

## TERMS OF SERVICE

### of the system of Warszawski Rower Publiczny also called Veturilo

[ in pace from 01/09/2018]

#### I. General Provisions

1. The hereby Terms of Service shall specify the rules and conditions of the use of Warszawski Rower Publiczny system, also called Veturilo (further: Veturilo) launched for the city of Warsaw.
2. Terms of Service of Veturilo as well as the Privacy Policy are available free of charge on the internet website [www.veturilo.waw.pl](http://www.veturilo.waw.pl) in such a way so as to enable familiarising with the contents, obtaining, accessing and recording it. This document may be obtained at the headquarters of Nextbike Polska S.A. with its registered seat in Warsaw.
3. Contact:  
Nextbike Polska S.A.  
ul. Przasnyska 6b  
01-756 Warszawa  
e-mail: [ck@veturilo.waw.pl](mailto:ck@veturilo.waw.pl)  
Tel: 19 115 (call charges in accordance with Operators' tariffs).
4. Nextbike Systems are compatible, that is setting up an account in one of the systems enables the use of bike rental stations in other cities, unless the terms of service of a given system indicate otherwise. Current list of cities in which Nextbike systems are active may be found under the following link <https://nextbike.pl/o-nextbike/>

#### II. Definitions

##### Whenever the Terms of Service indicate:

1. **Mobile Application Veturilo**-it ought to be understood as mobile application enabling the use of Veturilo System, available on devices with IOS and Android systems.
2. **Veturilo Contact Centre (CK)**- it ought to be understood as service launched by the Operator, ensuring that the Clients have a 24/7 contact with the Operator by means of:
  - a. Hotline under the number 19 115,
  - b. electronic post under the address [ck@veturilo.waw.pl](mailto:ck@veturilo.waw.pl). Information regarding the functioning of CK is available on the internet website [www.veturilo.waw.pl](http://www.veturilo.waw.pl).
3. **Account blockade**-it ought to be understood as preventive measure consisting of preventing the use of Veturilo 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 Warsaw and the Operator.
4. **Gratification or 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 the mechanism which releases and blocks a bike in a given 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. Moreover, 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 Veturilo System who has accepted the Terms of Service and is registered within the Veturilo System. Personal data of Clients are processed and made available in accordance with the consents granted by Veturilo System.
8. **Client Account-** it ought to be understood as personal Client account created during registration for the purposes of using Veturilo 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 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 related to Veturilo, with its seat at ul. Przasnyska 6b, 01-756 Warsaw, entered into the register of entrepreneurs of the National Court Register maintained by the District Court for the city of Warsaw in Warsaw, XII Economic Department of the National Court Register under the KRS number 0000646950, REGON number 021336152, NIP number 8951981007,
12. **Initial fee-**it ought to be understood as an amount of initial fee within Veturilo System equating to 10PLN gross (in words: ten zloty) made by the Client upon registering in Veturilo System, the payment of which constitutes an initial top up towards the top-up amount.
13. **Former Veturilo System-**it ought to be understood as a system launched by the Operator of bike rental stations which covers in particular bikes, technical infrastructure, software and devices which enable bike rental that function within the area of the city of Warsaw in the years 2012-2016.
14. **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.
15. **Terms of Service-it ought to be understood as the hereby** Terms of Service defining principles and conditions of availing of Veturilo, and in particular, conditions, scope of rights and obligations and responsibility of persons who use the possibility of renting bikes in Veturilo system.
16. **Children bike-**it ought to be understood as bike with: wheel rims with dimensions of 18 inches, designated for the use by children above 4 years of age and height from 110 cm as well as wheel rims of dimensions of 20 inches designated for the use by children above 6 years of age and height above 120 cm. Children bike is designated for use by one persons with weight up to 60 kg.
17. **Electric bike-**it ought to be understood as bike with electric engine, made available by the Operator within the Veturilo System. 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 the bike is designated solely for the use by one person at a time. Electric bike ought to be rented and returned exclusively from and to the designated electric bike rental stations.
18. **Standard bike-**it ought to be understood as basic type of bike made available in the Veturilo 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.
19. **Tandem type of bike-**it ought to be understood as bike designated for use by two persons of combined weight up to 227 kg.
20. **Veturilo Service-** it ought to be understood as actions performed by the Operator in relation to the exploitation, repairs and maintenance of Veturilo.
21. **Veturilo Children station-** it ought to be understood as a set of bike stands with the devices for self-registration in the Veturilo system and for rental of children bikes through Veturilo Terminal. Veturilo List of Children Stations may be found on the website [www.veturilo.waw.pl](http://www.veturilo.waw.pl).

22. **Veturilo electric station**- it ought to be understood as a set of bike stands with the devices for self-registration in the Veturilo system and for rental of electric bikes through Veturilo Terminal. Veturilo List of Electric Stations may be found on the website [www.veturilo.waw.pl](http://www.veturilo.waw.pl).
23. **Veturilo standard station**- it ought to be understood as a set of bike stands with the devices for self-registration in the Veturilo system and for rental of bikes through Veturilo Terminal. Veturilo List of Stations may be found on the website [www.veturilo.waw.pl](http://www.veturilo.waw.pl).
24. **User zone**- this ought to be understood as administrative borders of the city of Warsaw and the commune of Konstancin-Jeziorna, Piaseczno commune and city of Pruszków and city of Otwock. Veturilo system is fully compatible with Konstanciński Rower Miejski System, Piaseczyński Rower Miejski System, Pruszkowski Rower Miejski System and Otwocki Rower Miejski System.
25. **Internet website** -it ought to be understood as website launched by the Operator [www.veturilo.waw.pl](http://www.veturilo.waw.pl) containing the necessary data for commencing and further use of Veturilo.
26. **Veturilo System**- it ought to be understood as a 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.
27. **Tables of charges and penalties**-it ought to be understood as a price list of services and charges of Veturilo, being an integral part of the Agreement. Price list constitutes Annex no 1 to the hereby Terms of Service and it is available on the internet website [www.veturilo.waw.pl](http://www.veturilo.waw.pl).
28. **Veturilo Terminal**-it ought to be understood as a device for self-rental of bikes located in Veturilo Stations.
29. **Agreement** - it ought to be understood as an Agreement between Client and Operator which establishes mutual rights and obligations specified in the Terms of Service. It is considered that the Agreement containing the provisions of the hereby Terms of Service shall be automatically concluded at the time of registration of the Client within Veturilo and subject to submission by Client of declaration of acceptance of Terms of Service, indication upon registration of personal data and making initial fee payment paid during the registration process of the Client in Veturilo. Personal Data Administrator shall be Nextbike Polska S.A.
30. **Bike rental**- it ought to be understood as rental of a bike from Veturilo Station by means of Client Identifier or via another method as specified in clause V.10. Rental process is specified in detail in clause VII of the Terms of Service.
31. **Bike return**-it ought to be understood as the return of a bike to Veturilo Station. The process of bike return is specified in Clause X of the Terms of Service.

### III. General rules of use of Veturilo

1. The condition for the use of Veturilo System is submission by the Client of the required personal data upon registration, the acceptance of conditions defined in the hereby Terms of Service, registration of the Client in Veturilo System as well as making payment of initial fee. The condition for the use of Veturilo 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 and the use of the bike in accordance with the principles specified in the Terms of Service.
3. Persons above 13 years of age who have not attained the age of 18 (further referred to as minors) must, prior to conclusion of Agreement, submit to the Operator a written consent of at least one of the parents or legal guardians for the conclusion of the Agreement, as well as a statement on assuming responsibility by the parents or legal guardians on account of any potential damages, caused in particular as a result of non-performance or improper performance of the Agreement and on account of any ongoing liabilities defined in Tables of charges and penalties. Within the statement the parents or legal guardians undertake to top up the account of the minor within Veturilo System in a way so as to ensure that the account is active at the time of rental (VII, clause 1. In order to maintain a written form of legal action the Guardian is obliged to submit a handwritten signature on the consent. The scanned copy of the letter ought to be sent via post to the email address: [ck@veturilo.waw.pl](mailto:ck@veturilo.waw.pl) , while

the original should be posted to the address of the Operator or submitted in person at the Operator's headquarters.

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.
6. The use of the rented bike is allowed within the User zone.
7. 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 case of non-abiding by the conditions specified in the Terms of Service the Operator is entitled to block Client's account. Detailed conditions of the 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 Terms of Service in place and the law when using the Veturilo System.
3. The use of bikes via Veturilo 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 Veturilo Station to the moment of their return to the Veturilo 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. Children bike must be returned to the Veturilo Children Station, Electric Bike should be returned to the Veturilo Electric Station while Standard Bike to Standard Veturilo Station. 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 a bike that occurs during rental, the Client is obliged to inform CK Veturilo immediately after noticing the theft incident.
6. The use of Veturilo 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 while using the bike and imposed on them out of their own fault. The Client bears no responsibility for fines, tickets, 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 Veturilo 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 immediately contact CK Veturilo.
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 bike in Veturilo System.

12. The users are forbidden to transport the Veturilo bikes 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 Veturilo 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. Veturilo terminal located at the Station
  - b. Internet website [www.veturilo.waw.pl](http://www.veturilo.waw.pl)
  - c. Mobile application Veturilo
  - d. Telephone contact with CK Veturilo
3. During the process of registration through the website [www.veturilo.waw.pl](http://www.veturilo.waw.pl), via Nextbike Veturilo application or via telephone contact with a CK Veturilo employee the indication of the following personal details is necessary:
  - a. name and surname,
  - b. contact address, that is city, street including flat/house number, postal code, country,
  - 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 Veturilo Terminal, the Client indicates the following personal details;
  - a. mobile phone number,
  - b. name and surname,
  - c. in case of a will to top up an account: credit card number with proximity option.

Other data indicated in Clause 3 letters b, c and d Client is obliged to indicate, no later than 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 Veturilo System and thus, blocking the account.
6. Clients of the Former Veturilo System may avail of the shorter form of registration in Veturilo System. In case of expressing a will by the Client of Former Veturilo System for the use of Veturilo System, such Client is obliged to supplement personal details indicated by him during registration to the former Veturilo System, in line with the requirements in place upon registration to Veturilo System and make verification of the indicated email address in accordance with the procedure specified in par. 5 above. Completion of the process of registration in Veturilo System is a condition necessary to be met in order to use this System. Under the shortened form of registration in Veturilo System, Clients of the Former System have an option of single-time rental of bike at Veturilo System.

7. Funds on the account of Client of the Former Veturilo System, upon his completion of the process of registration at Veturilo System, will be available on his Account in Veturilo System.
8. Client accounts which contain incorrect personal data with OPLN account balance may be automatically deleted from the Veturilo database system.
9. During the registration process at Veturilo Terminal the Client enters the PIN code of his own. Whilst, during the registration via: internet website, Veturilo Mobile application and CK Veturilo-PIN code is generated automatically. Post registration the Client receives a confirmation from Veturilo System regarding a successful registration as well as his individual PIN code which enables Client validation within the System.
10. In order to facilitate the process of logging in at the Terminal the Client has an option of connecting RFID card to his Veturilo 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 an equivalent of the Client Identifier,
  - b. ELS Electronic Student ID (ELS), that is proximity, personalized electronic card (chip+RFID) with its unique, encoded number together with PIN number,
  - c. Warsaw Urban Card (WKM), that is proximity, personalized electronic card (RFID) with its unique, encoded number together with PIN number,
  - d. 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 with PIN number. Terminals are adjusted for cooperation with PayPass and PayWave types of products,
  - e. Other carriers compatible with WKM, adjusted to coding communication tickets for the city of Warsaw together with a PIN number.

Post logging in on one's account on the website [www.veturilo.waw.pl](http://www.veturilo.waw.pl), each Client may switch off the PIN code through marking this option: *Upon each rental and return, in order to ensure my safety, please ask me about my PIN number.* This option allows for rental/return of a bike at the terminal without the need to indicate a PIN code with the use of the following methods of identification: b, c, d and e.

11. The condition to registering is an indication of correct data, acceptance of conditions specified in the hereby Terms of Service. Personal Data Administrator, Nextbike Polska S.A., with its seat in Warsaw, processes personal data as indicated in the registration form, pursuant to art. 23 (1) (3) of the Act on Personal Data Protection for the purposes of execution of Agreement and for the period of its duration, as well as for the purposes related to the marketing of products and own services as specified in art. 23 (1) 5 pursuant to article 23 (4) (1) of the Act of Personal Data Protection, as well as in the scope and purpose of processing of personal data to which a persons whose data it concerns consented.
12. Submission of personal data is voluntary, but necessary; lack of personal data submission prevents the use of Veturilo System services. The information on safety of personal data is available within the Privacy Policy document of Nextbike Polska S.A., available at: [www.veturilo.waw.pl](http://www.veturilo.waw.pl).
13. Any person, whose data are in question, has the right to access such contents, possibility of their amendment, correction, deletion or limiting the processing, right to transfer data and for an objection to be expressed against their processing- which will result in immediate removal of personal data. Furthermore, any person, whose data are in question, has the right to withdraw the consent for their processing at any time without impact of compliance with law of processing, which was made pursuant to the consent prior to its withdrawal.
14. Personal data in the scope specified in paragraph 3 above are processed exclusively for the purpose of execution of the hereby Agreement and in the scope and for the purpose of consents expressed by the Client and may be disclosed to other entities cooperating with Nextbike S.A. solely in the framework of the binding provisions of law. Personal data are processed, stored and secured in accordance with the principles specified in the binding legal provisions.
15. The Operator reserves the right to contact Clients regarding matters related to Agreement realization.

16. The Client further grants consent for receiving via text messages and electronic post information materials concerning services provided by the Operator within the framework of Veturilo, as well as anonymous questionnaires sent by means of electronic post or available directly within the Veturilo System, targeted at obtaining by Operator demographic and profile Client personal data of Clients (such as education level, employment, age). Such data will be used in order to test the preferences of Clients and the adjustment level of Operator's offer to the expectations of Clients, as well as for the statistical analyses and for creation of general image among the Clients which is passed on to Operator's marketing partners. Receiving information materials and disclosure of the above noted data is at all times voluntary and the Client may at any time withdraw from obtaining these materials or questionnaires.
17. 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 Veturilo 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.
18. Administrator 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.
19. 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 Veturilo 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 Veturilo System.

## **VI. Payment methods**

1. Payment for services and products offered within the Veturilo system may be conducted through:
  - a. crediting the Client Account via bank transfer or through payment via payment card, in particular, via [www.veturilo.waw.pl](http://www.veturilo.waw.pl) portal 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 Veturilo Terminal during contact with CK Veturilo as well as by means of mobile application Veturilo.
2. All payments are transferred to the account of Operator.
3. At Client request, the Operator will provide the Client with VAT invoice, issued by Municipal Road Authority in Warsaw, covering paid ride. For this purpose the Client should contact the Operator via electronic means to the email address of the Operator, indicating data necessary for VAT invoice issuance, date and time of rental of bike and number of bike.
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.

## **VII. Rental**

1. Bike rental is possible in case a Client has an active account status. Active account status is understood as:
  - a. having a minimum amount of 10 PLN gross on the Client Account, through topping up by means of transfer or by single payment with the use of payment card,
  - b. defining which forms of payment of the payment card with possibility of debiting, via terminal or via contact with CK Veturilo, through which these means are automatically transferred.
2. Standard Bike rental is possible at any Standard Veturilo Station post prior launch of Veturilo Terminal, logging in and proceeding according to the displayed messages on the device of Veturilo Terminal. Release of electric lock is signalized via adequate message displayed on Veturilo Terminal as well as a sound signal. During the rental the Client obtains the number for the code lock which opens the safety rope in the rented bike. This number may be confirmed until the return time at the Veturilo Terminal, on Veturilo Mobile Application as well as in CK Veturilo. The Client is obliged to ensure that the Standard bike is equipped in safety rope, also called a clamp, prior to rental. In the event when it is missing, the Client is obliged to contact CK Veturilo and inform it of the absence of a clamp. Rental may also be performed by means of mobile application Veturilo or by contacting CK Veturilo.
3. **Electric Bike** rental is possible solely and exclusively at **Veturilo Electric Station** post prior launch of Veturilo Terminal, logging in and proceeding according to the displayed messages on the device of Veturilo Terminal. Release of electric lock is signalized via adequate message displayed on Veturilo Terminal as well as a sound signal. Electric bike has a clamp access to which may be granted solely by CK Veturilo and exclusively in emergencies, justified cases. Rental may also be performed by means of mobile application Veturilo or by contacting CK Veturilo.
4. **Children bike** rental is possible solely and exclusively at **Children Veturilo Station**. Furthermore:
  - a. use of bikes of children type is possible only under the supervision of their legal guardians with an account in Veturilo 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 with dimensions of 18 inches, designated for children above 4 years of age and height from 110 cm as well as wheel rims of dimensions of 20 inches designated for children above 6 years of age and height above 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 **Children Veturilo 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 24/7 hotline of the Veturilo Contact Centre under the number 19115. CK employee will inform how to secure the bike.
5. 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. Safety rope also known as clamp is fit (in case of Standard Bikes and Tandem type of bikes)
6. Once any type of bike is released, the Client is obliged to secure the rope in such a way so as to prevent it from getting into the wheel.
7. In case of discovering during the bike rental any failure of the bike, the Client is obliged to immediately report the problem to CK Veturilo and return the bike to the closest Veturilo Station, dedicated for the given type of bike.
8. 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.



9. It is recommended that the Client has, during rental, a working mobile phone in case of a necessity to contact CK.
10. 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 15 kg. Items placed in the basket may not protrude above the rim of the basket and they should not contain any sharp edges. If an accident occurs due to inappropriate use of the basket, the Client bears responsibility for it and will cover any costs arising from it. The Operator shall not bear responsibility for damages or leaving items or goods carried in the basket. In particular, the Operator shall not bear any responsibility for the carried electronic equipment which constitutes the property of the Client.
11. Maximum load of a bike:
  - a. for standard bike, designated for use by 1 person, it cannot exceed 120 kg,
  - b. for tandem type of bike, designated for use by 2 persons, it cannot exceed 227 kg,
  - c. for children bike, designated for use by 1 person, it cannot exceed 60 kg,
  - d. for electric bike, designated for use by 1 person, it cannot exceed 120 kg.
12. Holder placed in tandem type of bikes is designated to carry bottle drinks solely. The user is obliged to ensure that the carried drink is secured in a way that prevents it from falling out during the ride. If an accident occurs due to inappropriate use of the holders, the Client bears responsibility for it and will cover any costs arising from it. The Operator shall not bear responsibility for damages to items or goods carried in the holder. In case of any problems with the rental or return of the bike from Veturilo Station the Client is obliged to contact CK Veturilo by phone.
13. The employee of CK will inform the Client of further actions to be taken. The rented bike ought to be used in accordance with its purpose. The rented bike ought to be used in line with its designation. Veturilo bike as a transport means is designated to move between Veturilo Stations. It is not allowed to use Veturilo bikes for mountain rides, jumps, stunt tricks, as well as racing and using the bike to pull or push anything.

#### **VIII. Duration of rental**

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

#### **IX. Repairs and failures**

1. All failures ought to be reported via telephone to CK Veturilo immediately after they are noticed. In case of each failure which prevents further ride the Client is obliged to stop and inform via telephone CK as well as return the bike to the closest Veturilo Station, dedicated for rental of a given type of bike.
2. It is forbidden to conduct any repairs, modifications or replacements of parts within the rented bike on one's own. The only authorized entity to perform these actions is Veturilo Service.
3. The Client has an obligation to have the possibility of contacting CK at all times when renting a bike.

#### **X. Return**

1. The Client is obliged to correctly return the Standard Bike or Tandem type of bike through:
  - a. Returning the bike to the dedicated Veturilo Standard Station and connecting the bike to a free electric lock, which constitutes an integral part of the bike 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 at Veturilo Standard Station and bike return 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 Veturilo 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 Veturilo Standard Station, block the lock (through shuffling the digits) and pressing

the "Return" button on the electronic part of the Terminal and proceeding in line with the instructions on the display. Upon blocking the lock, the Client may also return the bike via mobile application Veturilo or through contacting CK Veturilo. In order to return the bike to occur through telephone contact with CK Veturilo 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 CK Veturilo. It is thus assumed that in order for a bike return to occur through telephone contact with CK Veturilo, 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 electric bike through returning the bike to the Electric Veturilo 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 Electric Veturilo Station. In case of failure of a given station, the Client is obliged to contact CK Veturilo. In case of any difficulties related to the return of electric bike, the Client is obliged to immediately contact 24/7 hotline of CK Veturilo. Whilst, it is assumed that in order for the bike return to be possible (solely in sudden and justified cases) through CK, 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 the Children Bike through returning the bike to the dedicated Children Veturilo Station on which there are free electric locks and through connecting the bike with the electric lock. In case of overcrowding of the station the Client is obliged to return the bike to the closest not overcrowded Children Veturilo Station. In case of failure of a given station, the Client is obliged to contact CK Veturilo. In case of experiencing any difficulties related to the return of a Children Bike, the Client is obliged to immediately contact the 24/7 hotline of CK Veturilo. Whilst, it is assumed that in order for the bike return to be possible (solely in sudden and justified cases) through CK, 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.
4. The Client is bound by the obligation of correct return and securing of the bike, as specified in points X.1 to X.3 under the pain of:
  - a. calculation of fees for the use of bike in accordance with the accepted pricelist, and in case of rental exceeding 12 hours, calculation of additional fee in the amount of 200 PLN.
  - b. calculation of fee for loss, theft or damage of a bike in accordance with Annex no. 1;
  - c. Temporary blocking of Client's account.
5. 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 CK Veturilo of the above no later than 24 hours post the event.

## **XI. Charges**

1. Charges are calculated according to the rates specified in the Tables of Charges and Penalties, constituting an annex to the Terms of Service, available at [www.veturilo.waw.pl](http://www.veturilo.waw.pl) and in Veturilo 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 Veturilo System regarding the confirmation of bike return.
2. Charges for the use of rental are diverse and depend on the length of time of bike rental. Fee for single rental is a sum of receivables for subsequent time intervals.
3. Time of charging of fees 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 is calculated and the subsequent 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 0PLN within 7 days. In case of failure to settle

overdue payments, the Operator reserves the right to commence adequate legal steps against the Client, targeted at obtaining the payment on account of the realized Agreement. The Operator is entitled to calculate statutory interest 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 Veturilo 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 Veturilo 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. Veturilo Operator reserves the right to entrust the collection of receivables from the Client to the debt-recovery firm.

## **XII. Responsibility**

1. The Operator realizes the services related to the maintenance of Veturilo and bears full responsibility for its proper functioning.
2. The Operator bears responsibility for damages stemming from non-performance or incorrect performance of Agreement unless non-performance or incorrect performance is a result of circumstances for which the Operator does not bear responsibility.
3. The Client ought to submit any claims or complaints in a form as specified in Section XIII.
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.

## **XIII. Complaints**

1. The recommended term for submission of complaints is within 7 days from the date of the event which caused the complaint.
2. All complaints concerning the services provided on the basis of the Terms of Service may be submitted:
  - a. via electronic means to the email address [ck@veturilo.waw.pl](mailto:ck@veturilo.waw.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. CK issues a reply which includes the position of the Operator regarding the complaint, its justification and the information regarding the appeal procedure.
10. The Client has the right to appeal against the decision issued by the Operator. The appeals ought to be sent regardless of the method of submission-letter, email- no later than within 14 days from receipt of the decision by the Client which he wishes to appeal against. The appeal will be considered within 14 days from the day of its submission to CK. The appeal ought to be submitted in one of the following manners:
  - a. via electronic means to the email address [ck@veturilo.waw.pl](mailto:ck@veturilo.waw.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 CK within 14 days from the date of receipt of the reply to the complaint.
  - b. launch civil action in the adequate court.

#### **XIV. Withdrawal from the Agreement:**

1. The Client may withdraw from the Agreement concluded with the Operator-on the basis of the provisions of law, without indicating the cause, within the term of 14 days from the date of its conclusion. The term is considered as fulfilled if prior to its expiry the consumer posts a statement of withdrawal from Agreement.
2. The Client may withdraw from the Agreement via:
  - a. sending to the Operator's email address [ck@veturilo.waw.pl](mailto:ck@veturilo.waw.pl) statement regarding withdrawal from Agreement;
  - b. sending to the postal address of the Operator, specified in clause I.3 a written declaration of withdrawal from Agreement. For this reason the Client may avail of the form on withdrawal from Agreement enclosed in Annex no. 2 to the Act on consumer rights (Journal of Laws of 2017, item 683), 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 funds remaining on the account 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.

#### **XV. 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 [ck@veturilo.waw.pl](mailto:ck@veturilo.waw.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 Veturilo System shall be the result of Agreement termination.
3. Upon 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 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.

#### **XVI. Blockade of user accounts**

1. The Operator reserves the right to temporarily block Client's account in Veturilo system in case of non-compliance with the conditions of bike use at Veturilo, 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.3 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.

#### **XVII. Veturilo Mobile Application**

1. Veturilo Mobile Application is available without charging any fees (free of charge) in Google Play stores and Apple AppStore.
2. 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 Veturilo Application is possible post registering in Veturilo System. The provisions of the hereby Terms of Service in the scope of conditions of use of Veturilo are appropriately represented in the Mobile Veturilo Application.

## **XVIII. 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. 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 CK 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.

**ANNEX NO. 1 TABLES OF CHARGES AND PENALTIES OF VETURILO**

<b>Type of charges</b>		<b>Gross value</b>
Initial fee		10 PLN
Payment for bike rental*	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 hour and each subsequent hour	7 PLN
Letter notifications regarding breaching the Terms of Service		10 PLN
Payment for exceeding the 12 hour limit of rental		200 PLN

\* other than electric bike

<b>Type of charges</b>		<b>Gross value</b>
Initial fee		10 PLN
Payment for bike rental	Duration of rental	
	from 1 to 20 minutes	0 PLN
	from 21 to 60 minutes	6 PLN
	Second hour and each subsequent hour	14 PLN
Letter notifications regarding breaching the Terms of Service		10 PLN
Payment for exceeding the 12 hour limit of rental		300 PLN

<b>Penalties</b>	
Theft, loss or damage of a standard bike	2000 PLN
Theft, loss or damage of a tandem bike	7000 PLN
Theft, loss or damage of a children bike	1900 PLN
Theft, loss or damage of an electric bike	12,000 PLN

**Fees specified in the table are VAT tax inclusive**