

TERMS OF SERVICE

of the system of the Marecki Rower Miejski, also referred to as KołoMarek

[Valid from 1 April 2021]

I. General Provisions

1. The hereby Terms of Service shall specify the rules and conditions of the use of the Marecki Rower Miejski system, also called KołoMarek (further: KołoMarek) launched in the city of Marki.
2. Terms of Service of KołoMarek as well as the Privacy Policy are available free of charge on the internet website www.kolomarek.pl in such a way so as to enable familiarising with the contents, obtaining, broadcasting and recording them. This document may be obtained at the headquarters of Nextbike Polska. S.A. with its registered seat in Warsaw, which is the Operator of KołoMarek System.
3. Contact:
Nextbike Polska S.A.
ul. Przasnyska 6b
01-756 Warszawa
e-mail: bok@kolomarek.pl
tel.: 48 22 123 06 38
4. Nextbike Systems are compatible, that is setting up an account in one of the systems enables the use of bike rental stations in other cities, unless the terms of service of a given system indicate otherwise. Current list of cities in which Nextbike systems are active may be found under the following link www.nextbike.pl/o-nextbike/.

II. Definitions

Whenever the Terms of Service indicate:

1. **Nextbike Mobile Application**-it ought to be understood as mobile application enabling the use of KołoMarek System, available on devices with IOS and Android systems.
2. **KołoMarek Bike Contact Centre (CC KołoMarek)**- it ought to be understood as service launched by the Operator, ensuring that the Clients have contact with the Operator by means of:
 - a. Hotline under the number 48 22 123 06 38,
 - b. electronic post under the address bok@kolomarek.pl.Information regarding the functioning of CC are available on the internet website www.kolomarek.pl.
3. **Account blockade**-it ought to be understood as preventive measure consisting of preventing the use of KołoMarek system which may be applied by the Operator in case of breaching by the Client of provisions of the hereby Terms of Service, in particular a breach which constitutes a damage to the property of the city of Marki and the Operator.
4. **Promotional voucher**-it ought to be understood as a voucher offered by the Operator which enables topping up Client Account. The voucher amount and its purpose is established by the Operator and it is non-repayable. The means from the vouchers are used in the first place, prior to the means paid in by the Client.
5. **Electric lock**- it ought to be understood as a mechanism which releases and blocks the bikes in the docking station.
6. **Client Identification**-this ought to be understood as individual number assigned to a Client, corresponding to the number of the mobile phone indicated during registration and a 6-digit PIN number. Any proximity RFID card may serve as an identifier. Details concerning registration and Client identifiers have been described in Section V. Registration.
7. **Client**-it ought to be understood as participant of the KołoMarek System who has accepted the Terms of Service and who is registered within the KołoMarek System. Personal data of Clients are processed and made available in accordance with the consents granted by KołoMarek System.

8. **Client Account** - it ought to be understood as personal Client account created during registration for the purposes of using KołoMarek System as well as charging fees in line with Annex no. 1 to the Terms of Service.
9. **Top-up amount** - it ought to be understood as an amount of top-up at the minimum level of 1 PLN paid to Client Account on account of future rentals.
10. **Minimum Account Balance** - it ought to be understood as funds that Client has on the Account the level of which cannot be lower than 10 PLN. Bike rental is possible solely when the Client has a minimum of 10 PLN on the account.
11. **Operator** - it ought to be understood as company Nextbike Polska S.A. which realizes the service for KołoMarek, with its seat at ul. Przasnyska 6b, 01-756 Warsaw, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the city of Warsaw in Warsaw, XIII Economic Department of the National Court Register under the KRS number 0000646950, REGON number 021336152, NIP number 8951981007,
12. **Initial fee** - the amount of initial fee within KołoMarek System equates to 10 PLN gross (in words: ten zloty) and is made by the Client upon registering in KołoMarek System the payment of which constitutes an initial top up towards the top-up amount.
13. **Explanatory proceeding** - it ought to be understood as a set of actions undertaken by the Operator, targeted at establishing the circumstances and events occurring in relation to the use of bikes, in particular, those related to breaching of terms of service, accidents and collisions or damages to the property of the Operator.
14. **Terms of Service** - it ought to be understood as the hereby Terms of Service, defining principles and conditions of use of KołoMarek and in particular, scope of rights and obligations and responsibility of persons who avail of the possibility of renting bikes in the KołoMarek system.
15. **Children bike** - it ought to be understood as bike with wheel rims with dimensions of 20 inches, which is designated for the use by children at the age above 6 and height exceeding 120 cm. Children bike is designated for use by one person with weight not exceeding 60 kg.
16. **Standard bike** - it ought to be understood as basic type of bike made available in the KołoMarek System by the Operator. The bike is designated for persons who are above 13 years of age. Working load of a bike amounts to 120 kg. Whilst, it is assumed that such bike is designated solely for the use of one person at a time.
17. **KołoMarek Service** - it ought to be understood as actions performed by the Operator in relation to the exploitation, repairs and maintenance of KołoMarek.
18. **KołoMarek Standard Station** - it ought to be understood as a set of bike stands dedicated to all types of bikes with the exception of Children Bikes, together with the devices for self-registration in the KołoMarek system and for rental of electric bikes through KołoMarek Terminal. List of Standard KołoMarek Stations may be found on the website www.kolomarek.pl.
19. **Mixed KołoMarek Station** - it ought to be understood as a set of bike stands dedicated for all types of bikes with the exception of Children bikes (large) and Children bikes (small) together with a device for self-registration in the KołoMarek system and for equipping and returning Standard bikes as well as Children bikes through KołoMarek Terminal. List of KołoMarek Children Stations may be found on the website www.kolomarek.pl.
20. **User zone** - this ought to be understood as administrative borders of the city Marki.
 For Standard Bicycles, the Operator extends the Zone of Use to the administrative boundaries of the cities listed on <https://nextbike.pl/kompatybilne-mazowieckie-systemy-rowerowe> and allows transfers between them.
21. **Internet website** - it ought to be understood as website www.kolomarek.pl launched by the Operator, containing the necessary data on the commencement and further use of KołoMarek.
22. **KołoMarek System** - system of bike rental stations launched by the Operator, which includes, in particular, bikes, technical infrastructure, software and devices which enable the rental of bikes.

23. **Tables of charges and penalties** - it ought to be understood as price list of services and charges of KołoMarek, being an integral part of the Agreement. Price list constitutes Appendix no 1 to the hereby Terms of Service and it is available on the internet website www.kolomarek.pl.
24. **KołoMarek Terminal** - it ought to be understood as a device for self-rental of bikes located at KołoMarek Stations.
25. **Agreement** - it ought to be understood as an Agreement between the Client and the Operator which establishes mutual rights and obligations specified in the hereby Terms of Service. It is considered that the Agreement containing the provisions of the hereby Terms of Service shall be automatically concluded at the time of registration of the Client within KołoMarek, subject to submission by the Client of declaration of acceptance of Terms of Service, indication upon registering of personal data and making of initial fee payment paid during the registration process of the Client in the KołoMarek System. Personal Data Controller shall be Nextbike Polska S.A.
26. **Bike rental** - it ought to be understood as rental of a bike from KołoMarek Station by means of Client Identifier or via another method as specified in Section V, Clause 8. Rental process is specified in detail in clause VIII of the Terms of Service.
27. **Bike return** - should be understood as returning the bike to the KołoMarek Bike Station with subject of point II.20. The process of bike return is specified in clause XI of the Terms of Service.

III. General rules of use of KołoMarek

1. The condition for the use of KołoMarek System is submission by the Client of the required personal data upon registration, the acceptance of conditions defined in the hereby Terms of Service, as well as payment of initial fee. The condition for the use of KołoMarek is, furthermore, maintenance of a minimum top up level on the Client's account during the time of each rental, in the amount of no less than 10 PLN (in words: ten zloty).
2. The Client is obliged to abide by the provisions of the Terms of Service, in particular, concerning the agreed payment of the fee and the use of the bikes in accordance with the Terms of Service.
3. Persons who are above 13 years of age but did not complete 18 years of age (further referred to as minors) may avail of the KołoMarek System, pursuant to the consent of their parent or legal guardian. It is required that an account which a minor will use is registered by their parent or legal guardian who applied to the Operator for consent for the use of the KołoMarek System by the given minor. The account should be registered on the phone number the minor with him PESEL number, but others date should be a parent or legal guardian. Such parent or legal guardian bears responsibility on account of any potential damages which may occur, in particular in relation to the non-execution or incorrect execution of the Agreement and to cover ongoing commitments specified in the Table of Penalties and Charges and Costs of repair and processing of bikes in the KołoMarek System. Consent of at least one parent or legal guardian for the use of the account by a minor in the form of a scan of a letter ought to be sent by electronic means to the email address bok@kolomarek.pl, and subsequently the original letter must be sent via traditional post to the address of the Operator or submitted in person at the premises of the Operator. Consent should include:
 - a. Telephone number with which the account was registered,
 - b. Telephone number the parent or legal guardian,
 - c. First name and surname of the User (parent or legal guardian),
 - d. Consent for use of the System by the minor,
 - e. First name and surname of the minor,
 - f. Handwritten signature of the User (parent or legal guardian),
 - g. Date and place of granting the consent.
4. The obligatory condition to be met in order to avail of the bike rental by minors is being in possession of a valid bicycle or motorcycle driving license.
5. The Client may rent up to four bikes at the same time. The use of the rented bike is allowed within the User zone.

6. Parties to the Agreement undertake to mutually inform each other of any changes to addresses or other data identifying them, indicated during registration in the system.

IV. Responsibility/ Obligation

1. The Client is responsible for the use of a bike in accordance with its purpose and with the provisions of the Terms of Service. In the event of non-compliance with the provisions contained within the Terms of Service, the Operator shall be entitled to block Client Account. Detailed conditions related to such blocking have been specified in Clause XVI of the hereby Terms of Service.
2. The Client undertakes to return the bike in good technical condition and in the same state as it was in at the time of renting. The Client shall bear full responsibility for any results of events which occur pursuant to the breach by him of the law in place when using the KołoMarek System.
3. The use of bikes via KołoMarek System may take place solely for non-commercial reasons.
4. The Client is responsible for the bike/bikes he rents at a given time from the moment of rental from a KołoMarek Station to the moment of their return to the KołoMarek Station. Whilst, it is assumed that the Client is obliged to return the bike/bikes to the station dedicated for a specific type of bike, with subject of point II.20. In particular, the Client is obliged to undertake actions targeted at preventing any damages and theft of the rented bike.
5. In the event of theft of the bike that occurs during rental, the Client is obliged to inform CC KołoMarek immediately after noticing the incident.
6. The use of KołoMarek System bikes by persons under the influence of alcohol or other narcotic substances, psychotropic substances or equivalents in the meaning of provisions on counteracting drug addictions; strong anti-allergic drugs, other medicines which by definition are forbidden or recommend not to be applied for drivers of any vehicles, is forbidden.
7. The Client bears full and total responsibility and undertakes to cover any tickets, fines, fees etc. obtained by the Client, related to the use of the bike and imposed on them out of their own fault. The Client bears responsibility for fines, tickets, and fees etc. which have been imposed on them and which result from Operator's fault.
8. In case of proven damages stemming from incorrect use of equipment forming part of KołoMarek System, the Client undertakes to cover the costs of replacement of damaged parts and services related to their exchange in order to restore the bike to its former state from before rental. The Operator shall submit an adequate receipt or VAT invoice to the Client for completion of the necessary repair works.
9. In case of improper return of the bike out of the Client's fault, the Client bears costs of its further rental and is responsible for any potential theft or damage. In the event of any difficulties with the return of the bike the Client is obliged to contact CC KołoMarek.
10. Any purposeful damage to the property of the Operator shall result in the necessity to bear costs of repair and restoration by the perpetrator and, in consequence, it may result in the initiation of court proceedings. The Operator reserves the right to recover any justified costs, including costs of legal representation, from the person who caused damages or destructions.
11. The Client is responsible for any potential damages which may arise as a result of non-compliance with the Terms of Service, whilst, one of the elements of the damage may be the so called cost of bike restoration, specified in Tables of charges and penalties as well as table of Costs of repair and restoring of bikes.
12. The users are forbidden to transport the bikes in the KołoMarek system via vehicles and other means of transport, owned by private persons, excluding Means of Public Transport.

V. Registration

1. A necessary condition for the use of KołoMarek System is adequate Client registration, acceptance of the provisions of the Terms of Service, indication of personal data required upon registration and maintaining the minimum account balance (10PLN).
2. Registration may be realized through:
 - a. KołoMarek terminal located at the Station,

- b. Website www.kolomarek.pl.
 - c. Nextbike mobile application,
 - d. Telephone contact with CC KołoMarek.
3. During the registration process through the website www.kolomarek.pl, via the Nextbike application or via telephone contact with the CC KołoMarek employee the indication of the following personal details is necessary:
- a. First name and surname,
 - b. contact address, that is city, street including flat/house number, postal code, country,
 - c. email address,
 - d. PESEL number,
 - e. mobile phone number,
 - f. payment card number in case of payment with credit card with the possibility of charging (optional).
4. During registration process at the KołoMarek Terminal, the Client indicates the following personal details;
- a. mobile phone number,
 - b. name and surname,
 - c. in case of an intention to top up the account: number of credit card with an option of debiting.

Other data indicated in clause 3, letters b, c and d the Client is obliged to indicate, within 24 hours from the moment of registration. In case of lack of submitting the above data in a given term the account will be blocked. Unblocking of the account will occur at the moment of submitting correct and full data.

5. In order to complete the process of registration a link will be sent to the email address indicated before with a confirmation of data by the Client. Post authorization of the link, the account is verified. Lack of confirmation of data within 24 hours from the moment of obtaining the mail by clicking on the verification link causes non-completion of the registration process at KołoMarek System and thus, blocking the account.
6. Client accounts which contain incorrect personal data with OPLN account balance may be automatically deleted from the KołoMarek database system.
7. During the registration process at KołoMarek Terminal the Client enters the PIN code of his own. Whilst, during the registration via: internet website, Nextbike application and CC KołoMarek a PIN code is generated automatically. Post registration the Client receives a confirmation from KołoMarek System regarding a successful registration as well as his individual PIN code which enables authorization of a given Client by the system.
8. In order to improve the process of logging in at the Terminal, the Client has the option of connecting his RFID card with the KołoMarek account. During rental and return of a bike the Client has the following methods of identification at disposal:
- a. mobile telephone number which, together with PIN number is treated as equal to the Client Identifier,
 - b. ELS Electronic Student ID (ELS), proximity, personalized electronic card (chip+RFID) with its unique, encoded number together with PIN number,
 - c. payment cards-consumer credit cards, charge, debit and pre-paid cards issued by payment organizations of Visa International and Mastercard International issuers and other which fulfil the requirements of electronic payment means in the meaning of the relevant acts together with PIN number. Terminals are adjusted for cooperation with PayPass and PayWave types of products.

After logging into one's account on the website www.kolomarek.pl, Clients may switch off the PIN code through unselecting the option: *Upon each rental and return, in order to ensure my safety, please ask me*

about my PIN number. This option allows for rental/return of a bike at the terminal without the need to indicate a PIN code with the use of the following methods of identification: b, c.

VI. Personal data

1. The condition to registering is an indication of correct data, acceptance of conditions specified in the hereby Terms of Service. The data controller is Nextbike Polska S.A. with its registered seat in Warsaw 01-756, ul. Przasnyska 6b, 01-756 Warszawa (further referred to as Data controller).
2. Submission of personal data is voluntary, but necessary for the realization of the Agreement; lack of personal data submission prevents the use of KołoMarek System services. The information on safety of personal data is available within the Privacy Policy document of Nextbike Polska S.A. available at: www.kolomarek.pl.
3. Data controller may be contacted by means of an email address daneosobowe@nextbike.pl, contact form at the address www.kolomarek.pl, via telephone by calling +48 22 208 99 90 or in writing by sending a letter to the address of Nextbike Polska S.A.
4. Data controller has assigned Personal Data Inspector who may be contacted via email at iod@nextbike.pl, through contact form at the address bok@kolomarek.pl, via telephone by calling at +48 22 208 99 90 or in writing by sending a letter to the seat of Nextbike Polska S.A. Data Protection Inspector may be contacted with regards to all matters related to the processing of personal data an executing the rights related to the processing of such data.
5. Personal data of a user will be processed for the purpose of:
 - a. setting up and servicing client account and provision of services available under KołoMarek according to the principles specified in the hereby Terms of Service-the legal basis will be the necessity to execute agreement concluded by the user;
 - b. fulfilling public-legal obligations of Nextbike Polska S.A., above all, those stemming from accounting provisions and tax provisions of law-the legal basis for the processing will be the necessity to fulfil legal obligations of the Controller;
 - c. passing of marketing contents concerning products or services of Nextbike Polska S.A. - legal basis for the processing will be the legally justified interest of the Controller; legally justified interest of the Controller is the conduct of marketing actions concerning products or own services; in case of expressing consent for the processing of personal data for the purpose of passing on the marketing content related to the products or services of Nextbike Polska S.A., in case of non-conclusion of the agreement and post expiry of agreement-the consent will be the legal basis for the processing of personal data by the user in case of conclusion of agreement with Nextbike Polska S.A. And post its completion (in case of failure to express consent, personal data of a user will not be processed for marketing purposes in case of non-conclusion of agreement and post its expiry);
 - d. passing of marketing content concerning products or services of Nextbike Polska S.A. Partners: legal basis for the processing will be the consent for processing of personal data in order to pass on the marketing content concerning products or services of Nextbike Polska S.A. (in case of non-expressing consent, personal data of such user will not be processed for this purpose);
 - e. ensuring the possibility of control of location at which bikes were rented or to which they were returned to KołoMarek with the use of GPS system or verification, where the bike is located in case of lack of its return- legal basis for the processing will be legally justified interest of the Controller; legally justified interest of the Controller is the protection of material interest through gathering information which enable locating a bike;
 - f. establishing or pursuing potential claims or defence against claims by Nextbike Polska S.A., related to the concluded agreement with the user-legal basis of processing will be the legally justified interest of the Controller; legally justified interest of the Controller is enabling establishing, pursuing and protecting against claims.
6. Personal data may be passed on to the following entities: suppliers of IT services, providers of location services (GPS), providers of marketing services, online payment operators, couriers and post operators, entities providing accounting and legal services.

7. Personal data of users will be processed until the time of expiry of claims stemming from the concluded agreement between the user and the Controller. After this period, data will be processed in the scope and for the period required by the provisions of law, including accounting provisions of law. In case of granting consent for the processing of data, data will be processed until the time of withdrawal of such consent. Controller will cease to process data for marketing purposes earlier, during the validity period of the agreement, in case of submitting by the user of an objection against the processing of his data for this purpose.
8. The expressed consent for the processing of data for the purpose of passing onto the user of marketing contents by Nextbike Polska S.A. may be withdrawn at any time. The manner in which the consent may be withdrawn is indicated in the Privacy Policy of Nextbike S.A. Withdrawal of consent will have no impact on the compliance with law of the processing carried out prior to its withdrawal.
9. In the scope in which the basis for the processing of personal data of the user will be the legally justified interest of the Controller, he will be entitled to the right of submitting an objection against the processing of personal data, that is in particular he will be entitled to object against the processing of his personal data for the purpose of passing over the marketing content in the course of validity of agreement concluded with the Controller.
10. The User will be entitled to access his data and demand their amendment, removal or limiting their processing as well as the right to submit a complaint to the supervisory organ that deals with the protection of personal data in a member state of his usual stay or at the place of work of the user or the place of conduct of the alleged breach.
11. 18. Since data of a given user will be processed in an automated manner, on the basis of an agreement and consent (in case of expressing it)-the user is entitled also to the right to transfer personal data which he will provide the Controller with, that is to obtain from the Controller personal data in a structured, generally used, machine-readable format. Such data may be passed on by the user to another data Controller. Details in this scope have been specified in the Privacy Policy of Nextbike S.A.
12. Indication of personal data in the purpose of setting up an account and then use of the offered services in the framework of ZGCB is necessary in order to conclude and realize the agreement-lack of indication of personal data precludes the conclusion of agreement. Indication of data for the purpose of passing on the marketing contents is voluntary.
13. Personal data are processed, stored and secured in accordance with the principles specified in the binding legal provisions.
14. The content of individual transactions/rentals is available solely for the parties of the Agreement. Each Client who has performed registration, having logged in, has access to all his transactions/rentals for the period of their storage within the IT system. Client data concerning individual transactions/ rentals are stored by the KołoMarek IT system. If there are no arrears in the scope of payments for the use of bikes and data concerning individual transactions are no longer obligatory for realization of target for which they have been gathered, they are deleted immediately upon submission by Client of a motion for their deletion. In case of submitting a complaint, such data are stored until completion of the complaint procedure and potential proceedings caused by it, identification of claim by the Client and for evidence purposes. In case of a notification within this term (i.e. compensation or indemnification for damages) - data are processed during establishing the potential liability of the Operator/ Client and realization of the issued judgement in this regard.
15. Controller of personal data-Operator undertakes to maintain confidentiality of personal data and not to disclose them to any third parties, unless, pursuant to a clear authorization from the Client or in the event when such authorization will result from a specific provision of law. This obligation shall remain in force post expiry of the legal relationship which is between the Lessee and the Operator.
16. In order to adjust the content and the services to the individual needs and interest of Clients, the Operator uses the so called cookies that is information saved by the server of the Service on Client's computer, which the server may read during each connection from the given computer. Cookies files provide statistical data regarding Client traffic and their use of the particular KołoMarek pages, as well as enable a swift provision of Services. The Client may at any time switch off the option of accepting cookies in his browser settings, however, this may trigger problems and in some cases disable the use of KołoMarek System. The Client may at any time switch off the option of accepting cookies in his

browser settings, however; this may trigger problems and in some cases disable the use of KołoMarek System. Details concerning cookies files may be found in the Privacy Policy of Nextbike Polska S.A.

VII. Payment methods

1. Payment for services and products offered within the KołoMarek system may be conducted through:
 - a. crediting the pre-paid Account via bank transfer or through payment via payment card, in particular; via portal www.kolomarek.pl from which the means will be charged in the amounts as indicated in Tables of charges and penalties, and subsequently transferred to the account of the Operator;
 - b. launching the order of debiting the credit card with which the charging of payment of a minimum of 10 PLN is related. in cases as specified in clause VII par. 1B. This might be conducted by means of entering credit or debit card number within KołoMarek Terminal during contact with CC KołoMarek as well as by means of mobile Nextbike application.
2. All payments are transferred to the account of Operator.
3. At Client request, the Operator will provide the Client with VAT invoice covering the paid ride. For this purpose the Client should contact the Operator via electronic means to the email address of the Operator, indicating data necessary for VAT invoice issuance, date and time of rental of bike and number of bike.
4. The Operator will send a VAT invoice via electronic means to the email address from which the Client contacted the Operator. In particularly justified cases the Operator may send a VAT invoice to another email address, indicated by the Client.

VIII. Rental

1. Bike rental is possible in case a Client has an active account status. Active account status is understood as:
 - a. a minimum amount of 10 PLN gross on the pre-paid Account, through topping up by means of transfer or by single payment with the use of payment card,
 - b. defining as the form of payment of the payment card with possibility of debiting, via terminal or via contact with CC KołoMarek, through which these means are automatically transferred.
2. Standard Bike rental is possible at any KołoMarek Standard Station post prior launch of Terminal, logging in and proceeding according to the displayed messages on the device of Terminal. Release of electric lock is signaled via adequate message displayed on Terminal as well as a sound signal. During the rental the Client obtains the number for the code lock which opens a security rope within the rented bike. This number until the time of return may be confirmed at the Terminal, via Nextbike mobile application as well as in CC KołoMarek. The Client is obliged to ensure that the Standard Bike is equipped in protective rope, also called a clamp, prior to rental. In the event when it is missing, the Client is obliged to contact CC KołoMarek and inform it of the absence of a clamp. Rental may also be performed by means of mobile application Nextbike or by contacting CC KołoMarek.
3. Children bike rental is possible solely at a Mixed KołoMarek Station. Furthermore:
 - a. use of bikes of children type is possible only under the supervision of their legal guardians with an account in KołoMarek System. Legal guardian is obliged to supervise the ride of a child for the entire duration of rental until bike return at the docking station,
 - b. Children bikes are bikes with wheel rims of dimensions of 20 inches, which are designated for children above 6 years of age whose height exceeds 120 cm.
 - c. Prior to rental of a children bike, legal guardian must ensure that the child is able to ride a bike without the use of so called side-wheels,
 - d. legal guardian takes full responsibility for a child during children bike rental,
 - e. Children bikes are not equipped in safety rope and may be rented solely and exclusively at Mixed KołoMarek Station.

- f. in case of lack of possibility of return of children bike into the electric lock, legal guardian is obliged to contact the Operator through 24/h hotline of CC KołoMarek under the number 48 22 123 06 38. CC employee will inform him how and where to secure the bike.
4. The Client is obliged to ensure, prior to commencing the ride, that the bike is fit for use, in particular:
 - a. Bike tyres are pumped, brakes are functional;
 - b. The bike is equipped in a safety rope also known as clamp which works properly.
5. Once each type of bike is released, the Client is obliged to secure the rope in such a way so as to prevent it getting into the wheel.
6. In case of discovering during the bike rental any failure of the bike, the Client is obliged to immediately report the problem to CC KołoMarek and return the bike to the closest KołoMarek Bike Station dedicated for a given type of bike.
7. Rental and use of an unfit bike by the Client may result in his liability for any failures or damages resulting from the use, in case when the Client could have been able to identify the unsuitability of the bike.
8. It is recommended that the Client has, during rental, a working mobile phone in case of a necessity to contact CC.
9. The basket mounted in front of the bike is suitable solely for the carriage of light items. In order to ensure safety and at the risk of damaging the bike it is not allowed to place any heavy items within the basket. While carrying items the weight of which exceeds 5 kg in the basket one must maintain special caution. The maximum weight of items within the basket cannot exceed 5 kg. Items placed in the basket may not hang out of the rim of the basket and they should not contain any sharp edges. If an accident occurs due to inappropriate use of the basket, the Client bears responsibility for it and will cover any costs arising from it. The Operator shall not bear responsibility for damages or leaving items or goods carried in the basket. In particular, the Operator shall not bear any responsibility for the carried electronic equipment which constitutes the property of the Client.
10. Maximum load of a bike:
 - a. for a standard bike, designated for use by 1 person, it cannot exceed 120 kg,
 - b. for children bike, designated for use by 1 person, it cannot exceed 60 kg.
11. In case of any problems with the rental or return of the bike from KołoMarek Station the Client is obliged to contact CC KołoMarek by phone. The employee of CC will inform the Client of further actions to be taken. The rented bike ought to be used in accordance with its designation. KołoMarek Bike as a transport means is designated to move around the KołoMarek Bike Stations. It is not allowed to use KołoMarek bikes for mountain rides, jumps, stunt tricks, as well as racing and using the bike to pull or push anything is not allowed.

IX. Duration of rental

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

X. Repairs and failures

1. Any failures ought to be reported by phone to CC KołoMarek immediately upon being noticed. In case of each failure which prevents further ride the Client is obliged to stop and inform CC KołoMarek via telephone as well as return the bike to the closest KołoMarek Station.
2. Any failures ought to be reported immediately post being noticed by phone to KołoMarek CC. The only authorized entity to perform these actions is KołoMarek Service.
3. The Client has an obligation to have the possibility of contacting CC KołoMarek at all times when renting a bike.

XI. Return

1. The Client is obliged to correctly return the Standard bike through:

- a. Returning the bike to the dedicated KołoMarek Standard Station and connect the bike to the free electric lock which constitutes an integral part of the stand. Correct blocking of a bike at a stand will be confirmed by a green diode located on the pole, a sound signal and physical closing of the bike in the stand.
 - b. Returning of a bike to the KołoMarek Standard Station with the use of code lock (solely in situations when Client is unable to connect the bike to the electric lock i.e. when there are no free spots or there is a failure of KołoMarek Standard Station), connecting the bike to the stand or to another bike (correctly secured through connecting into electric lock or secured with a clamp) located at the KołoMarek Standard Station, block the lock (through shuffling the digits) and pressing the "Rent / Return" button on the electronic part of the Terminal as well as proceed according to the instructions visible on the display. Upon blocking the lock, the Client may also return the bike via mobile application Nextbike or through contacting CC KołoMarek. In order for the return of the bike to occur through telephone contact with CC KołoMarek the presence of Client at the Station on which the bike return is to be arranged for is required.
 - c. In case of experiencing any difficulties related to the bike return, the Client is obliged to immediately contact 24/7 hotline of CC KołoMarek. It is thus assumed that in order for a bike return to occur through telephone contact with CC KołoMarek, the Client ought to be present at the Station on which a bike return is to be conducted.
2. The Client is obliged to correctly return Children bike through returning the bike to the Mixed KołoMarek Station with free electric locks and connecting the bike to the electric lock. In case of overcrowding of the station the Client is obliged to return the bike to the closest not overcrowded Mixed Station. In case of failure of a given station, the Client is obliged to contact CC KołoMarek. In case of any difficulties related to the return of Children bike, the Client is obliged to immediately contact 24/7 hotline of CC KołoMarek. Whilst, it is assumed that in order for the bike return to be possible (solely in sudden and justified cases) through CC, the Client ought to be present at the Station on which a bike return is to be performed. Correct securing of a bike in a bike stand will be confirmed by a green diode located on the pole, as well as a sound signal and physical closing of a bike in the electric lock.
 3. The Client is obliged to correctly return and secure the bike, as specified in clauses X.1 to X.2 under the pain of:
 - a. calculation of fees for the use of bike in accordance with the accepted price list, and in case of rental exceeding 12 hours, calculation of additional fee in the amount of 200 PLN.
 - b. calculation of contractual penalty for loss, theft or damage of a bike in accordance with Appendix no. 1 to the hereby Terms of Service.
 - c. Calculation of penalty fee for return of bike at a place other than the dedicated station in accordance with Appendix no. 1 to the hereby Terms of Service.
 - d. Temporary blocking of Client's account.
 4. In case when during rental of a bike an accident or collision occurs, Client is obliged to write a statement or call the Police to the site. Furthermore, in case of the occurrence of the above event the Client is obliged to inform CC KołoMarek of this fact no later than within 24 hours post the event.

XII. Charges

1. Charges are calculated according to the rates specified in the Tables of Charges and Penalties, constituting an annex to the Terms of Service, available at www.kolomarek.pl and in KołoMarek Terminals. The basis for the calculation of a charge is the number of minutes of rental, measured from the moment of bike rental to the moment of connecting the bike with electric lock or obtaining the confirmation from the KołoMarek System regarding the confirmation of bike return.

Fees for Standard Bike are calculated according to the rates in Appendix 1 to these Terms and Conditions, the Price List and the Table of Additional Fees applicable in the System to which the Standard Bike belongs.
2. Charges for the use of rental are diverse and depend on the length of time of bike rental. Fee for single rental is a sum of receivables for subsequent time intervals.

3. Time of charging is divided into one-hour periods with the exception of the first hour of rental during which the period of the first twenty minutes of rental and the subsequent paid forty minutes of rental.
4. In case when charging the fee for the ride exceeds the means on the account the Client is obliged to top up his Account at least to reach the balance equal to OPLN within 7 days. In case of failure to settle overdue payments, the Operator reserves the right to commence adequate legal steps against the Client, targeted at obtaining the payment on account of the realized Agreement. The Operator is entitled to calculate statutory interest from the amounts overdue calculated from the day of maturity until the day of factual repayment made in full.
5. Reimbursement of charges made towards rentals may be made upon termination of the Agreement. During the term of the agreement with the Operator of KołoMarek system the payments towards rentals (top up amount) are non-refundable.
6. In case of obtaining a promotional voucher, the top up amount of Client account and its designation are established by Operator and it is non-refundable, that is there is no possibility of obtaining payment of funds. The means from the top up are used in the first place, prior to the means paid in by the Client. In case of promotional vouchers, details regarding the amount, the validity term and the reasons for granting them are defined within the Terms and Conditions of Promotions, available on the system website.
7. Non-used funds are transferred from season to season and are not subject to cancellation.
8. In case if the Client is in arrears with payments towards the Operator, the Operator reserves the right to pass the information on overdue amounts to entities indicated by appropriate provisions of law according to the principles stemming from separate provisions of law. The Client acknowledges that KołoMarek Operator is entitled to transferring the matured receivables with respect of the Client, stemming from the Agreement, onto third parties, which shall entitle these third parties to seek repayment by the given Client of these receivables. The Operator KołoMarek realizes the services related to the maintenance of KołoMarek and bears full responsibility for its proper functioning.

XIII. Responsibility

- 1 The Operator realizes services related to the maintenance of KołoMarek System and bears responsibility for its proper functioning.
2. The Operator shall not bear responsibility for any direct or follow up damages as well as lost benefits caused as a result of improper performance of the Agreement by the Client, or for any other damages for which the Client is responsible, with the exclusion of damages caused by the Operator purposefully.
3. Any claims and complaints resulting from them ought to be directed by the Clients to the address of the Operator.
4. The Operator reserves the right to disclose Client's data, in case of a necessity of disclosing the data to the authorized persons stems from the binding legal provisions.

XIV. Complaints

1. The recommended term for submission of complaints is within 7 days from the date of the event which caused the complaint.
2. All complaints concerning the services provided on the basis of the Terms of Service may be submitted:
 - a. via electronic means to the email address bok@kolomarek.pl,
 - b. via post to the address of the Operator, specified in clause I.3,
 - c. in person at the headquarters of the Operator.
3. If data contained within the complaint require supplementation, the Operator requests that the complaining person supplements the complaint within the indicated scope prior to reviewing the complaint.

4. The complaints which do not contain data such as: name, surname, address, telephone number, which would allow for an identification of the Client will not be considered by the Operator.
5. Submitting a complaint does not release the Client from the obligation of a timely realization of the obligations towards the Operator.
6. The Operator shall process a complaint within 14 days from the date of obtaining it or its supplementation, and in case of matters of more complicated nature, this period may take up to 30 days. In case of the necessity to supplement the complaint the term for reviewing the complaint commences on the day of receipt of documents by the Operator which supplement the complaint or which provide additional explanations/information. In case of an inability to meet the deadline for the review of a complaint, the Operator will inform the Client of any delays, indicating the cause of a delay (circumstances which must be established) and an expected term for the review of the complaint.
7. Response to a complaint shall be posted to the Client via electronic post or traditional post to the correspondence address in a manner specified in the complaint. The Operator may send the response to an alternative address/ email address indicated for correspondence by the Client who submits a given complaint.
8. The consideration of a complaint consists of an identification of the problem, assessment of its justification and settlement of the problem submitted by the Client or a conduct of adequate actions in order to remove any potential irregularities, causes of their occurrence and to grant a thorough, and professional in form and in content reply.
9. CC grants replies which contain the position of the Operator regarding submitted complaints, providing justification and information as to the appeal procedure.
10. The Client has the right to appeal against the decision issued by the Operator. The appeal will be considered within 14 days from the day of its submission to CC. The appeal ought to be submitted in one of the following manners:
 - a. via electronic means to the email address bok@kolomarek.pl,
 - b. via post to the address of the Operator, specified in clause I.3,
 - c. in person at the headquarters of the Operator.
11. The Client may:
 - a. direct an appeal against the decision of the Operator directly to CC within 14 days from the date of receipt of the reply to the complaint;
 - b. launch civil action in the adequate court.

XV. Withdrawal from the Agreement:

1. The Client may withdraw from the Agreement concluded with the Operator-on the basis of the provisions of law, without indicating the cause, within the term of 14 days from the date of its conclusion. The term is considered as fulfilled if prior to its expiry the consumer posts a statement of withdrawal from Agreement.
2. The Client may withdraw from the Agreement via:
 - a. sending to the Operator's email address bok@kolomarek.pl a statement regarding withdrawal from Agreement;
 - b. sending to the postal address of the Operator, specified in clause I.3 a written declaration of withdrawal from Agreement. For this reason the Client may avail of the form on withdrawal from Agreement enclosed in Annex no. 2 to the act of 30 May 2014 on consumer rights (Journal of Laws of 2019, item 134 as amended), however, this is not obligatory.
3. In case of withdrawal from the Agreement, the Agreement is treated as non-concluded. In case of withdrawal from the Agreement each party is obliged to return to the other party all the items it obtained on the basis of the Agreement. The return of the services occurs no later than within 14 days from the day of receipt by the Operator of the declaration regarding withdrawal from the Agreement. The return of payment is conducted with the use of the same payment methods which were used by

the Client in the initial transaction, unless within the declaration of withdrawal from the Agreement the Client agreed to another solution. Another solution ought to be indicated by the Client within the submitted declaration.

4. In case of withdrawal from the Agreement, the Agreement is treated as non-concluded. Should, pursuant to the demand by Authorized Participant, the execution of service commence prior to the expiry of the term of withdrawal from Agreement, the Participant is obliged to pay for the services fulfilled until the moment of withdrawal from Agreement. The return of the services occurs no later than within 14 days from the day of receipt by the Operator of the declaration regarding withdrawal from the Agreement with the use of the same methods of payment which were used by the Client in the initial transaction, unless the Client indicated an alternative solution within declaration regarding withdrawal from Agreement.

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

1. The Client has the right to terminate the Agreement. Termination may be submitted by the Client in the following manner:
 - a. via electronic means to the email address bok@kolomarek.pl,
 - b. via post to the address of the Operator, specified in clause I.3,
 - c. in person at the headquarters of the Operator.
2. The termination of the Agreement takes effect within 14 days from the date of receipt of the termination by the Operator. Liquidation by the Operator of Client account within KołoMarek System shall be the result of Agreement termination.
3. Prior to terminating the Agreement the Client is obliged to top up the means on the Client Account to reach the balance of 0PLN. Termination of Agreement in a situation in which the balance of the Client Account of the Client is negative remains without effect on the right of the Operator to pursue the amount equal to the unsettled by the Client amount of receivable for services provided by the Operator.
4. If the funds on the Client Account exceed 0PLN on the day of Agreement termination they will be reimbursed to the bank account indicated by the Client, unless the Client consented to an alternative solution within Termination of Agreement. Another solution ought to be indicated by the Client within the submitted declaration. Reimbursement of funds will occur within the term up to 30 days from the date of Agreement Termination. In case when the reimbursement of funds triggers the necessity to bear additional costs on the side of the Operator in the form of transfer charges, these costs will be deducted from the funds to the reimbursement of which a Client is entitled.

XVII. Blockade of user accounts

1. The Operator reserves the right to temporarily block Client's account in KołoMarek system in case of non-compliance with the conditions of bike use at KołoMarek, specified in the hereby Terms of Service.
2. In particular, the account blockade may occur, when the Client:
 - a. has not entered personal data in detail, as specified in clause V of the hereby Terms of Service;
 - b. uses a bike not in line with its designation;
 - c. leaves the bike in a location other than the designated Station;
 - d. leaves the bike unsecured.
3. Blockade of an account may also occur in case when post bike rental by a client the bike has been lost.
4. Permanent blockade of Client Account prevents any future setting up of subsequent account and is equivalent to the termination of agreement with a given client through his fault.

XVIII. Nextbike Mobile Application

1. Nextbike Mobile Application is available for download without charging any fees (free of charge) in Google Play stores and Apple AppStore.

2. The use of Mobile Application is possible by means of phones with adequate, valid Google Android or Apple IOS system with Internet access.
3. The use of Mobile KołoMarek Application is possible post registering in the Nextbike System. The provisions of the hereby Terms of Service in the scope of conditions of use of KołoMarek are appropriately represented in the Mobile Nextbike Application.

XIX. Final Provisions

1. The acceptance of the hereby Terms of Service and the rental of the bike indicates: a declaration of the health state which ensures safe movement on a bike; ability to ride a bike; possession of permissions required by provisions of law and knowledge of road traffic provisions.
2. The Operator reserves the right to terminate the Agreement with a notice of 14 days in case the Client breaches the provisions of the hereby Terms of Service (i.e. lack of acceptance of the new Terms of Service, non-return of a bike at the required time) while the Client is entitled, in respect of the Operator, to submit claims related to the return of means on the client account, provided that they were not used by the Operator previously to cover the payable liabilities chargeable to the Client.
3. Information regarding changes of the Terms of Service or Privacy Policy will be sent to the email address indicated upon registration. The information regarding changes to the hereby Terms of Service or to the Privacy Policy will be sent to the email address indicated upon registration. Lack of written information of lack of acceptance of the change to Terms of Service or Privacy Policy sent to CC within 14 days from the day of its posting to the Client indicates acceptance of introduced changes within Terms of Service or Privacy Policy by the Client. Written information of the lack of acceptance by the Client of changes to the Terms of Service or Privacy Policy shall constitute termination of the Agreement by the Client.
4. For all matters unresolved in the hereby Terms of Service the binding legal provisions shall apply, and in particular, the provisions of the Civil Code and the act on road traffic.
5. In case of any discrepancies between the Polish and foreign language version of the Terms of Service, the Polish version of the document shall prevail.

Appendix no. 1 TABLE OF FEES AND CONTRACTUAL PENALTIES OF KOŁOMAREK

Initial fee		10 PLN
Payment for bike rental Payments for individual ride times sum up.	Duration of rental	
	From 1 to 20 minutes	0 PLN
	From 21 to 60 minutes	1 PLN
	Second hour	3 PLN
	Third hour	5 PLN
	Fourth and each subsequent hour	7 PLN
Letter notifications regarding breaching the Terms of Service		10 PLN
Return of bike at a place other than the designated User Zone		180 PLN
Return of bike at a place other than the dedicated station outside of the User Zone		500 PLN
Payment for exceeding the 12 hour limit of rental		200 PLN

Fees specified in the table are VAT tax inclusive

Penalties	
Theft, loss or damage of a Standard bike	2000 PLN
Theft, loss or damage of a Children bike	1900 PLN