

REGULATIONS FOR THE URBAN BIKE SYSTEM

ZIELONOGÓRSKI ROWER MIEJSKI

I. PRELIMINARY PROVISIONS

1. These Rules set out the terms and conditions for the use of the urban Bike system **Zielonogórski Rower Miejski** in **Zielona Góra** by customers, which operates in the area designated by the City of Zielona Góra - Zielona Góra City Hall, 22 Podgórna Street, 65-424 Zielona Góra, in accordance with Appendix No. 1 to the Rules.
2. These Terms and Conditions are available on the dedicated ROOVEE app and on the website <https://zielonogorskirowermiejski.pl>.
3. The operator of the **Zielona Góra Urban Bike** System is ROOVEE S.A, with its registered office in Warsaw, ul. Ryżowa 33a/7, 02-495 Warsaw (hereinafter: "**Operator**"). The Operator carries out services connected with the operation of the **Zielona Góra Urban Bike** System in the city of **Zielona Góra**. The Operator can be contacted through a dedicated customer service office available by phone at 22 300 51 19, by email at: bok@roovee.eu and in the mobile application.
4. By using the **Zielona Góra Urban Bike** System the Customer confirms that he/she is familiar with the content of the Regulations and accepts its provisions and undertakes to comply with them.

II. DEFINITIONS

1. **The Zielona Góra Urban Bike System** - a self-service Bike rental system consisting of: Bikes, software, **Zielona Góra Urban Bike** station areas, 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 and iOS mobile devices allowing, among others, to rent and return the Bike and to make the payment for the rental/trip according to the Table of Fees and Penalties, which constitutes Appendix No. 2 to the Rules.
3. **electronic address (e-mail address)** - a designation of an ICT system enabling communication by electronic means, in particular e-mail.
4. **update** - means an update of a digital service or digital content.
5. **Customer Service Office** or **BOK** - a service for accepting requests concerning the **Zielona Góra Bike** System, by telephone at 22 300 51 19, 7 days a week 24 hours a day (during the period of operation of the **Zielona Góra Bike System**), and by e-mail at: bok@roovee.eu or via the mobile application.
6. **Bonus** - an amount determined according to the Table of Fees and Penalties, which is charged automatically after the completed ride in the application in the case of renting a bike which is not in the return zone and dropping it off at the return station (completion of the ride). The bonus can only be used for rides on the bikes of the **Zielona Góra Urban Bike**, no other equivalent (including cash) is entitled for it.
7. **Riding/rental time** - time counted from the moment of rental to the moment of return of the **Zielona Góra Urban Bike**.
8. **Working days** - days from Monday to Friday excluding public holidays.
9. **Protective measures** - all actions which are taken against the Customer in the event of a breach of the Terms and Conditions of the **Zielona Góra Bike System**. Such measures may include, in particular, suspension of the Customer's account, contact with the Customer, request for payment of the amount due when the funds on the Customer's Account do not allow for covering the costs arising from the Customer's use of the System. If the Customer does not voluntarily settle the amount due, it will also be enforced. All cases of theft and damage to the property of the **Zielona Góra Urban Bike System** will also be reported to the relevant authorities.

10. **Customer ID** - a personal set of characters in numerical form, which is also the telephone number given during registration. The identifier is necessary when authorising the rental and return of the Bike and when contacting the Customer Service.
11. **Consumer** - means a natural person making a legal transaction with the Operator which is not directly related to his/her economic or professional activity
12. **Customer** - a natural person with limited or full legal capacity who intends to or has entered into an agreement for the provision of electronic services or an agreement for the use of the **Zielona Góra Bike System**.
13. **Highway Code** - means the **Road Traffic Act** of 20 June 1997 (Journal of Laws 1997 No. 98 item 602).
14. **Materials** - Digital Content and Digital Services to the extent of the description provided in the Mobile Application. The Digital Services will also constitute electronic services within the meaning of the e.m.d.e.
15. **Initial deposit** - a one-time deposit allowing the use of the **Zielona Góra Urban Bike System**. The minimum balance of funds on the account is specified in the Table of fees and penalties. The initial deposit minus used funds can be withdrawn to your account at any time during the use of the service.
16. **Operator** - ROOVEE S.A, with its registered office in Warsaw, 33a/7 Ryżowa St., 02-495 Warsaw
17. **Area of operation of the Zielona Góra Urban Cycling System** - the administratively designated area of the city of Zielona Góra where the Zielona Góra **Urban Cycling System** operates.
18. **Zielona Góra Urban Bike station area** - a designated and marked area where the user can rent or return a rented Bike. Information on Bike stations can be found in Appendix 1, the ROOVEE Mobile Application and on the website <https://zielonogorskirowermiejski.pl>.
19. **Fee paid** - the fee which has been charged for the rental of the Bike in accordance with the Table of Fees and Penalties and collected from the customer's account.
20. **Handling fee** - a fee, which is charged at the time of incurring additional costs related to the incorrect return of the Bike by the customer, which is calculated according to the Table of charges and penalties, from which the customer is entitled to submit a complaint.
21. **Additional Charge** - a charge levied at the moment of ascertaining the occurrence of actions which do not comply with the Rules and Regulations of the **Zielona Góra Urban Cycling System** or the ROOVEE Regulations (which can be found at <https://roovee.eu>) according to the Table of Charges and Penalties, including leaving the Bike in an unauthorised place, destruction or theft of the Bike or any part of the infrastructure belonging to the Contractor or the Customer. The Customer is entitled to lodge a complaint against the charging of the Additional Charge.
22. **Autopay Online Payments** - Autopay payment system, by means of which the Customer may make payments in the **Zielona Góra Bike System**. The operator of the Autopay system is Autopay S.A. with its registered office in Sopot, 81-717 Sopot, ul. Powstańców Warszawy 6, registered in the Register of Entrepreneurs kept by the District Court Gdańsk-Północ in Gdańsk, 8th Commercial Division of the National Court Register under KRS no. 0000320590, NIP no.: 585-13-51-185, REGON no.: 191781561.
23. **Stop/pause** - stopping the ride in the Mobile Application by the user of the **Zielona Góra Bike** and by manually closing the ROOVEE LOCK CONTROL.
24. **Customer's account** - an individual account of the Customer in the **Zielona Góra Bike System**, on which credit operations and debits for the use of the system are carried out in accordance with the Table of Fees and Charges.
25. **Terms and Conditions** - these Rules and **Regulations**, which define the types, scope, terms and conditions of use of the Zielona Góra **Urban Bike** in Zielona **Góra**, as well as the scope of rights, obligations and possible liability of the Operator and the Customer. Acceptance of these Terms and Conditions and fulfilment of all conditions is a condition for using the Zielona Góra **Urban Bike System** in Zielona **Góra** (including hire of the Zielona Góra **Urban Bike**) and is also a necessary condition in the process of registration in the Zielona Góra **Urban Bike System**. The Customer enters into a contract with the Operator at the moment of accepting the Rules and Regulations and fulfilling the additional conditions specified in the Rules.
26. **Reservation** - reservation of a selected **Zielona Góra Urban Bike** available in the Mobile Application by the Customer on terms and conditions specified in the Regulations.

27. **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,
28. **ROOVEE LOCK CONTROL** - Bike security device (equipped with ROOVEE electronic module) implementing the process of: renting and returning the Bike, controlling the lighting on the Bike, and monitoring the position of the Bike (GPS, accelerometer).
29. **PNPK** - means a natural person, running a sole proprietorship, concluding a direct contract with the **Operator**, when its content shows that it does not have a professional character for him/her, resulting in particular from the subject of the performed business activity made available on the basis of the provisions on the Central Register and Information on Business Activity;
30. **Bike return area** - the preferred location for the return of Bikes designated by the **Contracting Authority**.
31. **Stand** - an element of the station of the **Zielona Góra Urban Bike**, used for depositing Bikes of the **Zielona Góra Urban Bike**.
32. **Means of electronic communication** - technical solutions, including ICT devices and cooperating software tools enabling individual communication at a distance using data transmission between ICT systems, in particular electronic mail.
33. **ICT systems** - means a set of cooperating IT devices and software, ensuring the processing and storage, as well as sending and receiving data via telecommunication networks by means of a telecommunication terminal device appropriate for a given type of network, within the meaning of the Act of 16 July 2004, - Telecommunications Law;
34. **Table of charges and penalties** - the price list of services, charges and penalties of the **Zielona Góra Urban Cycling System** applicable to the Customer, which constitutes Appendix No. 2 to the Regulations and is available on the website <https://zielonogorskirowermiejski.pl>.
35. **Telecode** - a four-digit number that allows you to rent a bike without using the Mobile Application.
36. **Information totem** - an element of the **Zielona Góra Urban Bike** station.
37. **Digital Content** or **Digital Content** - data produced and delivered in digital form.
38. **Agreement** - agreement concluded between the Customer and the Operator of the **Zielona Góra Urban Bike System** establishing mutual rights and obligations defined in the Regulations. The Agreement with the content encompassing the provisions of the Regulations is automatically concluded at the moment of the Customer's registration in the **Zielona Góra Urban Bike system and** on condition of the Customer's declaration of acceptance of the Regulations and payment of the initial deposit.
39. **Electronic Services Agreement** - an agreement pursuant to which the Operator provides Electronic Services to the Customer.
40. **Digital Service** or **Digital Services** - a service that allows the customer to produce, store or access digital data and otherwise interact using digital data
41. **u.p.k.** - means the Consumer Rights Act of 30 May 2014,
42. **Electronic Services** - means the free electronic services provided by the Operator to the Customer, in particular:
 - a) account service in the Mobile Application;
 - b) services ensuring the operation of **Zielona Góra Urban Bike**
43. **u.u.d.e.** - means the e-services act of 18 July 2002,
44. **Bike rental** - an operation carried out via the Mobile Application available for download at <https://zielonogorskirowermiejski.pl> using the QR code, located on the Bike, by means of a Telecode, or by SMS carried out against payment according to the Table of charges and penalties.
45. **Termination of the rental** - operation consisting of manually closing ROOVEE LOCK CONTROL and terminating the ride in the app or, in the case of a rental made by Telecode or SMS, contacting the BOK to confirm the correct termination. Rental must be completed in a public place that is accessible to the public, excluding underground car parks, garages, cellars, tunnels, buildings, forests, parks, other areas that are closed and private properties, within the operation area of the **Zielona Góra Bike**.
46. **Contracting authority** - the City of Zielona Góra - Zielona Góra City Hall, ul. Podgórna 22, 65-424 Zielona Góra.

47. **Return of the Bike outside the station area** - return of the Bike outside the designated areas of the **Zielona Góra Urban Bike** stations, in a public place, accessible to all, with the exclusion of underground car parks, garages, cellars, tunnels, buildings, forests, parks, other areas which are closed and not accessible to the public and private properties, within the area of operation of the **Zielona Góra Urban Bike**.
48. **Return of a Bike at a station** - return of a Bike in one of the designated areas, i.e.: station area or in the return area of the **Zielona Góra Bike in** accordance with the requirements Ending a rental in a public place, excluding 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 the **Zielona Góra Urban Bike**.

III. GENERAL CONDITIONS OF USING THE ZIELONOGÓRSKI ROWER MIEJSKI SYSTEM

1. **The Operator** enables the Customer to use the Materials via the Mobile Application.
2. Before concluding the Agreement and the Electronic Services Agreement, the Customer is obliged to read the Terms and Conditions.
3. The Operator has made the Terms and Conditions available to Customers free of charge in the Mobile Application and on <https://zielonogorskirowermiejski.pl> in a manner that enables the content of the Terms and Conditions to be obtained, reproduced and recorded by means of the ICT system used by the Customer.
4. In accordance with art. 6 pt. 1 of the a.m.d.e., the Operator informs that the use of services provided electronically may involve particular risks related to the possibility of loss of availability, confidentiality or integrity of data. In order to minimise the aforementioned risk, the Operator recommends that the Customers use organisational and technical measures that are adequate to the identified risks, in particular anti-virus software or software protecting identification on the Internet.
5. In order to conclude the Contract, the Customer is obliged to provide true and complete personal data.

IV. TECHNICAL CONDITIONS

1. Registration of an account in the ROOVEE system is possible via the Mobile Application, by telephone contact with the Customer Service Office or at VISIT Zielona Góra - tourist information based in Zielona Góra, ul. Stary Rynek 1.
2. In order to use **Zielonogórski Rower Miejski via the** Mobile Application, the Customer should fulfil the following technical conditions together:
 - a) having a phone with permanent access to the Internet; equipped with the Android or iOS operating system in the version specified in the shop appropriate for the operating system;
 - b) installation, on the device referred to in point a), of the Mobile Application
 - c) to have an active electronic address (email address) during the period of conclusion and performance of the Agreement or the Agreement for the Provision of Electronic Services to be able to receive and send messages by means of electronic communication in the form of email;
 - d) having an active mobile telephone number during the period of conclusion and performance of the Agreement or the Electronic Services Agreement;
3. The operator provides the latest version of the Mobile Application on the Android and iOS operating systems, in order for the application to work correctly you must always install the latest available version.
4. When registering and using the **Zielona Góra Urban 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 CONTRACT

1. The conclusion of the Agreement requires that the following requirements are met by the Customer:

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

VI. CONCLUSION OF THE E-SERVICE CONTRACT

1. In order to conclude an Electronic Services Agreement, it is necessary for the Buyer to fulfil the following conditions together:
 - a) acceptance of the ROOVEE Terms and Conditions;
 - b) acceptance of the Rules of the Zielona Góra Urban Cycle;
2. The conclusion of the Agreement for the provision of Electronic Services shall take place upon the creation of an account.
3. The Agreement for the Provision of Electronic Services shall expire:
 - a) in relation to the Electronic Services provided in order to ensure the functioning of the Mobile Application as soon as the use of the Electronic Services is discontinued, e.g. by uninstalling the Mobile Application;
 - b) in relation to an Electronic Account Service, upon deletion of the account (where possible).

VII. ELECTRONIC SERVICES

1. The Operator provides the Electronic Service "accounts" to the Customer.
2. The Customer can independently create an account in the Mobile Application during registration. The Customer will receive a first password from the Operator at the email address provided, which must be changed immediately upon receipt.
3. The Operator undertakes actions aimed at ensuring proper operation of the **Zielona Góra Bike System** and the Mobile Application, the Customer shall immediately inform the Operator about any malfunctions of the **Zielona Góra Bike System** and the Mobile Application.
4. The Operator may carry out technical, maintenance and development work on the Website, in particular by adding, changing or deleting functionalities of the **Zielona Góra Urban Cycle** and the Mobile Application,

VIII. GENERAL CONDITIONS OF RENTING BIKES ZIELONOGÓRSKI ROWER MIEJSKI

1. The customer rents the Bike from the **OPERATOR** on the terms and conditions specified in the Rules. The customer undertakes to abide by the terms and conditions of the Regulations, in particular to pay the fees in accordance with the Table of Fees and Penalties, to use the Bike in accordance with these Regulations and to report defects via the application or by e-mail at bok@roovee.eu.
2. In order to use the **Zielona Góra Urban Bike**, **the** customer should have cycling skills and be familiar with the provisions of the Road Code as far as cycling is concerned and should be in a state of health which allows safe cycling.

3. From the time of hire of the Bike until the end of the rental, the customer is solely responsible for the Bike.
4. In the case of a theft of the Bike during the rental, the customer is obliged to immediately notify the Customer Service at 22 300 51 19 and to immediately report this fact to the nearest police or municipal police unit.
5. In the event of inadequate security of the rented Bike, the customer shall be financially liable for its theft, in particular if the customer fails to lock the ROOVEE LOCK CONTROL manually or leaves the Bike in underground car parks, garages, cellars, tunnels, buildings, forests, parks, other areas which are locked and inaccessible to the public and private properties, within the area of operation of the **Zielona Góra Urban Bike**.
6. The customer can lend a maximum of **5** Bikes. If the Bikes are rented by the customer, the customer shall be fully responsible for all the Bikes rented by him.
7. **The OPERATOR** allows the customer to mount his own Bike seat to the **Zielona Góra Urban Bike**. The customer bears the sole responsibility for the assembly and any possible damage resulting from the assembly and use of the bike seat. Before mounting the bike the customer should carefully check the technical condition of the bike, in particular the **PLACE ON WHICH THE SEAT IS MOUNTED**.
6. Minors, i.e. persons who are at least 13 years of age and under 18 years of age or other persons who have limited legal capacity to perform acts in law, must provide **the Operator with** a written consent of a parent (legal guardian) or statutory representative to conclude the Agreement, together with a relevant declaration constituting Appendix No. 3 to the Rules on assuming liability for any damage, in particular in connection with non-performance or improper performance of the Agreement. Both the consent and the statements must contain the handwritten signature of the person making the relevant statements and contact details of the parent/legal guardian, including a telephone number. The Operator reserves the right to verify the statements, including contacting the persons signing the document. The declaration must be delivered in electronic form (scan) to the following address: bok@roovee.eu. Upon positive verification, the Agreement is deemed to have been concluded and from that time the minor has access to the Mobile Application and may use its functionalities.
7. The Operator shall not be liable for the provision of false data by persons of limited legal capacity.
8. The customer may use the rented Bike in the area of the City of **Zielona Góra within a** defined area, which is specified in Appendix No. 1 to these Regulations. Z area can also be read on the website <https://zielonogorskirowermiejski.pl> and in the mobile application.
9. The stop/pause is included in the rental time and is added to the final charge according to the Table of Fees and Penalties.
10. Reservation of the Bike is voluntarily and allows for the reservation of the Bike by the customer. Reservation lasts 10 minutes and not is not in the lending Bike. If the Bike is not rented within 10 minutes of the booking, the booking is released automatically. The reservation is free of charge. The system operator may limit the number of reservations made in a row and also introduce a time after the end of the reservation, during which it will not be possible to start a new reservation.
11. If it is found that the Customer uses the infrastructure of **Zielona Góra Urban Bike** in a manner inconsistent with the Regulations, the Operator may block his/her account. In such a situation, re-registration can only be made after the **Operator's** prior consent.
12. **The operator** reserves the right to contact the customer in order to implement the Agreement.

IX. CUSTOMER LIABILITY AND PROHIBITED CONDUCT

1. The customer is responsible for using the Bike in accordance with the Terms and Conditions, the purpose of the Bike and the Highway Code.
2. The customer is obliged to use the Bikes and the application in a manner consistent with their intended use, without interfering with its operation, respecting the personal rights of third parties, and to use any services made available via the Mobile Application only within the scope of permitted use.

3. From the moment the Bike is rented until the Bike is properly terminated, the customer is responsible for the Bike and is obliged to take all reasonable measures to prevent any damage, total destruction and theft of the Bike.
4. After renting the Bike, the customer is obliged to verify the technical condition of the Bike, in case of finding any damage on the Bike he/she should immediately report the damage by using the option **Report bike damage on the** mobile application and withdraw from the ride and the rental with the damaged Bike. In the case of the Customer's failure to verify the technical condition of the rented Bike, the **Operator** is released from any liability for damages incurred by the Customer to the fullest extent permissible within the limits of the applicable law.
5. In the case of a malfunction when using the bike, the customer is obliged to report this fact to the Customer Service as soon as possible and return the bike in the **Zielona Góra Bike** Station Area, and in case of an impossibility to continue the ride, to stop further use of the bike and return it at the nearest available place according to the rules of Termination of the rental and Return of the Bike outside the Area.
6. It is forbidden to use Bikes in a manner incompatible with their intended use, in particular:
 - a) exceeding the load capacity of the boot
 - b) use of the Bike for more than the allowed number of persons, the value of which has been indicated for the respective type of Bike
 - c) driving a speeding Bike up high kerbs,
 - d) use of Bikes outside places of Bike traffic, including skateparks,
 - e) competitive riding, performing Bike stunts,
 - f) use of the Bike at the risk of damaging it,
 - g) changing derailleur gears on a Bike when standing and in motion with the chain tensioned,
 - h) exceed the load capacity of the luggage carrier of all types of Bikes and the cargo and electric cargo bike boxes indicated in the Terms of Use;

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

7. It is forbidden to use the bikes of the **Zielona Góra Urban Cycling** System by persons under the influence of alcohol, intoxicants, any psychoactive substances or substitutes within the meaning of the regulations on counteracting drug addiction, medicines the intake of which constitutes a contraindication to drive.
8. The customer may only use the Bikes for private use.
9. The customer is not allowed to transport Bikes in cars or other means of transport, whether public or privately owned.
10. During the rental, the customer shall be held fully responsible for the Bikes lent or made available to third parties, in particular for any damage or theft, until the rental has been duly terminated.
11. It is forbidden for the Customer to use private security devices (e.g. rope, chain, U-lock, combination locks) which are not part of the **Zielona Góra Bike** System. The Operator reserves the right to remove private security devices used by the Customer, in which case an additional fee may be charged in accordance with the Table of Fees and Penalties constituting Attachment No. 2 to the Regulations.
12. The customer is obliged to return the rented Bike in a condition not deteriorated from the condition in which he/she decided to rent the Bike.
13. In the event of any problems returning the Bike, the customer must contact Customer Service immediately.
14. In the event of an incorrect return, in particular by not locking the ROOVEE LOCK CONTROL or by returning the Bike in an unauthorised place, the customer will be charged for any further rental and will be held fully responsible for the theft or damage to the Bike.
15. The Customer shall be liable for any potential damage resulting from the non-performance or improper performance of the Contract up to the full amount.
16. The customer is obliged to cover all fines, penalties and fees imposed on him/her in connection with the use of the Bike contrary to the applicable legislation and the Rules.

17. In the event of damage to or destruction of **the** infrastructure of the **Zielona Góra Bike** System (Bikes, stands, information boards), the Customer will be obliged to cover all repair costs. The Customer will be issued with a bill or VAT invoice for carrying out the relevant repair in accordance with the Table of charges and penalties. The Customer agrees to charge money to cover the damage from his/her available funds in the Mobile Application.
18. In the event of intentional destruction or damage to the infrastructure of the **Zielona Góra Urban Cycling** System, a report will be filed with the law enforcement authorities, and the person who caused the damage will be required to pay all costs for the damage or destruction.
19. In the event of non-payment of the amount due, **the Operator** reserves the right to take appropriate legal action against the Customer to obtain payment for the Agreement performed, resulting in the blocking of the Account until the amount due is paid. The Operator has the right to charge statutory interest for late payment on overdue amounts from the due date until the date of actual payment in full.

X. METHODS OF PAYMENT

1. The fees to be paid by the Customer **to the Operator** for the performance of the Agreement are set out in the Table of Fees and Penalties.
2. Payments for the use of the **Zielona Góra Urban Bike** System are made using Autopay Online Payments.
3. The client pays the initial deposit and any fees under the Table of Fees and Penalties via the wallet module in the app.
4. When making a payment, the Customer should read and accept the terms and conditions relating to the Autopay Online Payment function.
5. Any claims and complaints of the Customers related to the provision of payment services or the operation of the System will be addressed to the service provider of the System - AUTOPAY S.A. with its registered office in Sopot, 81-717 Sopot, ul. Powstańców Warszawy 6, registered in the Register of Entrepreneurs kept by the District Court Gdańsk-Północ in Gdańsk, VIII Commercial Department 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 the e-mail address bok@roovee.eu.

XI. RENTAL AND RETURN OF THE Bike

1. Bike rental is possible if the customer has an active account and has paid the initial deposit.
2. The rental time including Standstill/Pause is charged according to the Table of Charges and Penalties until the rental is correctly terminated. In case of insufficient funds in the account, the Client does not have to terminate the rental, however, the difference (underpayment) must be paid within 7 days. If the payment is not made within the specified period, a procedure will be initiated to obtain the amount due from the Operator.
3. The rental is made by activating the application on the mobile device and scanning the QR code, which is located on the handlebars and the ROOVEE LOCK CONTROL device, or by contacting the Customer Service and providing the telephone number, Telecode and the number of the Bike to be rented. It is also possible to rent a Bike via SMS by sending a message with the text "start Bike number", e.g. "start 1627629", to the telephone number +48 500 70 70 70. Once the QR code has been scanned correctly using the application or by providing the correct details to the Customer Service consultant or by using the rental option via SMS, ROOVEE LOCK CONTROL is unlocked.
4. From the moment ROOVEE LOCK CONTROL is unlocked, time is charged for the rental of the Bike in accordance with the Table of Fees and Penalties.
5. In accordance with the provisions of Chapter IX, point 4, the customer is obliged to verify the technical condition of the Bike before the ride. In the case of finding a defect on the bike, the customer should immediately report the defect via the Mobile Application, using the option **Report a bike defect** or by contacting the BOK and abandon the use (ride) and thus the Bike rental. The customer shall be responsible for any possible damage resulting from riding a defective Bike.

6. It is not recommended to use the Stop/Pause option outside the operating area of the system. This may result in difficulty in renting the bike again.
7. The basket, which is mounted on the front of the bike, is designed and suitable for carrying lightweight items. The maximum load of the basket is 10kg. The customer is responsible for any damage resulting from improper use of the basket, as well as for damage to and leaving behind items carried in the basket.
8. The maximum load on the bike is 120 kg.
9. The customer should choose the Bike for rental taking into account his/her height and ability to move freely.
10. The Bikes are intended for use by 1 person.
11. In the event of any problems with the rental or return of the Bike, the User should contact the Customer Service immediately.
12. For the return of the Bike in the area of the station of the **Zielona Góra Urban Bike**, the customer will not be charged an additional fee.
13. In the case of return of the Bike outside the return zone of the **Zielona Góra Urban Bike**, the customer will be charged an additional fee of PLN 10.00.
14. In case of leaving the Bike outside the operation zone of the **Zielona Góra Urban Bike**, the customer will be charged with a fine in an amount according to the table of cards and charges constituting Appendix No. 2 to the Regulations. In case of leaving the Bike outside the operation area of the **Zielona Góra Urban Bike**, the customer is responsible for any damage, damage or theft of the Bike to the full amount.
15. The maximum rental time is 12 hours. A fine of PLN 300 will be charged to the customer for exceeding 12 hours of rental.
16. The return of the Bike should be understood as the return of the Bike in one of the designated areas, i.e.: station area or in the return zone of the **Zielona Góra Urban Bike** with the observance of the requirements to end the rental 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, within the area of operation of the **Zielona Góra Urban Bike**. The Bike must be supported by a leg/foot. It is not permissible to leave the Bike in a lying position. The Bike must also not be leaning against a pole, tree or building.
17. Customers renting a Bike via the Mobile Application are required to take a photo of the Bike after each ride by using the function in the application "Take a photo".
18. The photograph taken of the Bike referred to in para. 23 above must be legible and include the entire rented Bike. The photo, apart from the indicated Bike, should not include any other object with characteristic features and should not immortalise any persons, including in particular the image features of those persons.
19. The customer is obliged to check after each trip that the trip has been completed correctly in the application. If it is not possible to complete the ride in the application, the customer must contact Customer Service immediately. If no contact is made, all costs associated with the ongoing rental will be borne by the customer. The fee will be charged in accordance with the Table of Charges and Penalties.
20. If the ROOVEE LOCK CONTROL cannot be locked, the Customer is obliged to contact the Customer Service immediately. If no contact is made, the Customer shall be responsible for any possible damage, injury or theft of the Bike up to the full amount of the loss incurred by the Operator.
21. In the case of erroneous return of the Bike, in particular failure to lock the ROOVEE LOCK CONTROL device or leaving the Bike 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 Bike until the ROOVEE LOCK CONTROL device is correctly locked or the Bike is left in an authorised place within the operation area of the **Zielona Góra Urban Bike**.
22. In the event of an accident or collision while using the rented Bike, the customer is obliged to write down an appropriate statement or call the police to the place of the incident. In the event of such an occurrence the customer is also obliged to inform the Customer Service.

XII. FAILURES AND REPAIRS

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

XIII. FEES

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

XIV. RIGHT OF WITHDRAWAL AND TERMINATION

1. The Consumer or PNPk has the right to withdraw from the Agreement within 14 calendar days of its conclusion without stating reasons and without incurring costs. In order to withdraw from the Agreement, it is necessary for the Consumer or the PNPk to make an unequivocal statement, e.g. by post or by e-mail to bok@roovee.eu. In order to meet the deadline referred to in the first sentence, it is sufficient to send the information on withdrawal from the Agreement before the expiry of the deadline referred to in the first sentence. A model declaration of withdrawal is attached as Annex 6 to the Terms and Conditions. The consumer or PNPk may use it, but is not obliged to do so.
2. **The Operator shall**, within 14 days from the date of the withdrawal statement, refund to the Consumer or PNPk the amount that it has credited to its account. **The Operator** shall refund the Consumer or PNPk using the same method of payment used by the Consumer or PNPk, unless the Consumer or PNPk has agreed to make the refund by another method that does not incur any costs for the Consumer or PNPk.
3. If the Consumer or the PSC exercises the right of withdrawal after having made a request in accordance with Articles 15(3) and 21(2), u.p.k. shall be obliged to pay for the services performed up to the time of withdrawal.
4. After the expiry of the period referred to in paragraph 1 above, the Customer has the right to terminate the Agreement at any time during its duration. The notice of termination must be sent to bok@roovee.eu. The Agreement shall be terminated immediately, however no later than 5 days after receiving the termination notice, unless the Customer, according to his/her billing account, **has** unpaid receivables to the Operator, **in which case the Agreement shall be terminated after the** balance on the billing account has **been settled to** PLN 0 by the Customer.
5. If the funds exceed PLN 0 on the date of termination of the Agreement, they will be returned to the bank account number provided by the Customer. The funds will be returned within 21 days from the date of termination of the Agreement.

XV. COMPLAINTS

1. The customer is entitled to file a complaint, which should be submitted by e-mail or in writing to the operator's address.
2. It is recommended that the Customer indicates the following information in the complaint:
 - a) name;
 - b) contact details;

- c) brief description of the situation
 - d) information (evidence) supporting the situation described
3. Complaints will be dealt with immediately, but within a maximum of 14 days of receipt or supplementation. If the complaint needs to be supplemented, the time limit shall run from the date of delivery of all documents, explanations and similar supplementary documents. If it is necessary to supplement the documents, the **Operator** will indicate the scope of the documentation to be supplemented.
 4. The customer will be informed accordingly by e-mail, either to the e-mail address provided during registration or to the e-mail address provided during the complaint.
 5. The lodging of a complaint does not release the Customer from fulfilling the timely obligations owed to the Operator.
 6. The handling of the complaint consists in particular of the identification of the problem, a thorough assessment of the validity and the resolution of the complaint.
 7. The Customer has the right to appeal once against a 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. Ryżowa 33a/7, 02-495 Warszawa. The appeal will be considered within 14 days of its receipt. The Customer also has the right to apply for reconsideration of the case which is the subject of the decision, which was issued as a result of the complaint, or may file an appeal to the **City of Zielona Góra, 22 Podgórna Street, 65-424 Zielona Góra**.
 9. The Customer shall be entitled to claim compensation for failure to provide or improper provision of the Service in court proceedings once the complaint procedure has been exhausted.
 10. The operator's liability in respect of non-performance or incorrect performance of the service shall be limited to the actual damage and shall not include lost profits.
 11. In the event of a complaint regarding fees, penalties charged, etc., and it is successful, the funds will be refunded to the Customer's account in the Roovee system, within 14 days of the Customer being informed of the positive outcome of the complaint

XVI. ACCOUNT BLOCKING

1. In the event of non-compliance with the terms and conditions of use of ROOVEE Bikes contained in these Terms and Conditions, the Operator reserves the right to temporarily or permanently block the Customer's Account with the **Zielona Góra Bike** System.
2. The account may be blocked in particular if the Customer:
 - a) uses the Bike 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 Bike unsecured ROOVEE LOCK CONTROL
 - d) damaged a Bike or other property belonging to the Operator
 - e) hired a Bike, which then went missing
 - f) created more than one account with the same e-mail address
 - g) the ROOVEE account balance is negative
 - h) taking a photograph showing something other than the vehicle in which the journey was made

XVII. PROTECTION OF PERSONAL DATA

1. The Administrator of Data processed through the ROOVEE System is ROOVEE S.A., Ryżowa 33A/7, 02-495 Warsaw. The Data Administrator has appointed a Personal Data Inspector whom you can contact via e-mail: iod@roovee.eu
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 your device in order to be able to show you information about Bike stations and to perform a service of showing you the route to the nearest Bike on the basis of your consent (pursuant to Article 6(1)(a) of the RODO)
 - d) to establish or possibly assert/defend claims (pursuant to Article 6(f) of the RODO).
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 Controller, and thereafter for the purposes and to the extent required by law or for the safeguarding of possible claims.
 4. The Data Controller informs you that data processed on the basis of consent will be processed until the consent is withdrawn or until it ceases to be useful, whichever event occurs first. The withdrawal of consent does not affect the lawfulness of previous processing.
 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 processing of your personal data, object to 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, but is a condition for the conclusion and performance of the contract. Failure to provide personal data will result in the impossibility to conclude and perform the contract.
 10. We would like to inform you that the recipients of your 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@roovee.eu.

XVIII. OUT-OF-COURT DISPUTE RESOLUTION

1. **The Operator** informs that the Consumer or the PNPk has the right to an out-of-court complaint procedure as well as a claim.
2. The out-of-court handling of complaints as well as the assertion of claims by the Consumer or PNPk is possible in particular:
 - a) before permanent amicable consumer courts operating at Voivodship Inspectorates of Trade Inspection. Detailed information on how to access this procedure and the applicable procedures can be found on the website of the Office of Competition and Consumer Protection at: https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php;
 - b) through mediation conducted by voivodeship inspectorates of the Trade Inspection and their branch offices. The role of the mediator in the dispute is then performed by an employee of the inspectorate, while observing the principles of impartiality and fairness. Detailed information on how to access this procedure and the procedures applied is available in the offices and on the websites of the individual Voivodeship Inspectorates of Trade Inspection.
3. The consumer or PNPk can also make use of the district consumer ombudsman. The district consumer ombudsmen are available at the district or town hall (in towns with district rights). Detailed information is available at: <https://uokik.gov.pl/rzecznicy.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 Operator** is entitled to amend the Terms and Conditions for important reasons, in particular:

- a) the need to adapt the Rules of Procedure to changes in legislation, recommendations, interpretations or guidelines from competent courts or authorities;
 - b) a decision of a competent common court or a decision of a competent authority which may affect the rights or obligations of the **Operator** or the Buyer.
2. The amended Terms and Conditions will be published on the ROOVEE Application and on the website at <https://zielonogorskirowermiejski.pl>. Each version of the Terms and Conditions will state when it is effective.
3. **The Operator** will notify the Buyer of any planned change to the Terms and Conditions.
4. The amended Terms and Conditions shall become effective within 14 (in words: fourteen) calendar days of the date of notification to the Customer in accordance with subsection 3, unless a shorter period is necessary due to mandatory regulations or obligations incumbent on the **Operator on the** basis of a decision of a general court or authority.
5. If the Consumer or PNPk does not accept the change to the Terms and Conditions, the Consumer or PNPk shall inform the **Operator of** its decision in a manner of its choice.

XX. FINAL PROVISION

1. The Terms and Conditions are governed by 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 **Operator** and a Customer who is not a Consumer or a PNPk shall be dealt with by the common court with jurisdiction over the **Operator's** registered office. In the case of disputes with a Consumer or PNPk, the jurisdiction of the court will be determined according to the general rules.
4. The regulations are effective as of 29.05.2024.

Annexes to the Regulations:

Annex 1 Area and rental/return zones of the Zielona Góra Urban Bike System.

Annex 2 Table of fees and penalties.

Annex 3 Declaration by parent/legal guardian.

Annex 4 Complaint form.

Annex 5 Return of Funds Form.

Annex 6 Model declaration of withdrawal.

Annex 1

Area and rental/return zones of the Zielona Góra Urban Bike System.

I. Lending/return zones

	lokalizacja	szerokość geogr.	długość geogr.
1	1 Maja (Zielona Strzała)	51.933249	15.498337
2	Agrestowa	51.944455	15.470365
3	Batorego/Obywatelska	51.953189	15.498984
4	Batorego/Zamoyskiego	51.958425	15.496729
5	Botaniczna (Ogród botaniczny - Mini ZOO)	51.920544	15.5002
6	Cisowa	51.945975	15.454651
7	Dworcowa (dworzec PKP)	51.947139	15.510964
8	Dworcowa (dworzec PKS)	51.946735	15.510964
9	Francuska/Dunikowskiego	51.933368	15.47696
10	Konstytucji 3 Maja (Wenus)	51.935897	15.506481
11	Kraljevska	51.937964	15.47705
12	Krępowka (Chynów)	51.969101807604034	15.53444802761078
13	Krośnieńska (Zielona Strzała)	51.93766	15.488124
14	Kupiecka (Bachus)	51.9403031864016	15.506536960601807
15	Kupiecka/Wojska Polskiego	51.940938	15.504489
16	Morelowa	51.931691	15.516136
17	Nowa/Browarna	51.925131	15.514117
18	Nowojędrzychowska / Makowa	51.905833	15.507264
19	Odrzańska (Czarkowo)	51.978576	15.486797
20	Osiedle Pomorskie	51.937489	15.559479
21	Osiedle Śląskie	51.933619	15.555892
22	Plac Bohaterów	51.943366	15.509078
23	Plac Słowiański	51.936806	15.503058
24	Podgórna (UZ)	51.93941	15.528694
25	Podgórnarna/Waryńskiego	51.939487	15.524012
26	Rondo 11 Listopada	51.940114	15.513041
27	Stary Rynek/Jana Sobieskiego	51.937946	15.504805
28	Sulechowska (CRS)	51.956863	15.523532
29	Szafrana (UZ)	51.942213	15.528763
30	Wojska Polskiego (UZ)	51.939154	15.474271
31	Wojska Polskiego/Reja	51.939505	15.502008
32	Wojska Polskiego/Wyszyńskiego	51.939282	15.4823
33	Wyspiańskiego (pływalnia)	51.945175	15.52091
34	Wyszyńskiego/Monte Cassino	51.931494	15.485354
35	Wyszyńskiego/Słowacka	51.935456	15.481439
36	Wyszyńskiego/Wiśniowa	51.929966	15.492318
37	Zacisze/Prosta	51.943944	15.477801
38	Zawadzkiego/Cyryla i Metodego	51.928661	15.487514
39	Zdrojowa	51.955939	15.514996
40	Zjednoczenia/Dekoracyjna	51.952502	15.48514

II. Area of operation



Annex 2

Table of fees and penalties.

1.	Initial deposit (to be used for journeys with refundable)	PLN 10.00
2.	Minimum balance to trigger crossing	PLN 10.00
3.	Bicycle rental of up to 20 minutes	PLN 0.00
4.	Bicycle rental between 20 and 60 minutes	PLN 2.00
5.	Second and each subsequent commenced hour of bicycle rental	PLN 4.00
6.	Additional charge for leaving the bicycle outside the return area	PLN 10.00
7.	Bonus for putting the bicycle, standing outside the return area, into the return area	PLN 2.00
8.	Penalty for leaving a bicycle outside the operating area system (up to 5 km)	PLN 100.00
9.	Penalty for leaving the bicycle outside the system area (more than 5 km)	PLN 200.00
10.	Penalty for misuse of the bicycle (e.g. competitive riding, going up high kerbs, etc.).	PLN 300.00
11.	Penalty for using a bicycle with more than 1 person	PLN 500.00
12.	Penalty for using bicycles in places not intended for this purpose (e.g. skateparks, etc.).	PLN 200.00
13.	Penalty for exceeding 12 hours of bicycle rental	PLN 300.00
14.	Penalty for theft or damage to bicycle	PLN 5,000.00
15.	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
16.	Penalty for damage to or theft from ROOVEE PARK area	PLN 5,000.00

	Fee for theft or damage to individual elements of the Green Mountain Urban Bicycle	
1.	Bicycle 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.	Handlebar support	PLN 200.00
25.	Repair work (one hour)	PLN 70.00

Annex 3

Statement by parent/legal guardian.

Declaration (by parent/guardian)

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

..... child's name

..... name of
mentor

.....
guardian's telephone number

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

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

I accept the Rules and Regulations and declare that I accept full responsibility for any damages, in particular arising from the minor's failure to comply with the Rules and Regulations, and that I will cover the ongoing liabilities 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)

Annex 4

Complaint form.

Complaint

Me,
.....

(Name)

(phone number)

I am making complaint regarding rental of Bike number,
.....

(name of zone, exact address)

I rented the bike using the mobile app at returned it at
hours, at zone outside zone, at
.....
.....

Total driving/rental/pause/stopping time was I disagree with the charge of
because

.....
.....
.....

(reason for complaint)

Annex 5

Refund form.

Return of funds

.....,,

(First and last name) (phone number) (email address).

I'd like to ask you to return to me for more information.....,

To account number

.....

(data, reader signature)

Annex 6

Declaration of withdrawal.

Zielona Góra Bike

(place and date)

CUSTOMER:

(name and surname)

(mailing address)

Declaration of withdrawal

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

(signature)