

## TERMS OF SERVICE OF THE SYSTEM FOR BIKE\_S SZCZECIN CITY BIKE

### I. General provisions

1. The hereby Terms of Service shall define the principles and conditions of the use of Bike\_S Szczecin City Bike System (hereinafter referred to as: Bike\_S), launched in the municipal commune of Szczecin.
2. Terms of Service of Bike\_S as well as the Privacy Policy are available free of charge on the website [www.bikes-srm.pl](http://www.bikes-srm.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 Department of parking and city bike (pl. Wydział Parkowania i Roweru Miejskiego), Al. Wojska Polskiego 105, 70-483 Szczecin.
3. Contact:  
Nieruchomości i Opłaty Lokalne Sp. z o.o.  
Wydział Parkowania i Roweru Miejskiego  
Al. Wojska Polskiego 105, 70-483 Szczecin  
e-mail: [bikes@bikes-srm.pl](mailto:bikes@bikes-srm.pl)  
tel.: 91 50 65 200 (call charges in accordance with Operators' tariffs).
4. Bike\_S system is compatible with other Nextbike systems, i.e. setting up an account in one of the systems enables the use of bikes at rental stations in other cities, unless the Terms of service of the given system specify differently. Current list of the cities, in which Nextbike systems function can be found at <https://nextbike.pl/o-nextbike/>

### II. Definitions

1. **Terms of Service** – the hereby Terms of Service define principles and conditions of the use of Bike\_S, and in particular, conditions, scope of rights, obligations and responsibility of persons who use the possibility of renting bikes in Bike\_S system. Acceptance of the provisions of the Terms of Service and fulfilment of all conditions defined within it shall form the basis and condition for the approval of rental of a bike within Bike\_S system.
2. **Agreement** – Agreement between Client and Operator which establishes mutual rights and obligations specified in the Terms of Service. It is agreed 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 Bike\_S and subject to Client's declaration about acceptance of the Terms of Service, as well as the declaration about expressing consent for processing of personal data and payment of initial fee during the registration process of the Client in Bike\_S system.
3. **Operator** – Operator Bike\_S – organizational unit, which carries out services associated with the handling of Bike\_S system. The operator of Bike\_S is Nieruchomości i Opłaty Lokalne Sp. z o.o., ul. Czesława 9, 71-504 Szczecin. In the scope of protection and processing of personal data, the Operator is the administrator of personal data.
4. **Bike\_S system** – system of bike rental stations launched by the Operator, which includes, in particular, bikes, technical infrastructure, software and devices which enable the rental of bikes.
5. **Client** – participant of Bike\_S system who has accepted the Terms of Service and is registered within the Bike\_S system.
6. **Bike\_S Service** – actions performed by the Operator in relation to the exploitation, repairs and maintenance of Bike\_S.
7. **Call Center Bike\_S (CC Bike\_S)** – a platform launched by the Operator which ensures telephone contact for its Clients via hotline at the following number 91 50 65 200, contact via e-mail to the following address [bikes@bikes-srm.pl](mailto:bikes@bikes-srm.pl) as well as 24/7 service. Information regarding the functioning of CC Bike\_S is available on the following website: [www.bikes-srm.pl](http://www.bikes-srm.pl).
8. **Bike\_S Terminal** – device for self-rental of bikes located in Bike\_S stations.

9. **Bike\_S Station** – set of bike stands with Bike\_S terminal. List of Bike\_S stations may be found on the following website: [www.bikes-srm.pl](http://www.bikes-srm.pl).
10. **Client Identifier** – Client's personal number assigned to him by the Operator and saved in numerical format, in the form of mobile telephone number which the Client has defined during the registration at Bike\_S and 6-digit PIN number which was indicated during registration in Bike\_S. In order to facilitate the process of rental and return of bikes within the Bike\_S system, the Client is allowed to use the following after activation in Bike\_S Terminal: Szczecin Agglomeration Card, ELS Electronic Student ID or payment proximity card. During the rental and return of the bike they are treated as equal to the Client Identifier. During the rental and return of the bike the Client has the following methods of identification at his/her disposal:
  - a. mobile phone number which, together with PIN number, is treated as equal to the Client Identifier,
  - b. Szczecin Agglomeration Card - proximity, personalized electronic card (RFID) with a unique, encoded number together with a PIN number,
  - c. ELS Electronic Student ID (ELS), proximity, personalized electronic card (chip+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 and other which fulfil the requirements of electronic payment means in the meaning of the act on electronic payment instruments (Journal of Laws of 2013, item 1036 as amended) with PIN number. Terminals are adapted to work with the products of PayPass and PayWave type,
  - e. other media compatible with Szczecin Agglomeration Card adjusted to the coding of urban transport tickets of the municipal commune of Szczecin with PIN number.

After logging into one's account on the website [www.bikes-srm.pl](http://www.bikes-srm.pl), the Client may turn off the PIN code through unticking the option: Upon each rental and return, in order to ensure my safety, please ask me about my PIN number. This option allows for rental/return of the bike without the necessity of entering the PIN code with the use of identification methods: b, c, d or e at the terminal.
11. **Tables of charges and penalties** - pricelist of services and charges of Bike\_S, which is an integral part of the Agreement. The pricelist is available on the website [www.bikes-srm.pl](http://www.bikes-srm.pl).
12. **Pre-paid account** – personal account of a Client within the settlement system of Bike\_S System, where debit and credit operations are realized for the use of services and products offered within the Bike\_S System, in accordance with the Tables of charges and penalties. Pre-paid account may be topped up by the Client via upfront payment in the form of pre-payment.
13. **Initial fee** – the amount of initial fee within Bike\_S system that amounts to 20 PLN gross (in words: twenty zloty), which is made by the Client upon registering in Bike\_S and which constitutes the first payment for Top-up amount.
14. **Top-up amount** – payment on account of rentals or other settlements with the Operator, which is made to the pre-paid account.
15. **Security procedure** – each action undertaken by the Operator in the event of lack of return of the bike at the agreed time and in the acceptable state, in particular clarifying proceedings, debt-collection proceedings and court proceedings.
16. **User zone** – administrative borders of the city of Szczecin, where the use of Bike\_S is permitted.
17. **Bike rental** – rental of a bike from Bike\_S Station by means of Client Identifier or via other method specified in the clause II.10. Rental process is specified in clause VII. of the Terms of Service.
18. **Bike return** – return of the bike to Bike\_S Station. The process of bike return is specified in clause X of the Terms of Service.
19. **Electrolock** - mechanism which releases and blocks the bikes in the docking station.

### III. General rules of the use of Bike\_S

1. The condition for the use of Bike\_S System is submission by the Client of the required personal data upon registration, the acceptance of conditions defined in the hereby Terms of Service, payment of initial fee. The condition for the use of Bike\_S is, furthermore, maintenance of a minimum top up

level on the Client's account during the time of each rental, at the amount of no less than 10 PLN (in words: ten zloty).

2. The Operator rents a bike to a Client in line with the provisions specified in the Terms of Service. The Client is obliged to abide by the provisions of the Terms of Service, in particular, concerning the agreed payments and the use of the bike in accordance with 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 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, as well as costs related to repair and restoring of a bike in Bike\_S System. Within the statement, the parents or legal guardians must undertake to top up the account of the minor within Bike\_S System, in such manner so that it is active at the time of rental (VII, section 1). In order to fulfil the written form of legal action, the Guardian is obliged to put a personal handwritten signature on the consent. The consent must be sent to the email address: [bikes@bikes-srm.pl](mailto:bikes@bikes-srm.pl), via post or submitted personally in the Department of Parking and City Bike (pl. Wydziale Parkowania i Roweru Miejskiego).
4. The Client may rent up to two bikes at the same time. In the case of renting more than 1 bike, the Client should credit his/her account with an amount, which is going to be used for the given rides.
5. The use of the rented bike is allowed within the User zone.

#### **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.
2. The Client undertakes to return the bike in a good technical condition and in the same state as it was in at the time of renting, and in the case of bike failure during rental, the Client should proceed in accordance with section VII. 6. below. The Client shall bear full responsibility for any results of the events, which occur pursuant to the breaching of applicable law, when using the Bike\_S System.
3. The use of bikes via Bike\_S System may take place solely for non-commercial reasons.
4. Making the bike available by the Borrower to a third party against the provisions of Terms of service does not relieve the Borrower of liability for its damage or theft, until the moment of bike return to Bike\_S Station.
5. The Client is responsible for the bike/all the bikes he rents at a given time from the moment of rental from a Bike\_S Station to the moment of their return to the Bike\_S Station. In particular, the Client is obliged to undertake actions in order to prevent any damages or theft of the rented bike which may occur from the moment of renting the bike at any Bike\_S Station to the moment of its return to any Bike\_S Station.
6. In case of a theft of a bike, which occurs during the rental, the Client is obliged to inform CC Bike\_S about this fact and immediately report the theft to the closest Police station. The Borrower is responsible for theft of the rented bike and is financially liable for it only in the case of improper securing against the theft during and after the rental.
7. The use of Bike\_S 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 medicine, which by definition are forbidden or recommend not to be applied for drivers of any vehicles, is forbidden. It's also forbidden to transport the bikes of Bike\_S system with the use of private vehicles.
8. The Client bears full and total responsibility and obliges to cover any tickets, fines, fees etc. obtained by the Client, related to the use of the bike and imposed on them out of their own fault.
9. In the case of proven damages resulting from improper use of the equipment which is a part of Bike\_S System, the Client agrees to cover the costs of repair and replacement of the equipment in order for it to be restored to the state prior to rental or damaging. The Operator will issue appropriate bill or VAT invoice to the Client for performance of necessary repairs. The Operator is authorized to collect the amount corresponding to the costs of repair and replacement of the bike from the top-up amount of the Client and the Client hereby agrees to it.

10. In the 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 bike return, the Client is obliged to contact CC Bike\_S.
11. Any purposeful damage to the property of Operator will result in the need to incur costs of repair or replacement by the person who damaged it, and in consequence it may result in commencement 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 destruction.
12. The Client is responsible for any potential damages which may arise as a result of non-performance or improper performance of the Agreement to the full amount, wherein one of elements of the damage may be the so-called cost of bike replacement, specified in Tables of charges and penalties.
13. The users are forbidden to transport bikes in the system via vehicles and other means of transport, owned by private persons, excluding the means of public transport.

## **V. Registration**

1. The necessary conditions for the use of Bike\_S system consist of prior registration of the Client and crediting of pre-paid account with the amount of 20,00 (in words: twenty) zloty.
2. The registration takes place at the internet portal available at the address: [www.bikes-srm.pl](http://www.bikes-srm.pl). In addition, it is allowed for the registration to be conducted at CC, via telephone contact with an employee of CC and by means of a payment card with the option of charging in Bike\_S Terminal, as well as through the use of Bike\_S application which is available on the devices equipped in iOS and Android systems.
3. During the registration process through the website [www.bikes-srm.pl](http://www.bikes-srm.pl), via the Bike\_S application or via telephone contact with the CC employee the indication of the following personal details is necessary:
  - a. first and last name,
  - b. contact address, i.e. city, street including flat/house number, postal code, country, email address,
  - c. PESEL number
  - d. mobile phone number,
  - e. payment card number in case of payment with the use of payment card with possibility of debiting.
4. During the registration process in Bike\_S Terminal the Client indicates the following personal details,
  - a. mobile phone number,
  - b. first and last name,
  - c. payment card number with possibility of debiting,which he is obliged to supplement by the additional data, specified in clause 3, items b and c, no later than within 24 hours after registration.
5. Client Account with a balance of 0 PLN, which contain incorrect personal data can be automatically deleted from the Bike\_S database.
6. During the registration process at Bike\_S Terminal, the Client enters the PIN code of his/her own. Whilst, during the registration via: internet website, Bike\_S application and CC Bike\_S - PIN code is generated automatically. After registration, the Client receives a confirmation from Bike\_S System regarding a successful registration as well as his individual PIN code which, together with an indicated mobile phone number, constitutes Client Identifier in Bike\_S System.
7. The condition for registering is entering the real data and the acceptance of conditions defined in the hereby Terms of Service.
8. The Operator reserves the right to contact the Client in matters related to implementation of the Agreement.
9. The content of individual transactions/rentals is available solely for the parties of the Agreement. Each Client who has performed registration, after logging 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 Bike\_S IT system.

## **VI. Payment Methods**

1. Payment for services and products offered within the Bike\_S system may be conducted through:
  - a. Tpay – system of Internet payments.
  - b. At the cash desk of Department of Parking and City Bike (pl. Wydział Parkowania i Roweru Miejskiego), Al. Wojska Polskiego 105, 70-483 Szczecin.
2. Launching the order of payment card debiting occurs at the moment, when the account is not active. This can be made by entering the payment card number, i.e.: credit card, debit card within Bike\_S Terminal, during the contact with CC Bike\_S, as well as via Bike\_S application, which is available on iOS system and Android system devices.
3. Payment method may be selected repeatedly, after logging at [www.bikes-srm.pl](http://www.bikes-srm.pl), in the Credit the account tab. In order to resign from debiting the payment card account, you should contact CC Bike\_S.
4. All payments are transferred to the account of Operator.
5. If the Client requests it, the Operator will provide a VAT invoice issued by Nieruchomości i Opłaty Lokalne Sp. z o.o., ul. Czesława 9, 71-504 Szczecin, covering the price of the ride. In order to do so, the Client should send an e-mail to the Operator's e-mail address, providing the data necessary to issue a VAT invoice, as well as the date and time of the bike rental and number of the bike.
6. The Operator will send the invoice in electronic format to the e-mail address with which the Client contacted the Operator. In justified cases, the Operator can send the invoice to another e-mail address provided by the Client.

## **VII. Rental**

1. Rental of a bike is possible provided that the Client has an active account status. Active account status is understood as:
  - a. having a minimum amount of 10 PLN (in words: ten złoty) gross on the Pre-paid account, through topping up by means of the bank transfer or by single payment with the use of payment card,
  - b. defining the payment method to be the payment card with possibility of debiting, at the terminal or via contact with CC Bike\_S, from which the funds are collected automatically.
2. Rental of a bike is possible at any Bike\_S Station after prior activation of Bike\_S Terminal, logging and acting in accordance with the instructions displayed on the Bike\_S Terminal. Release of the electrolock is signalled by an appropriate message shown on Bike\_S Terminal as well as by sound signal. Rental can also be carried out with the use of Bike\_S application or by contacting CC Bike\_S – calling the number indicated on the Terminal.
3. Rental commences once the procedure of rental specified in clause 2 is completed.
4. During the rental the Client obtains the number for the code lock within the rented bike. This number may be confirmed until the return at the Bike\_S Terminal, using Bike\_S application and in CC Bike\_S. The Client is obliged to ensure that the bike is equipped with protective rope, also called a clamp, prior to the rental. In the event when it is missing, the Client is obliged to contact CC Bike\_S and inform it about the absence of a clamp.
5. It is the Client's obligation to ensure, prior to commencing the ride, that the bike is suitable for its intended use, in particular that the tyres of the bike are inflated and the brakes are in order. Once the bike is released, the Client is obliged to secure the rope in such manner that will prevent it getting into the wheel.
6. In case of discovering during the bike rental any failure of the bike, the Client is obliged to immediately report the problem to CC Bike\_S and return the bike to the closest Bike\_S Station.
7. Rental and use of an unfit bike by the Client may result in his liability for any failures or damages resulting from the use, in case when the Client could have been able to identify the unsuitability of the bike.

8. Borrower is obliged to have a working mobile phone during the rental in the case of a necessity to contact CC Bike\_S.
9. The basket mounted in front of the bike is suitable solely for the carriage of light items. In order to ensure safety and at the risk of damaging the bike, it is not allowed to place any heavy items within the basket. If you transport items heavier than 5 kg in the basket, then you should use extreme caution. The maximum weight of items within the basket cannot exceed 15 kg. Items placed in the basket may not hang out of the rim of the basket and they should not contain any sharp edges. If an accident occurs due to inappropriate use of the basket, the Client bears responsibility for it and will cover any costs arising from it. The Operator shall not bear responsibility for damages to items or goods carried in the basket.
10. In case of any problems with the rental or return of the bike at Bike\_S Station, the Client is obliged to contact CC Bike\_S by phone. The employee of CC Bike\_S will inform the Client of further actions to be taken. The rented bike ought to be used in accordance with its purpose. Bike\_S bike as a transport means is designated to move between Bike\_S Stations. It is not allowed to use Bike\_S bikes for mountain rides, jumps, stunt tricks, as well as racing and using the bike to pull or push anything is not allowed.
11. In the case of a breach of any of the above Regulations, especially in situations having caused damage to the Operator, the Operator reserves the right to block a Client's account until the matter is resolved.

#### **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 a single rental causes charging additional fees and penalties in accordance with the Tables of charges and penalties.

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

1. Any failures ought to be reported to CC Bike\_S via phone immediately after rental of the bike in the system. In the case of any failure that prevents further ride, the Client is obliged to stop and inform via telephone CC Bike\_S, as well as to return the bike to the closest Bike\_S Station.
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 Bike\_S Service.
3. The Client has an obligation to have the possibility of contacting CC Bike\_S at all times during rental of the bike.

#### **X. Return**

1. The Borrower returns the bike by connecting it to a free lock located at any Bike\_S station and by pulling the bike away in order to make sure that it is properly secured.
2. If placing the bike within the electrolock at the Bike\_S Station is impossible (lack of a free spot/failure), the Client is obliged to return the bike with the use of code lock, connecting the bike to the stand and to immediately inform CC Bike\_S about this fact.
3. In case of incorrect return of the bike, as specified in clauses X.1 and X.2, the Client shall bear the costs of further rental and shall be responsible for a potential theft.
4. In the event of an accident or a collision occurring during rental, the Client is obliged to call the police to the location of the accident. Furthermore, if such an event occurs, the Client is obliged to immediately inform CC Bike\_S about this.

#### **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 on [www.bikes-srm.pl](http://www.bikes-srm.pl) and at Bike\_S Terminals. The basis for the calculation of a charge is the number of minutes of rental, measured from the moment of bike rental in Bike\_S Terminal, or from the moment of obtaining the code lock which releases the securing rope, to the moment of connecting the bike with electrolock.
2. Time of charging is divided into one-hour periods with the exception of the first hour of rental during which the period of the first twenty minutes of rental is calculated.

3. The refund of payments made in advance for rentals can be carried out after termination of the Agreement. During the term of the agreement with Operator of Bike\_S system, the payments in advance for rentals (top up amount) are non-refundable.
4. If a voucher or promotional top-up of the account is received, its purposes are determined by the Operator and it is non-refundable, i.e. the funds cannot be withdrawn. Funds from this top-up are used first, before the funds paid by the Client. In the case of promotional vouchers, the amount, expiration date and reason for granting them are described in the current promotion regulations available on the system's website.

## **XII. Complaints**

1. The Client should submit a complaint 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 via electronic means to the email address: [bikes@bikes-srm.pl](mailto:bikes@bikes-srm.pl) or through the complaint form.
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: first name, last name, address, mobile telephone number, which would allow for an identification of the Client, will not be considered.
5. Submitting a Complaint does not release the Client from the obligation of a timely realization of obligations towards the Operator.
6. The Operator reviews the complaint within 14 days from the date of obtaining it or supplementing it, and in particularly complex matters this occurs within 30 days, while in case the complaint concerns the transaction conducted with the use of payment card, it might take up to 90 days from the date of complaint submission. In case of the necessity to supplement the complaint, the term for reviewing such 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 expected term for review of the complaint.
7. The Client grants consent for the reply to the complaint to be sent via electronic means. In particularly justified cases, the Operator may send a reply to another email address, indicated by the complaining person.
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 reply, which is professional in form and in content.

## **XIII. 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 expiration the consumer will send a statement of withdrawal from Agreement.
2. The Client may withdraw from the Agreement via sending to the Operator's email: [bikes@bikes-srm.pl](mailto:bikes@bikes-srm.pl) or via contact form, a statement regarding withdrawal from the Agreement.
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, however the Parties exclude the possibility to withdraw from the Agreement within the extent to which it has already been realized. Reimbursement will be made no later than 14 days from the date, when the Operator receives the notice of withdrawal from the Agreement, using the same payment methods as those used by the Client in the original transaction, unless the Client indicated another course of action in the notice of withdrawal from the Agreement.

#### **XIV. Termination of the Agreement at the request of the Client**

1. The Client has the right to terminate the Agreement. Termination in the written form must be sent to the electronic address: [bikes@bikes-srm.pl](mailto:bikes@bikes-srm.pl) or postal address 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, provided that the Client supplemented within this time-limit his/her Pre-paid account to the balance of 0 PLN. Lack of supplementation of funds within the above time-limit will void termination of the Agreement.
3. If the funds on the pre-paid Account exceed 0 PLN on the day of termination of the Agreement, they will be returned to the bank account indicated by the Client. The return of funds shall be carried out within 30 days from the date of termination of the Agreement. The returned amount will be decreased by the transfer fees.

#### **XV. Personal data protection**

1. The personal data administrator is Nieruchomości i Opłaty Lokalne Sp. z o.o., ul. Czesława 9, 71-504 Szczecin. Giving personal data is voluntary but necessary; failure to give Your personal data makes the use of the service and the Bike-S System impossible. Information on the security of personal data is available in the Privacy Policy of Nextbike Polska at: [www.bikes-srm.pl](http://www.bikes-srm.pl).
2. The Customer has the right to access to his personal data, he may correct or supplement it or demand to remove it.
3. Personal data will be processed only during the duration of the agreement with the Customer and during the time limit for bringing actions available to the data administrator and applied to him.
4. In the case of submitting a complaint, personal data is stored until the exhaustion of the complaint procedure, possible proceedings caused by it, consideration of the claim of the service User, for evidentiary purposes... If You report (e.g. non-pecuniary damages, compensation for damage) within this term – the data is processed during establishing the possible liability of the Operator / Customer and fulfilling judicial decision.
5. The Customer is entitled to lodge a complaint with the supervisory authority.
6. Should You have any questions concerning the processing of data please contact the personal data inspector at [iod@niol.szczecin.pl](mailto:iod@niol.szczecin.pl).
7. The personal data is processed, stored and secured in accordance with the principles stipulated in the applicable legal provisions.
8. In order to adjust the content and services to individual needs and interests of the Customers, the Operator uses the so-called cookies, i.e. the information registered by the server of the Service in the Customer's computer which the server may read during every connection made from this computer. Cookies provide statistical data on Customer flows and their use of particular websites of Bike\_S. They also allow for smooth provision of Services. The Customer may disable cookies in his browser at any time but this may cause difficulties and even make the use of the Bike\_S System impossible.
9. Personal data is processed only for the purposes of the Execution of this Agreement (Rules and Regulations) and may be accessed by other entities cooperating with the Operator while executing the agreement and in order to execute thereof exclusively pursuant to applicable legal provisions and the personal data processing agreement.



## **XVI. Final provisions**

1. The acceptance of the hereby Terms of Service and the rental of the bike indicate: a declaration of the health state enabling safe movement on a bike; ability to ride a bike; possession of permissions required by provisions of law and knowledge of road traffic rules.
2. The Operator reserves the right to terminate the Agreement with a notice of 14 days in case the Client breaches the provisions of the hereby Terms of Service (i.e. lack of acceptance of the new Terms of Service, non-return of a bike at the required time), while the Client is entitled, in respect of the Operator, to submit claims related to the return of funds on the pre-paid account, provided that they were not used by the Operator previously to cover the payable liabilities chargeable to the Client.
3. The Operator is entitled to introduce changes to the Terms of Service or to Privacy Policy with effects for the future. 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 a written information regarding non-acceptance of the changes of the Terms of Service or Privacy Policy sent to CC Bike\_S within 7 days from the day of its issuance to the Client indicates an acceptance of the introduced changes in the Terms of Service or Privacy Policy 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 the 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**

**STATEMENT ON PARTICIPATION BY CONSENT OF A PARENT OR OTHER STATUTORY REPRESENTATIVE  
in Szczecin City Bike Bike\_S**

In line with the requirements of chapter III, section 3 of the Terms of Service of Szczecin City Bike System Bike\_S, I, the undersigned ....., holder of the identity card/passport\* number ....., PESEL (Personal Identification) number: ....., residing in ....., acting as the statutory representative of: ..... (first and last name of the minor), residing in ....., PESEL number: ....., hereby declare that:

1. I consent to the participation of the said minor in the Szczecin City Bike System, hereinafter referred to as Bike\_S, in line with Terms of service of Bike\_S available at [www.bikes-srm.pl](http://www.bikes-srm.pl);
2. I have read the above-mentioned Terms of service, accept them and consent to their provisions;
3. I undertake to remedy any and all possible damage and satisfy any and all possible claims consequent to the use of the Bike\_S by the above-mentioned minor;
4. I declare that the above-mentioned minor holds a valid bicycle license or a driving license in a relevant category;
5. I consent to the processing by the Operator Bike\_S of my personal data, as well as the personal data of the minor for the purposes of using Bike\_S, pursuant to the provisions of the Personal Data Protection Act of 29 August 1997 (Journal of laws 2015, item 2135 as amended), for the purpose of performance of the Agreement. I was informed that I have the right to access, correct, supplement or change the provided personal data. The administrator of the personal data shall be Nieruchomości i Opłaty Lokalne Sp. z o.o. ul. Czesława 9, 71-504 Szczecin. The provision of personal data is voluntary, but necessary to enable the use of the service and Bike\_S system.

.....  
(place, date)

.....  
(first and last name)

\* - delete as appropriate

## **Annex no. 2**

### **TABLE OF CHARGES**

Initial fee: 20 PLN

Minimum crediting amount: 10 PLN

From 0 to 20 minutes: 0 PLN

From 21 to 60 minutes: 1 PLN

From 61 to 120 minutes: 3 PLN

From 121 to 180 minutes: 5 PLN

Each subsequent hour: 7 PLN

Maximum time of bike rental is 12 hours, exceeding this limit will result in imposing additional charge in the amount of 200 PLN

Bike replacement cost 2000 PLN

Fee for the removal of non-statutory bike lock 200 PLN