with effect for the future. The information regarding changes to the hereby Terms of Service or to the Privacy Policy will be sent to the email address indicated upon registration. Lack of written information of lack of acceptance of the change to Terms of Service or Privacy Policy sent to KRM CC within 14 days from the day of its posting to the Client indicates acceptance of introduced changes within Terms of Service or Privacy Policy by the Client.
4. For all matters unresolved in the hereby Terms of Service the binding legal provisions shall apply, and in particular; the provisions of the Civil Code and the act on road traffic.
5. In case of any discrepancies between the Polish and foreign language version of the Terms of Service, the Polish version of the document shall prevail.

TABLES OF CHARGES AND PENALTIES OF KRM System

Type of charges	Gross value
From 1 to 20 minutes	0 zł
From 20 to 60 minutes	2 zł
Second hour	3 zł
Third and each subsequent hour	10 zł
Initial fee	10 zł
Payment for exceeding the 12 hour limit of rental	200 zł
Letter notifications regarding breaching the Terms of Service	10 zł
Theft, loss or total damage of a bike	2000 zł

Fees specified in the table are VAT tax inclusive

NAME	unit of measurement	PRICE*	VAT 23%	TOTAL
Fork adapter	piece	84.00 PLN	19.32 PLN	103.32 PLN
Front mudguard	piece	9.50 PLN	2.19 PLN	11.69 PLN
Back mudguard	piece	9.50 PLN	2.19 PLN	11.69 PLN
Chip	piece	24.78 PLN	5.70 PLN	30.48 PLN
Tube 26x2.125	piece	8.40 PLN	1.93 PLN	10.33 PLN
Bell	piece	3.60 PLN	0.83 PLN	4.43 PLN
Brake lever, right side	piece	9.92 PLN	2.28 PLN	12.20 PLN
Pipe TP-06 Allu. Regulated/ Silver	piece	0.60 PLN	0.14 PLN	0.74 PLN
Roller brake	piece	134.90 PLN	31.03 PLN	165.93 PLN
Bars	piece	17.81 PLN	4.10 PLN	21.91 PLN
Brake pads	piece	4.70 PLN	1.08 PLN	5.78 PLN
Set of brakes (clamps)	piece	15.57 PLN	3.58 PLN	19.15 PLN
Left crank	piece	19.50 PLN	4.49 PLN	23.99 PLN
Crank with rack	piece	28.00 PLN	6.44 PLN	34.44 PLN
connection block	piece	6.30 PLN	1.45 PLN	7.75 PLN
Basket	piece	8.85 PLN	2.04 PLN	10.89 PLN
Front light	piece	19.93 PLN	4.58 PLN	24.51 PLN
Back light	piece	11.63 PLN	2.67 PLN	14.30 PLN
Brake line (band)	piece	2.46 PLN	0.57 PLN	3.03 PLN
Line (band) of rear derailleur	piece	1.90 PLN	0.44 PLN	2.34 PLN
Chain	piece	5.70 PLN	1.31 PLN	7.01 PLN
Basket fix	piece	18.06 PLN	4.15 PLN	22.21 PLN
Chain guard fix	piece	6.72 PLN	1.55 PLN	8.27 PLN
Back reflector	piece	1.59 PLN	0.37 PLN	1.96 PLN
Tyre (26 x 2.125)	piece	27.41 PLN	6.30 PLN	33.71 PLN
Carrier guard (back)	piece	24.61 PLN	5.66 PLN	30.27 PLN
Chain guard	piece	5.70 PLN	1.31 PLN	7.01 PLN
Brake line shell	meters	1.67 PLN	0.38 PLN	2.05 PLN
Rear derailleur shell	meters	2.11 PLN	0.49 PLN	2.60 PLN
Set of pedals	piece	13.26 PLN	3.05 PLN	16.31 PLN
Front hub (dynamic)	piece	164.90 PLN	37.93 PLN	202.83 PLN
Back hub	piece	130.05 PLN	29.91 PLN	159.96 PLN
Rear derailleur pusher	piece	8.87 PLN	2.04 PLN	10.91 PLN
Front tyre with dynamo	piece	196.00 PLN	45.08 PLN	241.08 PLN
Rear derailleur with steering module	piece	20.40 PLN	4.70 PLN	25.10 PLN
Lamp cables	meters	5.12 PLN	1.18 PLN	6.30 PLN
Bike frame	piece	457.38 PLN	105.20 PLN	562.58 PLN
Left handle	piece	5.49 PLN	1.26 PLN	6.75 PLN
Right handle	piece	4.71 PLN	1.08 PLN	5.79 PLN
Saddle	piece	15.30 PLN	3.52 PLN	18.82 PLN

Advertisement sides	piece	33.60 PLN	7.73 PLN	41.33 PLN
Headsets	piece	5.69 PLN	1.31 PLN	7.00 PLN
Footer/ support	piece	14.40 PLN	3.31 PLN	17.71 PLN
Support 115mm	piece	12.56 PLN	2.89 PLN	15.45 PLN
Front spoke	piece	0.27 PLN	0.06 PLN	0.33 PLN
Back spoke	piece	0.27 PLN	0.06 PLN	0.33 PLN
Seat pillar	piece	15.63 PLN	3.59 PLN	19.22 PLN
Roller brake screw	piece	19.90 PLN	4.58 PLN	24.48 PLN
Brake lever adjusting screw	piece	0.62 PLN	0.14 PLN	0.76 PLN
Back 3 speed wheel	piece	148.50 PLN	34.16 PLN	182.66 PLN
Fork	piece	43.00 PLN	9.89 PLN	52.89 PLN
Handlebar stem	piece	16.93 PLN	3.89 PLN	20.82 PLN
seat tube	piece	6.00 PLN	1.38 PLN	7.38 PLN
Lock code ABUS	piece	56.10 PLN	12.90 PLN	69.00 PLN
Electrolock	piece	672.00 PLN	154.56 PLN	826.56 PLN

* may be subject to changes