

REGULATIONS FOR THE URBAN BICYCLE SYSTEM

CZELADŹ BICYCLE

I. PRELIMINARY PROVISIONS

1. These Rules set out the conditions and principles for the use of the Czeladź City **Bike** System by the Customer, which operates in the area designated by the **Municipal Management of Municipal Economy - a Budget Unit of the Municipality of Czeladź, ul. Elizy Orzeszkowej 12, 41-253 Czeladź**, in accordance with Appendix No. 1 to the Rules.
2. These Terms and Conditions are available on the website <https://czeladzkirower.eu> and on the dedicated ROOVEE app.
3. The operator of the **Czeladzki Rower** system is ROOVEE S.A, with its registered office in Warsaw, ul. Ryz(owa 33a/7, 02-495 Warsaw (hereinafter: "**Operator**"). The Operator shall provide services connected with the operation of the **Czeladzki Rower** system in the city of **Czeladź**. The Operator may be contacted via a dedicated customer service office available by phone at 22 300 51 19, by e-mail at bok@roovee.eu and via the mobile application.
4. By using the **Czeladzki Rower** urban cycling system, the Customer confirms that he/she has familiarised himself/herself with the content of the Rules and accepts their provisions and undertakes to comply with them.

II. DEFINITIONS

1. **Czeladzki Rower System** - a self-service bicycle rental system consisting of bicycles, software, **Czeladzki Rower** station areas, the ROOVEE mobile application and ROOVEE LOCK CONTROL.
2. **Mobile application** - an application distributed by ROOVEE S.A., which is a digital content to be installed on Android, iOS or HarmonyOS mobile devices enabling, among others, rental and return of a bicycle and payment of rental/trip fees according to the Table of Fees and Penalties, which constitutes attachment No. 2 to the Rules.
3. **electronic address (e-mail address)** - designation of an ICT system enabling communication by means of electronic communication, in particular e-mail.
4. **update** - means an update of a digital service or digital content.
5. **Customer Service Office** or BOK - service for accepting applications/ concerning the **Czeladzki Rower** system, by telephone at 22 300 51 19, 7 days a week 24 hours a day (during the period of operation of the **Czeladzki Rower system**), and by e-mail at: bok@roovee.eu or by means of the mobile application.
6. **Bonus** - amount according to the Table of charges and penalties, which is automatically deducted after the completed trip in the application in the case of renting a bike not in the return area and returning it to the return station (completion of the trip). The bonus can only be used for journeys on the bikes of **Czeladzki Rower**, no other allowances (including cash) are payable.
7. **Riding/rental time** - time counted from the moment of rental to the moment of return of the bike **Czeladzki Rower**.
8. **Working days** - days from Monday to Friday excluding public holidays.
9. **Protective actions** - any actions which taken with respect to the Customer in the event of a breach of the provisions/regulations of the **Czeladzki Rower** system. These actions may include, in particular, the suspension of the account, contact with the Customer, request to

If the Customer's Account balance is insufficient to cover the costs incurred as a result of the use of the System. In the event that 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 **Czeladzki Rower 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 required when authorising the rental and return of the bike and when contacting the Customer Service.
11. **Consumer** - means a natural person who makes a legal transaction with the Operator or the Customer which is not directly related to his/her commercial 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 **Czeladki Rower** 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(s) and Digital Services to the extent of the description provided in the Mobile Application. The Digital Services shall constitute/ro/ nely constitute(electronic services within the meaning of the e.s./u.d.e..
15. **Initial deposit** - a one-off deposit payment allowing you to use the **Czeladki Rower** system. The minimum balance of s/measures on the account has been defined in the Table of charges and penalties. The initial payment minus the used s/measures can be withdrawn to your account at any time during the use of the service.
16. **Area of operation of the Czeladki Rower system** - the designated area in which the **Czeladki Rower** system operates.
17. **Czeladki Rower station area** - a designated and marked area, where the user may rent or return/lease the bike. Information about the bicycle stations can be found in Appendix 1, the ROOVEE Mobile App and at <https://czeladzkirower.eu>.
18. **Paid fee** - a fee, which was charged for renting a bicycle according to the Table of charges and penalties and collected from the customer's account.
19. **Handling fee** - a fee, which is charged at the moment of incurring additional costs related to incorrect bicycle return by the customer, which is calculated in accordance with the Table of charges and penalties, from which the customer is entitled to lodge a complaint.
20. **Additional charge** - a charge levied at the time of ascertaining the occurrence of actions/ inconsistent with the Rules and Regulations of the **Czeladki Rower** system or the Rules and Regulations of ROOVEE (with which the can be <https://roovee.eu>) in accordance with the Table of Fees and Penalties, including for leaving the bicycle in an unauthorised place, damaging or stealing the bicycle or any part of the infrastructure belonging to **KOGO**. From being charged an additional fee, The customer is entitled to lodge a complaint.
21. **Autopay online payment** - Autopay payment system, by ~~is~~ of which the Customer may make payments in the **Czeladki Rower** system. The operator of the Autopay system is Autopay S.A. of with registered office in Sopot, 81-717 Sopot, ul. Powstan/ co/ w Warszawy 6, registered in the Register of Entrepreneurs kept by the District Court of Gdan/ sk-Po/ łnoc in Gdan/ sku, VIII Economic Division of the National Court Register under KRS no. 0000320590, NIP no.: 585-13-51-185, REGON no.: 191781561.
22. **Standstill/pause** - stopping the ride in the Mobile Application by the user of **Czeladki Rower** and by manually closing ROOVEE LOCKCONTROL.
23. **Customer account** - an individual customer account in the **Czeladki Rower** system, on which credit and debit operations for the use of the system are carried out in accordance with the Table of charges and penalties.

24. **Rules and Regulations** - these Rules and Regulations, which define the types, scope, principles and conditions for the use of the *Czeladzki Rower* in *Czeladź* system, as well as the scope of rights, obligations and possible liability of the Customer and the Client. Acceptance of these Rules and fulfilment of all conditions is a condition for the use of the *Czeladzki Rower* in *Czeladź system* (including rental of a bicycle *Czeladzki Rower*) and is also a necessary condition for registration in the *Czeladzki Rower* system. The Customer concludes the contract with the Ordering Party at the moment of accepting the Regulations and fulfilling additional prerequisites specified in the Regulations.
25. **Reservation** - reservation of a selected bicycle available in the mobile application *Czeladzki Rower* by the Customer under the terms and conditions specified in the Terms and Conditions.
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** - a bicycle safety device (equipped with ROOVEE electronic module) for the following processes: unloading and return of the bicycle, control of the lighting on the bicycle and monitoring of the bicycle position (GPS, accelerometer).
28. **PNPK** - means a natural person, running a sole proprietorship, concluding a direct contract with **the Ordering Party**, if its content indicates that it does not have a professional character for him, resulting in particular from the subject of his business activity made available on the basis of the regulations on the Central Register and Information on Business Activity;
29. **Bicycle return area** - the preferred location for returning bicycles designated by the contracting authority.
30. **Stand** - an element of the *Czeladzki Rower* station, used to park a bicycle in *Czeladzki Rower*.
31. **means of electronic communication** - technical solutions, including data communication equipment and associated software tools, that enable personal communication over long distances using data transmission between information and communication systems, in particular electronic mail
32. **Information and communication systems** - means a set of co-operating IT devices and software, ensuring the processing and storage, as well as sending and receiving data via telecommunication networks by means of a telecommunication device appropriate for a given type of network, within the meaning of the Telecommunications Act of 16 July 2004;
33. **Table of charges and penalties** - the price list of services, charges and penalties of the *Czeladzki Rower* System applicable to the Customer, who/ ry constitutes Appendix No. 2 to the Regulations, and available on the website <https://czeladzkirower.eu>.
34. **Telecode** - a four-digit number which allows you to rent a bike without using the Mobile Application.
35. **Information totem** - part of the *Czeladzki Bike* 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 *Czeladzki Rower* system, determining mutual rights and obligations specified in the Regulations. An agreement of the content including the provisions of the Rules **and Regulations** is automatically concluded at the moment of the Customer's registration in the *Czeladzki Rower system* **and** on condition of the Customer's submission of a declaration of acceptance of the Rules and 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 s/he provides to the Customer by the Operator in particular:
 - a) account service in the Mobile Application;
 - b) services ensuring the operation of the *Czeladki Rower*
42. **u.ś.u.d.e** - means the Act on s/providing services by electronic means of 18 July 2002,
43. **Bicycle rental** - an operation carried out with the use of the mobile application available for download at <https://czeladzkirower.eu> with the use of a QR code located on the bicycle, with the use of a Telecode, or by SMS for a fee in accordance with the Table of charges and penalties.
44. **The end of the rental** is the manual closing of ROOVEE LOCK CONTROL and the termination of the ride in the application or, in the case of a rental via Telecode or SMS, contacting the BOK to confirm the correct termination. The locking must be carried out in a public, open area, with the exclusion of underground car parks, garages, cellars, tunnels, buildings, forests, parks, other areas which are closed and private properties, in the operating area of *Czeladki Rower*.
45. **Contracting Authority** - Municipal Management Board of Communal Economy - Budz(etowa jednostka Gminy Czeladz/ , ul. Elizy Orzeszkowej 12, 41-253 Czeladz/ .
46. **Return of the bicycle outside the station area** - return of the bicycle outside the designated areas of the *Czeladzki Rower* stations, in a public, open area, with the exclusion of underground car parks, garages, cellars, tunnels, buildings, forests, parks, other areas which are closed and inaccessible to the public and private properties, in the area of operation of *Czeladzki Rower*.
47. **Return of the bicycle in the station area** - return of the bicycle in one of the designated areas, i.e.: the station area or the return area of *Czeladzki Rower*, in compliance with the requirement to use the bicycle in a public place, with the exclusion of the following locations: 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 *Czeladzki Rower*.

III. GENERAL CONDITIONS FOR THE USE OF THE CZELADKI ROWER SYSTEM

1. **The Purchaser** enables the Customer to use the Materials by means of the Mobile Application.
2. Before concluding the Agreement and the Agreement for the Provision of Electronic Services, the Customer is obliged to familiarise himself/herself with 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://czeladzkirower.eu> in a manner which makes it possible to acquire, reproduce and record the contents of the Terms and Conditions by means of a data communications system used by the Customer.
4. Pursuant to art. 6 par. 1 u.s./u.d.e., the Operator / Ordering Party informs that the use of services provided electronically may involve specific risks related to the possibility of loss of accessibility, confidentiality or integrity of data. In order to minimise the aforementioned risks, the Operator recommends that the Customer use organisational and technical measures that are adequate to the identified risks, in particular anti-virus or Internet identification protection software.
5. In order to conclude the Contract, the Customer is obliged to provide/ provide true and complete personal data.

IV. TECHNICAL CONDITIONS

1. In order to use the *Czeladz Bicycle* by means of the Mobile Application, the Customer should fulfil/ cumulatively fulfil the following technical conditions:
 - a) having a phone with permanent access to the Internet; equipped with the Android, iOS or HarmonyOS operating system from the version available in the operating system's own shop;
 - b) installation, on the device referred to in point a), of the Mobile Application
 - c) to have an active electronic address (e-mail address) during the conclusion and performance of the Agreement or the Agreement for the Provision of Electronic Services, which enables the receipt and sending of messages by means of electronic mail;
 - d) having an active mobile phone number during the period of conclusion and performance of the Agreement or the Agreement for the Provision of Electronic Services;
2. The operator provides the latest version of the Mobile Application on the Android, iOS and HarmonyOS operating systems. In order for the application to function correctly, it is always necessary to install the latest available version.
3. When registering and using *Czeladz Bike*, the Customer is obliged to keep the password and login secret and not to make them available to third parties.

V. CONCLUSION OF THE AGREEMENT

1. Conclusion of the Agreement requires that the Customer meets the following requirements:
 - a) downloading the Mobile Application and registering an account;
 - b) registration in the *Czeladzki Rower* system via the mobile application or the website <https://czeladzkirower.eu>;
 - c) to provide the required and correct personal data, i.e. your real name, e-mail address and mobile telephone number for further authorisation;
 - d) acceptance of the terms and conditions set out in the Rules of Procedure;
 - e) payment of the initial fee indicated in the Table of Fees and Penalties;
 - f) having the ability to ride a bicycle;
2. The Agreement shall come into effect as soon as all of the conditions specified in paragraph 1 above have been fulfilled.
3. In order to access Materiel/ in, it is necessary to have an account.
4. In the event of incorrect data being provided by the customer, **the purchaser** may block the customer's account, making it impossible to use the *Czeladzki Rower* system.

VI. CONCLUSION OF AN ELECTRONIC SERVICES CONTRACT

1. In order to conclude an Agreement for the provision of Electronic Services, 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 takes 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 s/he provides 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 this is possible).

VII. ELECTRONIC SERVICES

1. The Operator s/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 the proper operation of *Czeladki Rower* and the Mobile Application, the Customer shall immediately inform the Operator of any irregularity(s) in the operation of *Czeladki Rower* and the Mobile Application.
4. The Operator may carry out technical, maintenance and development work on the Website, in particular adding, changing or deleting functionalities of *Czeladzki Rower* and the Mobile Application,

VIII. GENERAL CONDITIONS OF BIKE RENTAL CZELADKI ROWER

1. The customer leases the bicycle from the **CONTRACTOR** under the terms and conditions stated in these Terms and Conditions. The customer undertakes to comply with the terms and conditions of these Terms and Conditions, in particular to pay the fees according to 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 *Czeladzki Rower*, the customer should have bicycle riding skills and be familiar with the provisions of the Road Code in the scope of cycling and should be in a state of health which allows safe use of a bicycle.
3. From the moment of delivery of the bicycle to the end of the rental, the customer bears full responsibility for the bicycle.
4. In the event of the theft of a bicycle during 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.
5. In the event that the rented bicycle is not properly secured, the customer shall be held financially responsible for the theft of the bicycle, 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 that are locked and inaccessible to the public and private properties, in the area of operation of *Czeladki Rower*.
6. A maximum of 5 bicycles may be rented at the same time by the customer.
7. **The CONTRACTOR** allows the customer to mount his/her own bicycle seat on the bike *Czeladzki Rower*. **The** customer shall be solely responsible for mounting and any possible damage resulting from mounting and use of the bike seat. Before **mounting**, the customer should carefully check the technical condition of the bicycle including in particular the **SEAT ON WHICH THE SEAT IS MOUNTED**.
6. Minors, i.e. persons who have reached the age of 13 and have not yet reached the age of 18 years, or other persons who **limited** legal capacity, must provide **the contracting** authority with the written **of** a parent (legal guardian) or legal representative. to conclude the Agreement, together with the corresponding statement constituting Annex 3 to the The Purchaser shall be obliged to inform the Purchaser, in accordance with the provisions of these Terms and Conditions, of the assumption of liability for any damages, in particular for non-performance or improper performance of the Agreement. Both the consent and the declaration must contain the handwritten signature of the person making the declaration.

and contact details for the parent/legal guardian including telephone number. The Operator/Contracting Authority reserves the right to verify the os/certificate/ including contacting the persons signing the document. Os/wiadczenie must be/delivered electronically (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 false data provided by persons of limited legal capacity.
8. The customer may use the rented bicycle on the territory of the City of **Czeladź** for a period/ area, which is defined in Annex No. 1 to these Rules. The area can also be consulted on the website <https://czeladzkirower.eu> and in the mobile application.
9. The stop/ j/pause is included in the time of use and is added to the total charge in accordance with the Table of Charges and Penalties.
10. The booking of the bicycle is voluntary and allows the customer to reserve the bicycle of his choice. The reservation lasts 10 minutes and is not included in the rental time of the bike. If the bicycle is not used within 10 minutes of the reservation, the reservation is released automatically. The reservation is free of charge. The system operator may limit the number of consecutive bookings as well as introduce a time after the end of the reservation, during which it is not possible to start a new reservation.
11. In the case of ascertaining that the Customer uses the **Czeladzki Rower** infrastructure in a manner inconsistent with the Rules, the Customer may block his/her account. In such a situation, repeated registration may only be made after prior consent of **the Customer**.
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 these Terms and Conditions, the intended use of the bicycle and the Highway Code.
2. The customer is obliged to use the bike and the application in a manner consistent with their intended use, not to interfere with its operation, respecting the personal rights of third parties, as well as to use all services made available via the Mobile Application only within the scope of permitted use.
3. From the moment of delivery of the bicycle until the moment of proper completion of the delivery, the customer shall be responsible for the bicycle and shall take all reasonable measures to prevent any damage, total destruction and theft of the bicycle.
4. After renting the bicycle, the customer shall verify the technical condition of the bicycle, in case of finding any damage on the bicycle, the customer shall immediately report the damage via the mobile application using the option **Report bike damage** and withdraw from the ride and the rental of the damaged bicycle. In the case of non-verification of the technical condition of the rented bicycle by the customer, **the purchaser** shall be released from any liability for damage incurred by the customer to the fullest extent permissible within the limits of the applicable law.
5. In the event of a malfunction while using the bicycle, the customer is obliged to report this fact to the Customer Service as soon as possible and return the bicycle to the **Czeladzki Rower** station area, and in the event that it is not possible to continue the ride, cease further use of the bicycle and return the bicycle to the nearest accessible location according to the rules of the Order and Return of Bicycle 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 baggage
- b) use of the bicycle for more than the permitted number of persons allowed to use the bicycle, the value of which was indicated for the respective bicycle type
- c) Driving up high edges with an accelerated bicycle,
- 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 the ~~derailleur~~ gears on the bicycle when standing and in motion under tension,
- h) exceed the luggage carrying capacity of all types of bicycles and the cargo and electric cargo bike boxes specified in the Rules;

Additional penalties will be charged for improper use of the bicycles in accordance with the Table of charges and penalties - appendix no. 2 to the Rules.

7. It is forbidden to use the **Czeladz bike** 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, drugs whose intake constitutes a contraindication to driving.
8. The customer may only use the bicycle for private use.
9. The customer is not allowed to transport bicycles in cars or other means of public or private transport.
10. During the rental, the customer shall be fully responsible for the bicycles rented or made available to third parties, in particular for any damage and theft, until the rental has been properly concluded.
11. It is the customer's responsibility to use private security devices (e.g. rope, chain, U-lock, combination locks) which are not part of the **Czeladzki Rower** 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 Charges and Penalties appended as appendix 2 to the Terms and Conditions.
12. The customer is obliged to return the bicycle in a condition not deteriorated from the condition in which he/she decided to rent the bicycle.
13. In the event of any problems with returning the bicycle, the customer must immediately contact Customer Service.
14. In the event of incorrect return, e.g. by not locking the ROOVEE LOCK CONTROL or by returning the bicycle in an unauthorised place, the customer will be charged for any further costs incurred and will be held fully responsible for the theft or damage to the bicycle.
15. The Customer shall be liable for any damage that may arise from non-performance or improper performance of the Contract to the full extent.
16. The customer is obliged to cover all fines, penalties and fees imposed on him/her in connection with using the bike contrary to the binding legal regulations and the Rules.
17. In the case of damage to or destruction of the infrastructure of the **Czeladzki Rower** system (bicycle, stands, information boards), the customer will be obliged to cover all repair costs. The customer will be issued a bill or VAT invoice for the execution of the relevant repair in accordance with the Table of charges and penalties. The customer agrees to the collection of damage charges from the available resources in the mobile application.
18. In case of intentional destruction or damage to the system infrastructure **Czeladz Rower** will be reported to the prosecuting authorities, and on the part of the

the person who caused the damage shall be liable for all costs incurred in connection with the damage or destruction.

19. In the event of non-payment of amounts due, **the** Customer reserves the right to take the appropriate legal steps against the Customer to obtain payment for the executed Agreement, resulting in the blocking of the Account until the amount due is paid. The Operator shall be entitled to charge statutory interest on overdue amounts from the due date until the date of actual payment in full.

X. METHODS OF PAYMENT

1. The charges who/ re should uis/cic/ the Customer **to the Contracting Authority** for the performance of the Contract have been periodised/ set out in the Table of Charges and Penalties.
2. Payments for the use of the **Czeladz Bike** System made using Autopay Online Payment.
3. The client pays the initial fee and any fees under the Table of Fees and Penalties via the wallet module in the app.
4. When making payment(s), the Customer shall and accept< the terms and conditions relating to Autopay's Online Payment function.
5. Any claims and complaints of the Customer relating to the provision of payment services or the operation of the System shall be addressed to the Service Provider of the System - AUTOPAY S.A. based in Sopot, 81-717 Sopot, ul. Powstan/ co/ w Warszawy 6, registered in the Register of Entrepreneurs of the System.
conducted at the District Court Gdan/ sk-Po/ inoc in Gdan/ sk, VIII Economic Division of the National Court Register under 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/email bok@roovee.eu.

XI. RENTAL AND RETURN OF A BICYCLE

1. The bicycle can only be rented if the customer has an active account and has made an initial payment.
2. The duration of the use including Standstill/Pause will be charged in accordance with the Table of Charges and Penalties until the use is properly concluded. In the event of insufficient credit on the customer's account, the customer is not obliged to terminate the service, but the resulting balance will be charged to the customer's account.
(underpayment<) within 7 days. If the fee is not paid within the specified period, a procedure will be initiated to collect the amount due from the Operator.
3. The request is made by activating the app on the mobile device and scanning the QR code, which is located on the steering wheel and ROOVEE LOCK CONTROL, or by contacting Customer Service and indicating the telephone number, Telecode and the number of the bicycle to be rented. It is possible to rent a bike SMS by sending a message with the subject "start number of the bike", e.g. "start 1627629" to the telephone number +48 500 70 70 70. After correct scanning of the QR code by means of application or the by providing valid data to a Customer Service consultant or by using the The ROOVEE LOCK CONTROL is unlocked via SMS.
4. From the moment ROOVEE LOCK CONTROL is unlocked, the rental time is charged in accordance with the Table of Charges and Penalties.
5. In accordance with the provisions of Chapter IX, point 4, the customer is obliged to verify/check the technical condition of the bicycle before the ride. In case of finding any damage on the bike he shall immediately report the same via the Mobile Application, using the option **Report a bike malfunction** or by contacting the BOK, and also refrain from using (riding) and thus

bicycle rental. The customer shall be responsible for any damage which may result from riding a damaged bicycle.

6. It is not recommended to use the Stop/Pause option outside the operating area of the system. This can result in difficulty in re-accessing the bike.
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 cradle consists of a plastic base rigidly attached to the bicycle, a QR code and rubber bands securing the phone on both sides. In the case of missing or otherwise damaged components of the carrier, the customer is obliged to immediately report the damage to the carrier.
to Customer Service by phone, e-mail or the mobile application and not to use the cradle. A customer who places a phone in a holder despite the absence of any of the elements or other damage to the holder, is responsible for the carriage in the
The telephone is thus made available to you and you waive any right to claim for any damage to it.
6. The basket, which is mounted on the front of the bike, is designed and suitable for carrying lightweight goods. The maximum weight of the basket is 10 kg. The customer is responsible for all damages resulting from improper use of the basket as well as for damage and abandonment of the items transported in the basket.
7. 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. The transported goods and children must be secured with safety belts. The customer shall be liable for any damage resulting from incorrect use of the luggage carrier as well as for damage to and leaving behind of the items carried in the luggage carrier.
8. The maximum load for the standard type of bicycle is 120 kg.
9. The maximum load for an electric standard bike is 140 kg.
10. The maximum load for a tandem bicycle is 240 kg.
11. The maximum load for an electric cargo bike is 250 kg.
12. The maximum load for a child's bicycle is 40 kg.
13. The customer should select the bicycle for hire taking into account his/her height and ability to move freely.
14. Standard, electric bikes are for use by 1 person.
15. Tandem bikes are designed for use by up to 2 people.
16. In the event of any problems with the rental or return of the bike, the user should contact Customer Service immediately.
17. There is no additional charge to the customer for returning the bicycle in the area of the **Czeladki Rower** station.
18. In the case of return of the bicycle outside the area of the **Czeladki Rower** station, the customer will be charged an additional fee of PLN 10.00.
19. In the case of leaving the bicycle outside the **Czeladki Rower** Operational Zone, the customer will be charged with a penalty in the amount according to the table of cards and charges constituting Appendix No. 2 to the Regulations. In the case of leaving the bicycle outside the **Czeladki Rower Operational Zone**, the customer is responsible for any damage, loss or theft of the bicycle to the full amount.
20. Electric and electric cargo bikes are equipped with a display where it is possible to check the charge level of the electric battery before use. Bike
The electrical assistance is subject to discharge assistance is used. The customer acknowledges that in the event of low battery levels the electric assistance may cease to function.
21. The maximum rental time is 12 hours. A penalty of 200 PLN will be charged for exceeding 12 hours of rental.

22. 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 the bicycle return area of Czeladki Rower. The return of the bicycle is to be understood as the return of the bicycle to one of the designated areas, i.e.: the station area or the bicycle return area of **Čeladžky Růžky** with the observance of the Terms of Use in a public place, with the exclusion of the following locations: 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 **Čeladžky Růžky**. The bicycle must be/ rested on a no/ z(foot. It is not permissible to leave the bicycle in a lying position. The bicycle may not be/ also leaned against a pole, tree or building.
23. The customer is obliged to take a photo of the bike after each ride by using the "Take a photo" function in the app.
24. A picture of the bicycle taken, as referred to in point 23 above, must be legible and include the entire leased bicycle. A photograph taken of the bicycle, as referred to in point 23 above, must be legible and include/ cover the entire bicycle. The photo, apart from the specified bicycle, should not include/ any other object with its characteristic features, nor should it immortalise/ any person, including in particular the image features of those persons.
25. After each trip, the customer is obliged to check whether the trip has been successfully completed in the application. If it is not possible to complete the trip in the application, the customer must contact Customer Services immediately. If no contact is made, the customer will be charged for all costs relating to the on-going booking. A fee will be charged in accordance with the Table of charges and penalties.
26. If it is not possible to lock the ROOVEE LOCK CONTROL, the customer is obliged to contact Customer Service immediately. If no contact is made, the customer shall be liable for any damage, loss or theft of the bicycle up to the full amount of the loss incurred by the customer.
27. In case of incorrect return of the bicycle in the case of failure to lock the ROOVEE LOCK CONTROL device or leaving the bicycle at 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 unauthorised place in the operating area of **Czeladki Rower**.
28. In the event of an accident or collision while using the rented bicycle, the customer is obliged to write down a statement or call the police. In the event of such an accident or collision the customer must also inform the Customer Service.

XII. BREAKDOWNS AND REPAIRS

1. In the event of any malfunction, the Customer shall immediately report the malfunction via the application using the **Report Malfunction** module or via Customer Service. If a malfunction is not reported, the customer may be charged with the following costs the cost of its repair.
2. The customer is not entitled to repair the leased bicycle or to interfere in any other way. The only entitled person is the **purchaser**.
3. It is recommended that the customer has the possibility to contact the Customer Service (by phone or e-mail) when using the rented bicycle.

XIII. FEES

1. All fees shall be charged in accordance with the Table of Fees and Penalties, who/ which in accordance with the provisions of the Regulations is attached as Appendix 2.
2. Fees for the use of rented bikes are calculated and depend on the length of the rental/pause.
3. The calculation of the charge is based on the number of minutes of use, which is counted from the moment of renting the bicycle until the end of the use.

4. In the event that the charges accrued for ~~by~~ available funds, the Customer, in accordance with the provisions of Section XI, item 2 of these Rules, is obliged to replenish his/her account to at least PLN 0 balance within 7 days.

XIV. RIGHT OF WITHDRAWAL AND TERMINATION

1. The consumer or the PPC shall be entitled to withdraw from the
2. The consumer may revoke the contract within 14 calendar days of its conclusion without stating any reasons and without bearing any costs. For the purpose of withdrawal from the Agreement, an unequivocal statement must be made by the Consumer or by PNPk, e.g. by means of post or e-mail to bok@roovee.eu. In order to meet the deadline referred to in the first sentence, it is sufficient to send the notice of withdrawal from the Agreement before the expiry of the deadline referred to in the first sentence. A model withdrawal notice is attached as Annex 6 to the Terms and Conditions. The consumer or the PNPk may use it, but is not obliged to do so.
3. The **orderer shall**, within 14 days from the date of the cancellation notice, refund to the Consumer or the PPPK the amount credited to his account. The **Purchaser** shall make the refund to the Consumer or the Polish Postal Service using the same payment method used by the Consumer or the Polish Postal Service, unless the Consumer or the Polish Postal Service has agreed to make the refund using a different method which will not incur any costs for the Consumer or the Polish Postal Service.
4. If the Consumer or the PSC exercises the right of withdrawal after having made a request pursuant to Article 15(3) and Article 21(2), a.p.c. shall be obliged to pay for s/he has fulfilled up to the time of withdrawal.
5. After the expiry of the period referred to in paragraph 1 above, the Customer is entitled to terminate the ~~at~~ any time. Notice of termination must be sent/ to bok@roovee.eu.
The agreement shall be terminated as soon as possible, however no later than 5 days after receipt of the notice of termination, unless the customer has unpaid receivables from **the purchaser** according to his billing account, **in which case the agreement shall be terminated upon settlement of the** balance on the billing account to PLN 0 by the customer.
6. If the funds ~~PLN~~ 0 on the date of termination ~~A~~greement, they ~~w~~be returned to the bank account number provided by the Client. The funds will be returned within 21 days from the date of termination of the Agreement.

XV. COMPLAINTS

1. The customer is entitled to submit a complaint, which shall be submitted by e-mail or in writing to the address of **the CONTRACTOR**.
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 ~~w~~be processed immediately, but no longer than 14 days from receipt or supplementation. If a complaint needs to be supplemented, the deadline will be as follows shall run from the date of receipt of all documents, explanations and similar supplementary documents. Should supplementary documents be required, **the Awarding Authority** shall specify the scope of the documentation to be supplemented.
4. The customer will be informed accordingly by e-mail at the e-mail address provided during registration or at the e-mail address specified in the complaint.

5. The lodging of a complaint does not release the Customer from the ~~of~~ its timely obligations owed to the Operator.
6. The processing of a complaint consists, in particular, of the identification of the problem, a thorough assessment of its validity and the resolution of the complaint.
7. The Customer has the right to make a one-time ~~against~~ appeal against the decision issued by the Operator within 14 days from the delivery of the decision to the Customer. The appeal should also be sent to the address ul. Ryzykowa 33a/7, 02-495 Warsaw. The appeal will be considered within 14 days of its receipt. The customer also has the right to file a request for reconsideration of the case being subject to a decision which was issued following a complaint or may be the subject of a complaint. appeal to ***Miejski Zarząd Gospodarki Komunalnej - a budgetary unit of the Czeladź Municipality, ul. Elżby Orzeszkowej 12, 41-253 Czeladź.***
9. The Customer shall be entitled to claim compensation for failure to provide or failure to provide the Service in court proceedings when the complaint procedure has been exhausted.
10. The operator's liability for failure to provide or incorrect provision of the service shall be limited to the actual damage and shall not include lost profits.
11. In the case of complaints regarding fees, penalties, etc., which are accepted, the money ~~will~~ be refunded to the customer's Roovee account **w i t h i n** 14 days after the customer is notified of the acceptance of the complaint.

XVI. ACCOUNT BLOCKING

1. In the event of non-compliance with the terms and conditions of use contained in these Terms and Conditions, the Operator reserves the right to temporarily or permanently block the Customer's Account with the ***Czeladki Rower*** 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) borrowed 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) the taking of a picture showing something/other than (the vehicle on which the journey was made

XVII. PROTECTION OF PERSONAL DATA

1. The Administrator of the Data processed ~~in~~ ROOVEE System is Miejski Zarząd Gospodarki Komunalnej - Oddział Budz(etowa Gminy Czeladź/ , ul. Elżby Orzeszkowej 12, 41-253 Czeladź/ . **The** Data Administrator has appointed a Personal Data Inspector who can be contacted by e-mail: iod@mzggk.czeladz.pl
2. 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 the user's device in order to be able to provide the user with information about bicycle stations and to provide a route to the nearest bicycle on the basis of consent (pursuant to Article 6(1)(a) of the RODO)
 - d) the establishment or possible investigation/defence of claims/ (pursuant to Article 6(f) RODO).
3. 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 Administrator, and thereafter for the purposes and to the extent required by law or for the safeguarding of possible claims.
 4. The controller informs you that the data processed on the basis of your consent will be processed until your consent is withdrawn or until it is no longer relevant, depending on which event occurs first. The withdrawal of consent does not affect the lawfulness of the existing processing.
 5. Your personal data will not be used for automated decision-making, including profiling.
 6. Your data will not be transferred outside the EEA.
 7. You have the right to access, rectify, erase or restrict the processing of your personal data, to object to the processing, and the right to data portability;
 8. 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
 9. The provision of your data is voluntary, however it is a condition for the conclusion and execution of the contract. Failure to provide personal data will result in the impossibility to conclude and perform the contract.
 10. We inform you that the recipients of the data will be entities responsible for the operation of IT systems, entities providing accounting and legal services, as well as all authorised institutions and bodies under the applicable legislation.
 11. Your data are not subject to automated decisions
 12. For information regarding the processing of personal data concerning you, please contact: iod@mzgk.czeladz.pl.

XVIII. OUT-OF-COURT DISPUTE RESOLUTION

1. **The CONTRACTING AUTHORITY hereby** informs that the consumer or the NFP 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 the PSPK is possible in detail:
 - 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_konsumentekich.php;
 - b) by mediation conducted by provincial inspectorates of the Trade Inspection and their local branches. The role of the mediator in a dispute is performed by an employee of the inspectorate at any given time, while observing the principles of impartiality and fairness. Detailed information on how to access this procedure and the procedures applied is available at the offices and on the websites of each Voivodship Inspectorate of Trade Inspection.
3. The consumer or the NFPA can also make use of the county consumer ombudsman. District consumer ombudsmen are available at the district or town hall (in towns with district rights). Detailed information on this subject can be found 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 the law, recommendations, interpretations or guidelines from the competent courts or authorities;
 - b) issuance of a decision by a competent common court or a decision by a competent authority which may affect the rights or obligations of the **CONTRACTOR** or the Purchaser.
2. The amended Rules will be published on the Website at czeladzkirowe.eu and in the Application. Each version of the Rules and Regulations includes 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 take effect within 14 (in words: fourteen) calendar days from the date of notification to the Customer in accordance with Paragraph 3, unless a postponement is necessary due to mandatory regulations or obligations incumbent upon the **CONTRACTOR on the** basis of a decision of a general court or an authority.
5. In the event of non-acceptance of the change to the Terms and Conditions, the **CONSUMER** or PNPk shall inform the **CONTRACTOR** of its decision in the manner of its choice.

XX. 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 PSC shall be dealt with by the common court having jurisdiction over the registered office of the **CONTRACTOR**. In the case of disputes with a Consumer or a PSC, the jurisdiction/of the court shall be determined on an *o'wise* basis.
4. The regulations are effective as of 01.04.2024.

Annexes to the Regulations:

Annex 1 Stations and zone of operation of the KRM system

Annex 2 Table of fees and penalties.

Annex No. 3 Parental/legal guardian's statement. Appendix 4

Complaint form.

Annex 5 Returns form s/medium/ w

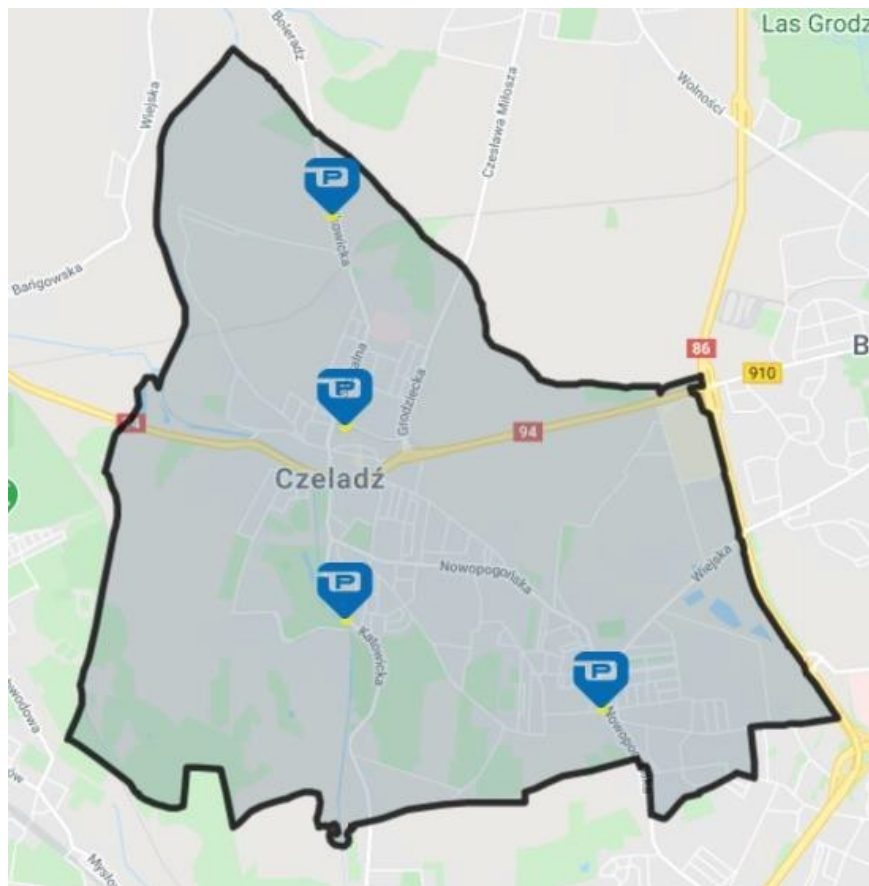
Annex 6 Model/r oof/ declaration of withdrawal

Annex 1 Area and zones of the Czeladź Municipal Bike System operation

ROOVEE PARK Zones

- a. Junction A - Dworcowa
- b. Junction B - Termalna
- c. Junction C - Piaskowa
- d. Wojkowicka Street

Functional area of the Czeladź City Bicycle system



Annex 2 Table of fees and penalties

1.	Initial deposit (to be used for refundable journeys)	PLN 10.00
2.	Minimum balance to start the journey	PLN 10.00
3.	Bike rental between 16 and 60 minutes	PLN 2.00
4.	Second commenced hour of bicycle rental	PLN 3.00
5.	Third commenced hour of bicycle rental	PLN 4.00
6.	Each subsequent commenced hour of bicycle rental	PLN 5.00
7.	Additional charge for leaving a bicycle outside the ROOVEE PARK area	PLN 10.00
8.	Bonus for dropping off the bike standing outside the ROOVEE PARK area to the ROOVEE PARK area	PLN 2.00
9.	Penalty for leaving the bike outside the Urban Bike Operation Zone (up to 5 km)	PLN 100.00
10.	Penalty for leaving the bike outside the Urban Bike Operation Zone (over 5 km)	PLN 200.00
11.	Penalty for misuse of bicycle	PLN 200.00
12.	Penalty for theft or damage to bicycle	PLN 5,000.00
13.	Penalty for leaving a bicycle in a place other than a public place (including garages, tunnels, private properties, closed cemeteries, cellars, buildings, cars, forests, parks)	PLN 200.00
14.	Penalty for damage to or theft from ROOVEE PARK area	PLN 5,000.00
15.	Fee for sending a text message with a call for payment	PLN 5.00
16.	Fee for sending a debt collection letter	PLN 30.00

	Fee for theft or damage to individual elements of the City Bike	
1.	Frame	PLN 5000.00
2.	Dynamo	PLN 400.00
3.	Front lamp	PLN 80.00
4.	Rear lamp	PLN 80.00
5.	ROOVEE LOCK CONTROL	PLN 1200.00
6.	Steering wheel	PLN 200.00
7.	Bell	PLN 40.00
8.	Pedal	PLN 50.00
9.	Basket	PLN 200.00
10.	Tyre	PLN 200.00
11.	Rim	PLN 200.00
12.	Spoke	PLN 2.00
13.	Saddle	PLN 200.00
14.	Bar	PLN 150.00
15.	Mudguard	PLN 100.00
16.	Power cables, plugs	PLN 150.00
17.	Support	PLN 100.00
18.	Hub	PLN 700.00
19.	Fork	PLN 250.00
20.	Grips	PLN 50.00
21.	Handles	PLN 100.00
22.	Front brake	PLN 200.00

23.	Crank	PLN 200.00
24.	Phone holder	PLN 50.00
25.	Handlebar support	PLN 200.00
26.	Repair work (one hour)	PLN 60.00

Declaration (by parent/guardian)

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

..... child's name

.....
.name of guardian

..... caregiver telephone
number

..... e-mail address of
mentor

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

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

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

Complaint

Me,

.....

(Name)

(Telephone number)

I report complaint regarding rental of bicycle o number.....,
z

.....

(name of zone, exact address)

I rented the bike using the mobile app at.....and I returned it
o

godz, przystrefie / outside zone, at:

.....

.....

Total driving/rental/pause/stopping time was I do not agree with the fee charged in
the amount of.....because

.....

.....

.....

.....

(reason for complaint)

Return of funds

.....,,

(Name) (Telephone number) (Email address)

I request the reimbursement of the fee of funds in the amount of.....,

To account number

.....
.....

(Place, date, legible signature)

CZELADŹ BICYCLE

(place and date)

CUSTOMER:

(name and surname)

(mailing address)

Declaration of withdrawal

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

(signature)