

**Rules and Regulations
Kołobrzeg City Bicycle System**

valid from 3 August 2019

I. General Provisions.

1. These Rules and Regulations define the rules and conditions of using the Kołobrzeg City Bicycle System (hereinafter referred to as: the KRM or the KRM System), launched and operating within the administrative boundaries of the city of Kołobrzeg.
2. The KRM Rules and Regulations together with the Privacy Policy are made available free of charge on the website www.kolobrzესkirower.pl in a manner that allows you to familiarize yourself with its contents, its acquisition, reproduction and recording. These documents can be obtained from the office of Nextbike Polska S.A., based in Warsaw, which is the KRM Operator.

3. Contact:

Nextbike Polska S.A.
Ul. Przasnyska 6b
01 - 756 Warszawa
e-mail: bok@kolobrzესkirower.pl
tel.: 94 72142 42

4. The Nextbike systems are compatible, i.e. setting up an Account in one of the systems enables the use of bicycle rental services in other cities, unless the Rules and Regulations of a given system provide otherwise. An up-to-date list of customers where Nextbike systems operate can be found at <https://nextbike.pl/o-nextbike/>

II. Definitions.

1. **Nextbike Mobile Application** - a mobile application enabling the use of the KRM. The use of the Mobile Application is possible on smartphone type devices with a suitable, up-to-date Android or iOS system, which enable the download of the Mobile Application from the online store. The application is available for download free of charge in Google Play and Apple AppStore stores, and the condition for downloading and using it is the permanent access to the Internet and registration of the Customer's Account in the KRM System.
2. **Adapter** - element mounted on the fork of the front wheel of the KRM Bicycle, connects the Bicycle with the electric lock.
3. **Customer Service Office/BOK** - a service launched by the Operator ensuring contact with the Operator through:

helpline available 24 hours a day, tel.: 94 72142 42
e-mail address: bok@kolobrzესkirower.pl

Information on the functioning of the Customer Service Centre/BOK can be found on the website www.kolobrzესkirower.pl
4. **Account Blockade** - a preventive measure consisting in preventing the use of the KRM, which may be used by the Operator in the event of breach by the Customer of the provisions of these Rules and Regulations, in particular the breach constituting damage to the property of the Operator.
5. **Promotional Voucher** - offered by the Operator of the Voucher, which allows you to fund the Account of the Customer. The amount of the Voucher and its allocation are determined by the Operator and is non-refundable. The funds from the Vouchers are used first, before the funds paid in by the Customer.
6. **Price List and Additional Fees Table** - price list of services and fees charged by the KRM, being an integral part of an Agreement. The Price List and Additional Fees Schedule are Attachment No. 1, Attachment No. 2 and Attachment No. 3 to these Rules and Regulations, which is available on the Website and in the Nextbike Mobile Application.

7. **Rental Time** - time counted from the moment of a Bicycle Rental (release Electric lock connected with acoustic signal) until the moment of the Bicycle return by plugging in the electric lock and locking the Bicycle. In case of lack of free electric locks by fastening the Bicycle with a code lock to the bike stand or other properly secured Bicycle located in the KRM Station. After the code lock is locked, the Bicycle Rental should be terminated by means of the Terminal, the Mobile Application or by contacting the Customer Service Centre/BOK. The very fastening of the bike is not tantamount to returning it.
8. **Electric Lock** - release/block mechanism for the KRM Bicycle in the Station. The electric lock is an integral part of the KRM Bicycle Station. Its automatic closing and locking of the Bicycle in the Station is connected with an acoustic signal.
9. **Customer ID** - an individual number assigned to the Customer, corresponding to the mobile phone number given during registration and a six-digit PIN number. The identifier can also be any RFID proximity card. Details on registration and Customer IDs are described in Chapter VI "Registration".
10. **Client/User** - a natural person, a participant of the KRM System, who accepted the Rules and Regulations and registered in the KRM System, thus concluding an Agreement with the Operator.
11. **Kołobrzeg Resident Card** - a card issued to residents of the city of Kołobrzeg, after being entered into the Customer's Account, entitles the User to use the KRM following the Price List attached as Attachment 2 to these Rules and Regulations. Kołobrzeg Resident's Card entitles the User to use preferential terms of use of the Bicycle only in relation to the Bicycles belonging to the KRM, within the administrative boundaries of the city of Kołobrzeg and renting to the Customer's Account established in the KRM System.
12. **Customer's Account/Account** - personal Account of the Customer created during registration, for the purposes of using the KRM System, as well as collecting fees in accordance with Attachment No. 1 and Attachment No. 3 to the Rules and Regulations, subject to Point V.2 of the Rules and Regulations. The Customer can link compatible cards and mobile devices with his/her KRM System Account, compliant with the RFID standard, which will facilitate the process of renting a bicycle.
13. **Repair Cost** - the cost calculated by the Operator, due to the damage to the Bicycle, on the basis of Attachment No. 4 to these Rules and Regulations.
14. **Top-Up Amount** - a payment of at least 1 PLN, made for the Renting to the Customer's Account.
15. **Minimum Account Balance** - the minimum balance on the Account that the Customer must have in order to be entitled to a Bicycle Rental.
16. **Operator** - Nextbike Polska S.A. providing the KRM service, with the registered office at Przasnyska 6b, 01-756 Warszawa, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, XII Commercial Division of the National Court Register under the number KRS 0000646950, REGON 021336152, NIP 8951981007.
17. **Initial Fee** - the entry fee paid by the Customer upon registration in the KRM. The amount of the Initial Fee is specified in Attachment No. 3. It will be settled towards the fees for bicycles rental.
18. **Privacy Policy** - a document of the Operator, separate from the Rules and Regulations, specifying the conditions of processing of the Customer's personal data by the Operator. The Privacy Policy is available at <https://kolobrzესkirower.pl/polityka-prywatnosci/>.
19. **Explanatory Proceedings** - legal and factual actions taken by the Operator to determine the circumstances and events occurring in connection with the use of Bicycles, in particular those related to the violation of the Rules and Regulations, accidents and collisions or damage to the Operator's property.
20. **Rules and Regulations** - these Rules and Regulations describe the rules and conditions of using the KRM System, in particular the scope of rights and obligations and the responsibility of persons using the possibility of renting bicycles in the KRM System.

21. **Standard Bicycle** - a basic type of bicycle made available in the KRM by the Operator. The bicycle is designed for use by one person over 13 years of age and is in the range from 150cm tall and above. A bike has wheels with rims measuring 26 inches and has a load capacity of up to 120 kg. It is equipped with a basket for which the weight of the luggage may not exceed 5 kg.
22. **Standard Bicycle With a Child Seat** - is a standard bicycle equipped with a child seat designed to carry children from 9 to 22 kg, who are able to sit without assistance for at least the intended time of cycling. Transportation of a child in a child seat may only be carried out under the supervision of a legal guardian. Details of how to use a Bike with a child seat are available in Attachment No. 5 to the Rules and Regulations.
23. **KRM Service** - activities performed by the Operator related to the operation, repair and maintenance of the KRM System.
24. **KRM Station**- a place for renting bicycles to customers and returning them to the KRM Bicycle stands, marked on the Terminal with the KRM symbol. Information on the location of the Station can be found on the Website and in the Mobile Application.
25. **Usage Zone** - administrative borders of the city of Kołobrzeg.
26. **Website** - the website www.kolobrzესkirower.pl launched by the Operator, containing necessary data to start and further use the KRM System.
27. **Kołobrzeg Municipal Bicycle System/System KRM/KRM** - a Bicycle Rental System launched by the Operator, including in particular Bicycles, technical infrastructure, software and equipment enabling Bicycle Rental and Return.
28. **KRM Terminal/Terminal** - a device designed, among others, for registration of a Customer in the KRM System, Bike rental and return, payment by credit card.
29. **Agreement** - it should be understood as the Agreement made between the Customer and the Operator, establishing mutual rights and obligations set forth in these Rules and Regulations. It is deemed that the Agreement with the content including the provisions of the Rules and Regulations is automatically concluded at the mom/her acceptance of the Rules and Regulations, provides personal data during registration and pays the Initial Fee. Nextbike Polska S.A. is the administrator of the Customer Personal Data.
30. **Bicycle Rental/Rental** - unlocking the Bicycle, using the Customer ID or in any other way described in point VI. 5, in order to make a journey. The rental process is described in detail in Section VII of the Rules and Regulations.
31. **Cipher Lock / Clasp** - an additional link used to protect a bike. It is an accessory for every KRM Bicycle.
32. **Bicycle Return/Return** - handing over the Bicycle to the KRM Station by introducing the Adapter to the Electric Lock. The return process is governed by Rules specified in Point IX of the Rules and Regulations. The mere protection of the bicycle with a bracket is not understood as a return.

III. General Rules of Using the Kołobrzeg City Bicycle System/KRM.

1. The condition for using the KRM System is that the Customer provides: personal data required for registration, acceptance of the conditions specified in these Rules and Regulations, making the initial payment, clicking on the activation link. The condition for using the KRM also requires maintaining the Minimum Account balance at the time of each rental in the amount of at least PLN 10 (in word: ten Polish zloty).
2. Persons who are over 13 years of age but under 18 years of age (hereinafter referred to as "The Minors") may use the KRM System with the consent of their parent or legal guardian. The parent or legal guardian shall be liable for any possible damages, arising in particular in connection with the non-performance or improper performance of the Agreement and undertakes to cover the current obligations specified in Attachments 1, 2, 3, 4. It is required that the consent of at least one parent or legal guardian for the use of the Account by The Minor shall be sent to the Operator:

- a. in the form of a scan of a letter by e-mail to the following address: bok@kolobrzieskirower.pl
- b. by registered mail to the address of the Operator,
- c. submitted in person to the Operator's registered office,

The consent should contain::

- d. the telephone number of The Minor to whom the Account is registered,
- e. the name and surname of the parent or legal guardian,
- f. a consent to use the KRM System by The Minor,
- g. the name and surname of The Minor,
- h. the date of birth of The Minor,
- i. a handwritten signature of a parent or legal guardian,
- j. the date and place of issue of the consent.

A specimen of the consent is available at www.kolobrzieskirower.pl

3. The Minors under 13 years of age may only use bicycles under the supervision of an adult.
4. The Customer can rent up to four bikes at the same time.
5. Using the rented bicycle is allowed in the Zone of use subject to Point VII.9 of the Rules and Regulations.
6. The use of the KRM System Bicycles may be done only for non-commercial purposes.
7. The parties to the Agreement are obliged to notify each other of any change of address or other data identifying the parties, provided during registration in the System.

IV. Liability and Commitment.

1. The Operator provides services related to the operation of the KRM System and is responsible for its proper functioning.
2. The Operator shall not be liable for direct or consequential damages and lost profits resulting from improper performance of the Agreement by the Customer, nor for other damages for which the User is responsible, except for damages caused by the Operator through wilful misconduct.
3. The Customer undertakes to observe the terms of the Rules and Regulations, in particular to make the agreed payment and use the Bicycle in accordance with the rules set out in the Rules and Regulations.
4. The Customer is responsible for the use of the Bicycle in accordance with its intended use and the terms and conditions of the Rules and Regulations and legal regulations. In the event of non-compliance with the terms and conditions set forth in these Rules and Regulations, the Operator shall have the right to block the Customer's Account. Detailed terms and conditions of the Account Lock are described in point XI. of these Rules and Regulations.
5. The Customer is responsible for all damages and destruction resulting from non-compliance with the Rules and Regulations. The Customer may be charged with the costs of repairing such damages, including the cost of replacing the Bicycle specified in Attachment No. 3 and Attachment No. 4 Costs of repairing and replacing the Bicycle in the KRM System. The Operator will issue an invoice or a VAT invoice to the Customer for necessary repairs.
6. The Customer bears full and complete responsibility and undertakes to cover all tickets, fees, etc., imposed on the Customer during the use of the Bicycle and arising from his/her fault. The Customer shall not be liable for any tickets, fees, etc., imposed on him/her and resulting from the fault of the Operator.
7. Bicycles are a complement to public transport. Do not use the KRM Bicycles for mountain trips, jumps, stunts, races, or use the bike to pull or push anything. Carriage of luggage is allowed only in the designated basket, you must not hang anything on the frame or other elements of the bike.
8. It is forbidden to use the KRM Bicycles by persons under the influence of alcohol or other intoxicants, psychotropic substances or substitutes within the meaning of the regulations on counteracting drug

addiction; strong anti-allergic drugs, other drugs which, by definition, prohibit or recommend refraining from driving.

9. It is forbidden to transport the KRM Bicycles in cars and other means of transport belonging to private persons. The ban does not apply to public transport, as long as the transport regulations allow it.
10. It is forbidden to use any protections that are not part of the KRM System in order to immobilize the Bicycle. The Operator reserves the right to remove inappropriate security features used by the Customer. All the costs of restoring the Bicycle to the condition enabling the realization of the Rental shall be borne by the Customer.
11. The Customer is responsible for the Bicycle from the moment of rental to the moment of return.
12. In case of failure to return the Bicycle for any reason, including theft or loss, the Customer shall be charged the equivalent of the Bicycle, in accordance with Attachment 3, for each lost Bicycle.
13. The Customer undertakes to return the Bicycle in the same condition as at the time of rental. In particular, the Customer is obliged to take action to prevent dirt and damage, beyond the standard use and theft of the rented Bicycle.
14. In case of theft of the Bicycle during the Rental Time, the Customer is obliged to notify the Customer Service Centre/BOK immediately after noticing the event.
15. In case of incorrect Return of the Bike due to the fault of the Customer, the Customer shall bear the costs of its further rental and shall be responsible for any possible theft and damage. In case of difficulties with returning the bicycle, the Customer is obliged to contact the Customer Service Centre/BOK.

V. Payments.

1. Fees in the KRM System are calculated according to the rates specified in Attachments 1, 3 and 4, subject to point V.2, available on the Website, in the Mobile Application and in the Customer Service Centre/BOK. The basis for calculating the fee for using the Bicycle is the Rental Time.
2. The user who connected the Kolobrzeg Resident Card to the Customer Account, may use the KRM Bicycles under the conditions specified in Attachment No. 2 to these Rules and Regulations.
3. Payment for services and products offered within the KRM System can be made:
 - a. using payment cards,
 - b. via Internet payments available after logging in to the Customer's Account on the Website,
 - c. by means of a payment form at the post office or in a bank, generated by the payment operator. Printing is available after logging in to the Customer's Account on the Website,
 - d. by authorizing the KRM System Operator to charge the Customer's credit or debit card with all the fees charged, including the amounts due in connection with each extended rental, fees for damage, theft or loss of the Bicycle(s).
4. Information on payment cards is processed by an external service provider and is not stored or available to the Operator.
5. All payments are transferred to the Operator's account.
6. At the Customer's request, the Operator shall provide the Customer with a VAT invoice. For this purpose, the Customer shall contact the Operator by e-mail to the e-mail address of the Operator in order to indicate the data necessary to issue a VAT invoice.
7. If the charged fees exceed the funds available, the Customer is obliged to top up his/her Account at least to a balance equal to PLN 0 within 7 working days. In the event of failure to pay the amount due, the Operator reserves the right to take appropriate legal action against the Customer to obtain payment for the Agreement, which results in blocking the Account until the payment is made. The Operator is entitled to charge statutory interest for delay on outstanding amounts from the due date until the date of the actual payment in full.

8. In the event of the Customer's arrears in receivables for the benefit of the Operator, the Service Provider reserves the right to transfer information about the arrears to entities indicated by relevant legal regulations. The Customer acknowledges that the KRM Operator has the right to transfer the amounts due from the Customer, resulting from the Agreement, to third parties, which will entitle these third parties to recover from the Customer the amounts due. The KRM Operator reserves the right to entrust the debt collection company with the collection of amounts due from the Client.
9. The fees paid for the Rentals may be reimbursed after the termination of the Agreement. During the term of the Agreement with the KRM Operator, the Rental fees (top-up amount) are not refundable.
10. The amount of the Promotional Voucher that credited the Customer's Account is not refundable. It is used before the funds paid by the Customer. Details of the amount, validity period and the reason for awarding a Promotional Voucher are set out in the current promotional terms and conditions available on the Website.

VI. Registration.

1. A necessary condition for using the KRM System is prior registration of the Customer in the System and payment of the Initial Fees.
2. Registration can be done through:
 - a. Website,
 - b. Mobile application,
 - c. Terminal,
 - d. telephone contact with the Customer Service Centre/ BOK.
3. During the registration process according to Point VI.2.a,b,d the following personal data is required:
 - a. a cell phone number,
 - b. given name and surname,
 - c. contact address, i.e. city, street with house and flat number, postal code, country,
 - d. e-mail address,
 - e. PESEL number .

It should also be noted at least that the Customer has read and accepts the KRM Rules and Regulations and the Operator's Privacy Policy.

4. The following personal data is required during the registration process carried out by the Terminal:
 - a. a cell phone number,
 - b. a self-determined PIN code,
 - c. payment card number with the possibility of charging (which is equivalent to defining the payment in accordance with point V. 3.d. of the Rules and Regulations),
 - d. given name and surname.

It should also be noted at least that the Customer has read and accepts the KRM Rules and Regulations and the Operator's Privacy Policy. Other data listed in point VI.3.c,d,e, the Customer is obliged to complete no later than 24 hours after registration.

5. The PIN code with the phone number is used to log in to the Customer's Account. Login data for the registration method:
 - a. in accordance with Point VI.2.a,b,d are sent by SMS to the indicated telephone number and in an e-mail to the address provided during registration,
 - b. in accordance with Point VI.2.c (via Terminal) are sent by SMS to the indicated telephone number.

In order to facilitate the process of logging in to the Account and Renting a Bike, the Customer has the possibility to connect an RFID card to his/her Account. The method of connecting the card with the Account is described in the instructions available on the Website and in the Customer Service Centre/BOK.

6. A link will be sent to the e-mail address provided by the Customer. The Customer must click on the link within 24 hours of receiving the message. Clicking on the link serves to verify the correctness of the e-mail address and is one of the elements that must be fulfilled for the Customer's Account to be active.
7. Failure to complete the data within 24 hours after registration may result in the Account being blocked.
8. Failure to verify the e-mail address by clicking the link within 24 hours of receiving the link may result in Account Lockout.
9. The Customer accounts containing incorrect personal data with a balance of PLN 0 may be automatically deleted from the KRM database.
10. A User who opened the Customer Account in the KRM System before 3 July 2019 is obliged to supplement the PESEL number by 31 July 2019 under pain of the possibility of blocking the Account in accordance with Point XI.2a of the Rules and Regulations.

VII. Bicycle Rental.

1. Renting a Bicycle is possible when the Customer has an active Account status. The active status of the Account is understood to mean:
 - a. the fulfilment of the conditions of Point VI. "Registration",
 - b. having a minimum amount of PLN 10 in the Customer's Account,
 - c. or defining, at the Terminal or in the Mobile Application, a form of credit card payment with the possibility of charging a credit card, from which funds are collected automatically.
2. The KRM Bicycle can be rented through:
 - a. Mobile Application,
 - b. Terminal, also with the use of RFID card identification,
 - c. contact with the Customer Service Centre/BOK.
3. Bicycle rental of the KRM System is possible at any KRM Station.
4. The KRM Bicycle rental starts at the moment when the Bicycle is released from the lock, confirmed by an acoustic signal. The rental of the KRM secured Bicycle starts at the moment of choosing the option of RENTING at the Terminal or in the application, or at the moment of accepting the order of Renting a Bicycle by an employee of the Customer Service Centre/BOK. The code to the Cipher lock is available on the Terminal display at the moment of a Bicycle Rental (rental by the Terminal) or in the application during the Rental Time, or is sent by SMS (Rental by the Customer Service Centre/BOK).
5. It is the responsibility of the Customer to ensure, before riding, that the Bicycle is fit for use, in particular that the tyres of the Bicycle are inflated, that the brakes are in working order and that the lighting is working. After unlocking the Bicycle, the Customer is obliged to secure the clamp in such a way that it cannot be screwed into the wheel. In case of lack of a Bicycle clamp, the Customer is obliged to contact the Customer Service Centre/BOK and inform about its lack.
6. In case of finding any defect during the rental of a Bicycle, the Customer is obliged to immediately report the problem to the Customer Service Centre/BOK or via Mobile Application and, if possible, return the Bicycle to the nearest KRM Station.
7. In the event that during the rental of a bicycle there is an accident or collision, the Customer undertakes to write a statement or call the Police to the place of the event. In addition, in the event of the above, the Customer is obliged to inform the Customer Service Centre/BOK about such and an accident or collision within 24 hours from the date of the event.
8. It is recommended that the Customer should have a mobile phone capable of making calls from the Customer Service Centre/BOK during the rental period.

9. The rented Bicycle can be used in the Zone of Use. During the Bicycle Rental Time, the User may leave the Zone of Use, but shall return it before the end of the Bicycle Rental Time and return it to the Zone of Use, otherwise the User shall be charged a fee in accordance with Attachment 3.

VIII. Rental Time.

1. The rental period starts when you unlock the Bicycle in accordance with Point VII. 4 of the Rules and Regulations. It ends when the Bicycle is returned in accordance with Point IX. 1 of the Rules and Regulations.
2. The Customer is obliged to return the Bicycle without exceeding the maximum rental time, i.e. 12 hours.
3. Exceeding the maximum rental time of a single Rent will result in charging fees in accordance with Attachment 1, subject to Point V.2 of the Rules and Regulations.

IX. Bicycle Return.

1. The return of a Bicycle is only possible at the KRM station through:
 - a. connecting the KRM Bicycle with the use of the Adapter to the free electric lock. If the Bicycle is properly locked, an acoustic signal and a physical locking of the Bicycle in the lock will confirm that the Bicycle is properly locked;
 - b. Fastening by means of a code lock in case of lack of free electric lock. The Bicycle should be fastened with a clasp to a rack or other properly secured Bicycle located at the KRM Station and the numbers of the code lock should be reset. Then select RETURN at the Terminal or in the application and follow the messages displayed on the Terminal or in the phone.
2. In case of difficulties with returning the KRM System Bicycle, the Customer is obliged to immediately contact the Customer Service Centre/BOK while standing by the Bicycle.
3. The Customer shall be responsible for the proper return and protection of the Bicycle referred to in Point IX.1:
 - a. charging fees for using the Bicycle in accordance with the price list, and in the case of a Rent lasting longer than the maximum rental period, charging an additional fee in accordance with Attachment No. 1 to the Rules and Regulations, subject to Point V.2 of the Rules and Regulations,
 - b. charging a fee for loss, theft or destruction of the Bicycle in accordance with Attachment No. 3 to the Rules and Regulations (depending on the type of a Bicycle),
 - c. charging the fee for leaving the KRM System Bicycle outside the KRM Station in accordance with Attachment No. 3,
 - d. temporary or permanent blocking of the account.

The fees are added up.

X. Repairs and Breakdowns.

1. Any failures should be reported by phone to the Customer Service Centre/BOK or in the Mobile Application immediately after the failure is noticed. In case of any failure preventing further riding, the Customer is obliged to stop and notify the Customer Service Centre/BOK by phone and, if possible, escort the Bicycle to the nearest KRM Station.
2. It is forbidden to make any repairs, modifications, replacement of parts in the rented Bicycle. The only entity authorised to do so is the KRM Service.
3. We recommend that the Customer should be able to contact the Customer Service Centre/BOK at all times during the rental period.

XI. Blocking User Accounts.

1. The Operator reserves the right to temporarily or permanently block the Customer's Account in the KRM System in the event of failure to comply with the rules of use of the KRM Bicycles contained in these Rules and Regulations.
2. In particular, the Account may be blocked if the Customer:
 - a. did not complete the personal data described in Point VI of the Rules and Regulations,
 - b. uses the Bicycle for purposes other than its intended purpose,
 - c. leaves the Bicycle outside the KRM station,
 - d. leaves the Bicycle unprotected.
3. The Account may also be blocked if, after the Bicycle rental by the Customer, the Bicycle has been lost.
4. Permanent blocking of the Customer's Account prevents the establishment of a new Account in the future and is tantamount to termination of the Agreement with the Customer due to the Customer's fault.

XII. Complaints.

1. A complaint is an expression by the Customer of dissatisfaction with the service or the course of the process related to the service provided and may be associated with a simultaneous request for improvement of the service, or return of part or all of the fee charged. Notifications that do not contain a claim addressed to the Operator shall not be considered as a complaint.
2. Complaints should include at least data such as: given name, surname, telephone number, allowing for identification of the Customer. In case of lack of data allowing for Customer's identification, the Operator will leave the complaint unrecognized.
3. All complaints concerning services provided on the basis of the Rules and Regulations may be submitted by the Customer:
 - a. by e-mail to the e-mail address given in Point I.3,
 - b. by electronic means through the contact form on the Website,
 - c. on the phone,
 - d. by registered mail to the Operator's postal address specified in Point I.3,
 - e. in person at the Operator's registered office.
4. If the data or information provided in the complaint require supplementing, before considering the complaint, the Operator shall request the Customer submitting the complaint to supplement it in the indicated scope.
5. The recommended period for lodging a complaint is 7 days from the date of the event giving rise to the complaint.
6. Submitting a complaint does not release the Customer from the obligation of timely performance of obligations towards the Operator.
7. The Operator recognizes a complaint within 14 days from the date of its receipt, and in particularly complicated cases - within 30 days. If a complaint needs to be supplemented, the time limit for processing the complaint starts to run from the date of delivery of supplementary documents or additional explanations/information to the Operator. If it is impossible to meet the deadline for the examination of the complaint, the Operator shall inform the Customer of the delay, indicating the reason for the delay (circumstances that need to be determined) and the expected date for the examination of the complaint.
8. The response to the complaint will be sent to the Customer by e-mail or traditional mail to the correspondence address in the manner indicated in the complaint. The Operator may send a reply to a different address / e-mail address indicated for correspondence by the Customer submitting the complaint.

9. The Customer has the right to appeal against the decision issued by the Operator. The appeal will be considered within 14 days of its receipt by the Customer Service Centre/BOK. The appeal must be lodged in one of the following ways:

- a. by e-mail to the e-mail address given in Point I.3,
- b. by electronic means through the contact form on the Website, Point I.3,
- c. in person at the Operator's registered office.

10. The Customer can:

- a. refer the appeal against the Operator's decision directly to the Customer Service Centre/BOK within 14 days from the date of receipt of the response to the complaint,
- b. bring an action against the Operator to the competent common court.

XIII. Termination of the Agreement.

1. Termination of the Agreement.

- a. The Customer may withdraw from the Agreement concluded with the Operator - pursuant to the provisions of law, without giving any reason, within 14 days from the date of its conclusion. The deadline shall be deemed met if, before its expiry, the Customer sends a statement of withdrawal from the Agreement to the Operator.
- b. The Customer may withdraw from the Agreement by:
 - i. sending the Operator a statement of withdrawal from the Agreement to the e-mail address specified in Point I.3,
 - ii. sending a written statement on withdrawal from the Agreement to the Operator by registered mail to the postal address specified in Point I.3. For this purpose, the Customer may use the withdrawal form contained in Annex 2 to the Act of 30 May 2014 on Consumer Rights (Journal of Laws 2014, item 827), but it is not mandatory.
- c. In the event of withdrawal from the Agreement, the Agreement shall be deemed not to have been concluded. In case of withdrawal from the Agreement, each of the Parties shall be obliged to return to the other everything it has received under the Agreement. The return of services shall take place no later than within 14 days from the date of receipt by the Operator of the statement on withdrawal from the Agreement. The refund is made using the same payment methods as those used by the Customer in the original transaction, unless the Customer indicated otherwise in the statement of withdrawal from the Agreement.
- d. If, at the request of the Customer, performance of the service begins before the expiry of the deadline for withdrawal from the Agreement, the User is obliged to pay for the services provided until the date of withdrawal from the Agreement. The funds remaining on the account shall be returned no later than within 14 days from the date of receipt by the Operator of the statement on withdrawal from the Agreement.

2. Termination of the Agreement at the Customer's request.

- a. The Customer has the right to terminate the Agreement. The Customer may terminate the Agreement in one of the forms indicated below:
 - i. by e-mail to the e-mail address given in Point I.3,
 - ii. by electronic means through the contact form on the Website,
 - iii. by registered mail to the Operator's postal address specified in Point I.3,
 - iv. in person at the Operator's registered office.
- b. The Agreement shall be terminated immediately, not later than within 14 days from the date of delivery of the notice to the Operator. The result of termination of the Agreement is the termination of the Customer's Account in the KRM System by the Operator.
- c. Before giving the notice of termination, the Customer shall be obliged to replenish funds on his or her Account up to the balance of PLN 0. Termination of the Agreement in a situation

where the balance on the Customer's Account is negative, shall not affect the right of the Operator to seek an amount equal to the amount not paid by the Customer for services provided by the Operator.

- d. If the funds on the Customer's Account exceed PLN 0 on the day of termination of the Agreement, they shall be returned to the bank account specified by the Customer in the application, unless the Customer indicated other method of settlement. The refund will be made within 14 days from the date of termination of the Agreement. In the event that the return of funds is related to the necessity to incur additional costs on the part of the Operator in the form of transfer costs, these costs will be deducted from the funds available to the Customer for return.

XIV. Final Provisions.

1. Acceptance of these Rules and Regulations and Bicycle Rental are tantamount to: statement on health condition enabling safe movement on the Bicycle; ability to ride on the Bicycle; possession of the rights required by law and knowledge of road traffic regulations.
2. The Operator reserves the right to terminate the Agreement upon 14 days' notice, when the Customer violates the conditions of these Rules and Regulations (e.g. failure to return the Bicycle within the required period of time), and the Customer is entitled, against the Operator, to claims related to the return of funds from the Customer's Account, unless they have been previously used by the Operator to cover the due obligations incumbent on the Customer.
3. The Operator shall be entitled to introduce changes to the Rules and Regulations or Privacy Policy with effect for the future. Information about changes to these Rules and Regulations or Privacy Policy will be sent to the Customer's e-mail address provided during registration. Lack of written information on the lack of acceptance of amendments to the Rules and Regulations or Privacy Policy sent to the Customer Service Centre/BOK within 14 days from the date of its sending to the Customer means acceptance of the amendments to the Rules and Regulations or Privacy Policy by the Customer. Written information on the lack of acceptance by the Customer of amendments to the Rules and Regulations or Privacy Policy is equivalent to the termination of the Agreement by the Customer.
4. In matters not regulated by these Rules and Regulations, the applicable provisions of law shall apply, in particular the Civil Code and the Act on Road Traffic.
5. In case of discrepancies between the Polish version and the foreign language version of the Rules and Regulations, the interpretation shall be based on the Polish version of the Rules and Regulations.

Attachment No. 1 Standard Price List

Price list for standard and standard bicycles with a seat		
	Time interval	Gross value
Rental fee	from 1 to 20 minutes	free
	from 21 to 60 minutes.	PLN 2
	from 61st to 120th minute	PLN 3
	every further hour that has begun	PLN 10 /hour.
Fee for exceeding 12 hours of rental		PLN 200

The fees shown in the table include VAT

Attachment No. 2 Price list with the Kolobrzeg Resident's Card

Price list for standard and standard bicycles with a seat		
	Time interval	Gross value

Rental fee	from 1 to 40 minutes	free
	from 41st to 60th minute	PLN 2
	from 61st to 120th minute	PLN 3
	every further hour that has begun	PLN 10 /hour.
Fee for exceeding 12 hours of rental		PLN 200

The fees shown in the table include VAT

Attachment No. 3 Table of Additional Fees

Initial fee		PLN 10
Leaving the KRM Bicycle outside the KRM Station in the Usage Zone		PLN 180
Leaving the Bicycle outside the Zone of use		500 PLN
Fee for the Bicycle theft, loss or damage	standardised	2000 PLN
	standard with seat	PLN 2800

The fees shown in the tables include VAT.

Attachment No. 4 Costs of Repair and Replacement of the Bicycle in the KRM System

NAME OF PART	Unit of measure	THE PRICE*	VAT 23%	TOTAL
Fork adapter	pcs.	PLN 84.00	PLN 19.32	103.32 PLN
Mudguard front	pcs.	PLN 9.50	PLN 2.19	PLN 11.69
Mudguard rear	pcs.	PLN 9.50	PLN 2.19	PLN 11.69
Chip	pcs.	PLN 24.78	PLN 5.70	PLN 30.48
Tube 26 x 2.125	pcs.	PLN 8.40	PLN 1.93	PLN 10.33
Ringtone	pcs.	PLN 3.60	PLN 0.83	PLN 4.43
Brake lever, right side	pcs.	PLN 9.92	PLN 2.28	PLN 12.20
Electric lock	pcs.	PLN 672.00	PLN 154.56	PLN 826.56
Pipe TP-06 Alu. Adjustable/Silver	pcs.	PLN 0.60	PLN 0.14	PLN 0.74
Child restraint with adapter	pcs.	PLN 612.14	PLN 140.79	PLN 752.93
Roller brake	pcs.	PLN 134.90	PLN 31.03	PLN 165.93
Steering wheel	pcs.	PLN 17.81	PLN 4.10	PLN 21.91
Brake pads	pcs.	PLN 4.70	PLN 1.08	PLN 5.78
Complete set of brakes (shoes)	pcs.	PLN 15.57	PLN 3.58	PLN 19.15
Left hand crank	pcs.	PLN 19.50	PLN 4.49	PLN 23.99
Crank with sprocket	pcs.	PLN 28.00	PLN 6.44	PLN 34.44
Electric cube	pcs.	PLN 6.30	PLN 1.45	PLN 7.75
Basket	pcs.	PLN 8.85	PLN 2.04	PLN 10.89
Front light	pcs.	PLN 19.93	PLN 4.58	PLN 24.51
Lamp backlight	pcs.	PLN 11.63	PLN 2.67	PLN 14.30
Brake cable (cable)	pcs.	PLN 2.46	PLN 0.57	PLN 3.03
Derailleur cable (cable)	pcs.	PLN 1.90	PLN 0.44	PLN 2.34
Chain	pcs.	PLN 5.70	PLN 1.31	PLN 7.01
Cart attachment	pcs.	PLN 18.06	PLN 4.15	PLN 22.21
Fitting the chain guard	pcs.	PLN 6.72	PLN 1.55	PLN 8.27
Rear reflector	pcs.	PLN 1.59	PLN 0.37	PLN 1.96
Tyre 26 x 2.125	pcs.	PLN 27.41	PLN 6.30	PLN 33.71
Luggage compartment cover (rear)	pcs.	PLN 24.61	PLN 5.66	PLN 30.27

Chain guard	pcs.	PLN 5.70	PLN 1.31	PLN 7.01
Brake cable armour	m.b.	PLN 1.67	PLN 0.38	PLN 2.05
Derailleur armour	m.b.	PLN 2.11	PLN 0.49	PLN 2.60
A pair of faggots	pcs.	PLN 13.26	PLN 3.05	PLN 16.31
Hub front (dynamo)	pcs.	PLN 164.90	PLN 37.93	PLN 202.83
Rear hub	pcs.	PLN 130.05	PLN 29.91	PLN 159.96
Pusher for derailleur gears	pcs.	PLN 8.87	PLN 2.04	PLN 10.91
Front wheel with dynamo	pcs.	PLN 196.00	PLN 45.08	PLN 241.08
Derailleur with control unit	pcs.	PLN 20.40	PLN 4.70	PLN 25.10
Lighting cables	m.b.	PLN 5.12	PLN 1.18	PLN 6.30
Bike frame	pcs.	PLN 457.38	105,20 zł	PLN 562.58
Left hand grip	pcs.	PLN 5.49	PLN 1.26	PLN 6.75
Handle of the right	pcs.	PLN 4.71	PLN 1.08	PLN 5.79
Saddle	pcs.	PLN 15.30	PLN 3.52	PLN 18.82
Advertising wings	pcs.	PLN 33.60	PLN 7.73	PLN 41.33
Steering wheel controls	pcs.	PLN 5.69	PLN 1.31	PLN 7.00
Footer / Footrest	pcs.	PLN 14.40	PLN 3.31	PLN 17.71
Support 115mm	pcs.	PLN 12.56	PLN 2.89	PLN 15.45
Spoke front	pcs.	PLN 0.27	0.06 PLN	PLN 0.33
Spoken back	pcs.	PLN 0.27	0.06 PLN	PLN 0.33
Stick	pcs.	PLN 15.63	PLN 3.59	PLN 19.22
Roller brake screw	pcs.	PLN 19.90	PLN 4.58	PLN 24.48
Brake lever adjustment screw	pcs.	PLN 0.62	PLN 0.14	PLN 0.76
Rear 3-speed wheel	pcs.	PLN 148.50	PLN 34.16	PLN 182.66
Fork	pcs.	PLN 43.00	PLN 9.89	PLN 52.89
Steering column bracket	pcs.	PLN 16.93	PLN 3.89	PLN 20.82
Stick clamp	pcs.	PLN 6.00	PLN 1.38	PLN 7.38
Cipher lock	pcs.	PLN 56.10	PLN 12.90	PLN 69.00

***It may change.

Attachment No. 5 Rules of Using a Standard Bicycle With a Child Seat

1. The maximum load of the Bicycle equipped with a child safety seat must not exceed 114 kg.
2. The use of a Bicycle equipped with a child safety seat is possible only under the supervision of a legal guardian of a child having an account in the KRM System. The legal guardian is obliged to correctly secure the child in the safety seat in accordance with the instructions for use placed on the seat.
3. In case of any doubts as to how to properly secure the child in the safety seat, the System User should contact the Customer Service Centre/BOK by phone.
4. Bicycles fitted with a child safety seat are intended for the carriage of children between 9 kg and 22 kg who are able to sit without assistance for a prolonged period of time at least as much as the intended journey on a Bicycle.
5. Before placing your child in the safety seat, make sure that the seat, the Bicycle attachment and the restraint system are not damaged, do not show signs of damage, are not loose and are securely attached to a Bicycle. It is also recommended to check the temperature of the seat (whether it is excessive, e.g. due to direct sunlight). If any irregularities are observed, in particular if the seat is defective or defectively installed in a Bicycle, the KRM System User should inform the Operator via Customer Service Centre/BOK, and in such case the use of the seat is prohibited.
6. The legal guardian takes full responsibility for the child when renting a Bicycle equipped with a child safety seat.
7. Children placed in child safety seat should wear an appropriate safety helmet (not included in the bike equipment). Please note that children should be equipped with appropriate clothing to protect them from weather conditions such as rain or sunlight.

8. The child should be placed in the child safety seat in such a way as to ensure optimum comfort and safety when riding, using a restraint system that ensures that the child's movements are restricted in the child safety seat. It is recommended that the backrest should be inclined slightly backwards.
9. It is the responsibility of the User to ensure that the transported child is protected in such a way that it cannot fall out while riding. If the accident occurs due to the improper use of the restricting mechanism, the Customer shall be liable for the resulting liability.
10. Before you start riding, make sure that:
 - a. it is not possible for any part of the child's body, clothing or safety components to come into contact with the moving part of the seat or a Bicycle,
 - b. the additional load on a Bicycle does not adversely affect the steering or balance of the Bicycle, which is necessary for safe riding on the Bicycle;
 - c. the child's weight and body size do not exceed the maximum load of the seat (this should also be checked while riding).
11. Do not make any modifications to the seat or attach any additional luggage to the child restraint system. Be particularly careful when riding a Bicycle with your child in the seat, bearing in mind that your Bicycle may behave differently in terms of balance, steering and braking. In particular, you should adjust your speed to the limitations of travelling with an additionally loaded Bicycle.
12. During the use of a Bicycle it is necessary to check if the Bicycle rack with the seat installed is functioning properly and if the child transported does not cover in any way the reflections placed on the Bicycle rack or seat.
13. You should also take special care not to leave a Bicycle parked with your child in the child safety seat unattended.
14. Bicycle rental and return with child seat are possible at any KRM station.