

OBLIGATIONS IN CONNECTION WITH THE PANDEMIC STATE

With regard to the declaration of the pandemic state, every Client who uses the Nowy Dwór Mazowiecki City Bike is obliged to use disposable gloves and to cover his mouth and nose. On account of the pandemic state it is forbidden to ride in a bigger group of people. The Client is obliged to keep a safe distance between him and both other cyclists and pedestrians.

RESOLUTION NO. OF THE NOWY DWÓR MAZOWIECKI CITY COUNCIL of 14 May 2019

on the terms and conditions of the city bike rental system called "Nowy Dwór Mazowiecki City Bike"

Pursuant to Article 18 (2) (15), Article 40 (2) (4) of the Local Government Act of 8 March 1990 (consolidated text, Journal of Laws of 2019, item 506) and Article 4 (1) (2) of the Municipal Management Act of 20 December 1996 (consolidated text, Journal of Laws of 2019, item 712), the Nowy Dwór Mazowiecki City Council resolves as follows:

Chapter 1 General provisions

- § 1. 1. This document specifies the terms and conditions of using the NOWY DWÓR MAZOWIECKI CITY BIKE within the City of Nowy Dwór Mazowiecki, which has its area of operation designated by the **City of Nowy Dwór Mazowiecki, Zakroczymska 30, 05-100 Nowy Dwór Mazowiecki**, in accordance with Appendix No. 1 to these Terms and Conditions.
2. These Terms and Conditions are available free of charge. This document can be accessed on <https://rowery.nowydwormaz.pl/> and via the dedicated ROOVEE app. The document is also available free of charge at the City Hall in Nowy Dwór Mazowiecki, at Zakroczymska 30, 05-100 Nowy Dwór Mazowiecki.
 3. The operator of the NOWY DWÓR MAZOWIECKI CITY BIKE System is ROOVEE S.A., ul. Ryżowa 33a/7, 02-495 Warsaw, office@roovee.eu.
 4. By using the NOWY DWÓR MAZOWIECKI CITY BIKE System, the Client confirms that he/she has read these Terms and Conditions, accepts their provisions, and will comply with them.

§ 2. Within the meaning of this Resolution:

- 1) **Mobile app** – an app distributed by ROOVEE S.A., designed for installation on mobile devices running on an iOS or Android operating system allowing, i.a., the rental and return of bicycles and payment for rental/ride according to the Schedule of Fees and Penalties, which constitutes Appendix 2 to these Terms and Conditions;
- 2) **Customer Service** – a service which involves receiving applications concerning the NOWY DWÓR MAZOWIECKI CITY BIKE System by phone, on 88 77 66 833, 24/7 (within the period of operation of the NOWY DWÓR MAZOWIECKI CITY BIKE), and by e-mail to bok@roovee.eu or via the mobile app;
- 3) **Ride/rental time** – the time between the renting out and returning of a NOWY

DWÓR MAZOWIECKI CITY BIKE bicycle;

- 4) **Security measures** – all actions taken in relation to the Client should he/she violate the Terms and Conditions of the NOWY DWÓR MAZOWIECKI CITY BIKE System. These measures might involve, in particular, suspending the account, contacting the Client, and sending calls for payment if the funds on the Client's Account are insufficient to cover the costs incurred as a result of using the System. If the Client refuses to pay the amounts due, it also means enforcing payment. All cases of theft

and damage to property in the NOWY DWÓR MAZOWIECKI CITY BIKE System will be notified to the relevant authorities;

- 5) **Client ID** – a personalised string of numerical characters which is, at the same time, the telephone number stated during registration. The Client ID is necessary to authorise the rental and return of the bicycle and to contact Customer Service;
- 6) **Client** – a natural person using the NOWY DWÓR MAZOWIECKI CITY BIKE System who has entered into an appropriate agreement;
- 7) **Operator** – ROOVEE S.A, providing services connected with the operation of the NOWY DWÓR MAZOWIECKI CITY BIKE System in the City of Nowy Dwór Mazowiecki;
- 8) **Initial fee** – a one-time deposit allowing the use of the NOWY DWÓR MAZOWIECKI CITY BIKE System. The minimum account balance is specified in the Schedule of Fees and Penalties. The Client may transfer the initial fee, less the funds used, to their account at any time;
- 9) **Charged fee** – the fee charged for the Bicycle rental, taken from the Roovee account;
- 10) **Processing fee** – the fee collected when additional costs are incurred in connection with the invalid return of the bicycle by the Client. The Client may complain against charging the Processing fee within 14 days;
- 11) **Additional fee** – the fee charged in the event of activities in breach of the Terms and Conditions of the NOWY DWÓR MAZOWIECKI CITY BIKE, including leaving the bicycle in a prohibited place, damaging the bicycle or any part of the infrastructure of the City of Nowy Dwór Mazowiecki, and theft. A detailed breakdown of fees can be found in the Schedule of Fees and Penalties constituting Appendix 2 to these Terms and Conditions. The Client may complain against charging the Additional fee within 14 days;
- 12) **BM online payment** – the Blue Media online-payment system which can be used to make payments in the NOWY DWÓR MAZOWIECKI CITY BIKE System. The BM system is operated by BLUE MEDIA S.A., with its registered office in Sopot, 81-717 Sopot, ul. Powstańców Warszawy 6, entered in the Register of Entrepreneurs kept by the District Court Gdańsk-Północ in Gdańsk, 8th Commercial Division of the National Court Register under KRS number 0000320590, NIP [Tax ID]: 585-13-51-185, REGON [business registry number]: 191781561;
- 13) **Stopover/pause** – the pausing of a ride on the Mobile app of NOWY DWÓR MAZOWIECKI CITY BIKE user, and by manually closing the ROOVEE LOCK CONTROL;
- 14) **Client Account** – the Client's individual account in the NOWY DWÓR MAZOWIECKI CITY BIKE System, which is credited and debited for the use of the system in accordance with the Schedule of Fees and Penalties;
- 15) **Terms and Conditions** – these terms and conditions define the types, scope, rules and conditions for using the NOWY DWÓR MAZOWIECKI CITY BIKE System in the City of Nowy Dwór Mazowiecki, and also the scope of the rights, responsibilities and potential liability of both the Operator and the Client. Accepting these Terms and Conditions, and complying with all their provisions, is necessary to allow the use of the NOWY DWÓR MAZOWIECKI CITY BIKE System in the City of Nowy Dwór Mazowiecki (including the rental of NOWY DWÓR MAZOWIECKI CITY BIKE), as well as obligatory in the NOWY DWÓR MAZOWIECKI CITY BIKE System registration process. The Client enters into an agreement with the Operator upon accepting the Terms and Conditions, completing the registration process, and paying the Initial Fee in the NOWY DWÓR MAZOWIECKI CITY BIKE System in the City of Nowy Dwór Mazowiecki;
- 16) **Reservation** – the reservation of a selected bicycle available on the NOWY DWÓR MAZOWIECKI CITY BIKE Mobile app;
- 17) **ROOVEE LOCK CONTROL** – a security device for a bicycle (equipped with the ROOVEE electronic module) conducting the process of renting out and returning the bicycle, controlling the lights on the bicycle, and monitoring its location (GPS, Accelerometer);
- 18) **Rack** – a fixture in the NOWY DWÓR MAZOWIECKI CITY BIKE park zone;

- 19) **The NOWY DWÓR MAZOWIECKI CITY BIKE operation zone** – a designated area of the City/municipality within which the NOWY DWÓR MAZOWIECKI CITY BIKE System may be used;
- 20) **NOWY DWÓR MAZOWIECKI CITY BIKE Park Zone** – a designated area in which the user can rent or return a bicycle. Information on bicycle zones is available in Appendix 1, on the ROOVEE Mobile App and on <https://rowery.nowydwormaz.pl/>;
- 21) **NOWY DWÓR MAZOWIECKI CITY BIKE System** – a self-service bicycle-rental system involving bicycles, software, NOWY DWÓR MAZOWIECKI CITY BIKE Park Zones, the ROOVEE mobile app, and ROOVEE LOCK CONTROL;
- 22) **Schedule of Fees and Penalties** – the price list for services and charges for the ROOVEE System, binding on the Client, which constitutes Appendix 2 to the Terms and Conditions, and is available on the website <https://rowery.nowydwormaz.pl/>;
- 23) **Telecode** – a four-digit number that allows to rent a bike without the Mobile app;
- 24) **Information board** – a fixture in the NOWY DWÓR MAZOWIECKI CITY BIKE Park Zone;
- 25) **Agreement** – an agreement entered into by and between the Client and the NOWY DWÓR MAZOWIECKI CITY BIKE System Operator, setting out the mutual rights and responsibilities, as specified in the Terms and Conditions. An agreement which includes the provisions of the Terms and Conditions is automatically made upon the Client's registration in the NOWY DWÓR MAZOWIECKI CITY BIKE System, provided that the Client has submitted a declaration on accepting the Terms and Conditions and has paid the Initial Fee;
- 26) **Bicycle rental** – an operation performed using the Mobile App available for download on <https://rowery.nowydwormaz.pl/>, using the QR code located on the bicycle. Rental can be also carried out using a Telecode or SMS;
- 27) **End of rental** – an operation involving the manual closing of the ROOVEE LOCK CONTROL in a public generally accessible place, excluding any places in underground car parks, garages, basements, tunnels, buildings, forests, parks, closed cemeteries, and private property, within the NOWY DWÓR MAZOWIECKI CITY BIKE operation zone;
- 28) **Ordering Party** – the City of Nowy Dwór Mazowiecki, at ul. Zakroczyńska 30, 05-100 Nowy Dwór Mazowiecki;
- 29) **Returning a bicycle outside the zone** – returning a bicycle outside the designated NOWY DWÓR MAZOWIECKI CITY BIKE Park Zone, in a public generally accessible place, excluding any in underground car parks, garages, basements, tunnels, buildings, forests, parks, closed cemeteries, and private property, within the NOWY DWÓR MAZOWIECKI CITY BIKE operation zone;
- 30) **Returning a bicycle inside the zone** – returning a bicycle inside the designated NOWY DWÓR MAZOWIECKI CITY BIKE Park Zone.

Chapter 2

The terms and conditions of use of the Nowy Dwór Mazowiecki City Bike System

- § 3.** 1. To use the NOWY DWÓR MAZOWIECKI CITY BIKE System go to <https://rowery.nowydwormaz.pl/>, register in the NOWY DWÓR MAZOWIECKI CITY BIKE System via the mobile app or the website, by providing the required and correct personal data, accept the conditions specified in these Terms and Conditions, and pay the initial fee indicated in the Schedule of Fees and Penalties.
2. To register, the Client must have an active e-mail account and an active mobile phone number. To use the Mobile App, the Client must have a phone with access to the Internet running on Android or iOS in a version specified in the Google Play Store or App Store.
 3. The Operator provides the latest version of the Application running on the Android or iOS operating systems. For the application to work properly, the latest version should be installed at all times.
 4. The Client rents a bicycle from the Operator under these Terms and Conditions. The Client shall comply with these Terms and Conditions, and in particular pay fees in

accordance with the Schedule of Fees and Penalties, use the bicycle in compliance with these Terms and Conditions, and report any defects via the application or by e-mail to bok@roovee.eu.

5. From the time of bicycle Rental to End of rental, the Client shall take full responsibility for the bicycle, except for the circumstances provided for in 9.
6. Should the bicycle be stolen while it is being rented, the Client shall immediately report this fact to the Customer Service phone number 88 77 66 833 (if the helpline is unavailable, the Client shall send a relevant mail to the e-mail: bok@roovee.eu. The Client shall also promptly report it to the closest Police or City Guard station. If the rented bicycle has been inadequately secured, the Client will be liable for it being stolen, especially if he/she has failed to manually close the ROOVEE LOCK CONTROL or has left the bicycle in an underground car park, garage, basement, tunnel, building, forest, park, closed cemetery, or private property, or outside the NOWY DWÓR MAZOWIECKI CITY BIKE operation zone.
7. The Client may rent 1 bicycle at a time.
8. The Operator allows the installation of the Client's own child seat on NOWY DWÓR MAZOWIECKI CITY BIKE. The Client shall be responsible for the installation of the seat, and all potential damage caused in connection with the installation and use of the seat.
9. Underage persons, i.e. persons at least 13 but under 18 years of age, or other persons who have limited legal capacity, must submit to the Ordering Party a written consent from their parent (legal guardian) or legal representative to enter into the Agreement, along with an appropriate declaration constituting Appendix 3 to these Terms and Conditions on accepting responsibility for potential damage, in particular in connection with the non-performance or improper performance of this Agreement. The consent and declarations must contain the signature of the person submitting the appropriate declarations. The Ordering Party reserves the right to verify the authenticity of the submitted declarations. The declaration must be submitted in electronic (scanned) form to the address bok@roovee.eu. After verification, the Agreement is considered to have been made, and the underage person may access the Mobile App. Neither the Ordering Party nor the Operator shall be held liable for the provision of false data by persons with limited legal capacity.
10. The Client may use the rented bicycle within the City of Nowy Dwór Mazowiecki in the designated area, which is specified in Appendix 1 to these Terms and Conditions. This area is also shown on <https://rowery.nowydwormaz.pl/> and on the mobile app.
11. Stopovers are included in the rental time and added to the final charge, in accordance with the Schedule of Fees and Penalties.
12. Bicycle reservation is voluntary, and enables the Client to book the selected bicycle. The reservation time is 10 minutes, and is not included in the bicycle rental time. If the Client fails to rent the bicycle within 10 minutes from making the reservation, it is automatically cancelled. Reservation is free.

§ 4. 1. The Client shall use the bicycle in accordance with these Terms and Conditions, its intended use, and the Traffic Code.

2. The NOWY DWÓR MAZOWIECKI CITY BIKE System bicycles must not be used by persons under the influence of alcohol, intoxicants, psychoactive substances or narcotic-replacement drugs, within the meaning of the regulations on counteracting drug addiction, and medicines affecting the ability to ride or drive.
3. The Client shall return the rented bicycle in the same condition as at the time of renting.
4. After rental, the Client shall verify the technical condition of the bicycle. If any damage is found, the Client should immediately report the issue via the Mobile App using the "Report a problem" option.
5. If the problem is found while the bicycle is in use, the Client must report this fact as soon as possible via the Customer Service, and return the bicycle to the NOWY DWÓR

MAZOWIECKI CITY BIKE Park Zone, and if the bicycle is unfit for further use, in the closest available place in accordance with the rules for End of rental and Returning a bicycle outside the zone.

6. From the time of bicycle Rental to End of rental, the Client shall be responsible for the bicycle, and shall take any reasonable actions to prevent bicycle damage, destruction or theft.
7. The Client must not lend the bicycle to third parties.
8. Should the Client provide the bicycle for use by third parties during the rental period and in breach of these Terms and Conditions, he/she shall remain liable, in particular, for its damage or theft, until the End of rental.
9. Should the bicycle be improperly returned, particularly by failing to close the ROOVEE LOCK CONTROL or returning the bicycle in a prohibited place, the Client shall bear the costs of the continuing rental, and shall be held liable for the potential theft or damage of the bicycle.
10. If there are any problems with returning the bicycle, the Client shall immediately contact the Customer Service.
11. The Client shall cover all penalties, tickets and fines imposed on him/her in connection with the use of the bicycle in breach of the currently binding legal regulations, as well as these Terms and Conditions.
12. In the event of damage to the NOWY DWÓR MAZOWIECKI CITY BIKE System infrastructure (bicycles, racks or information boards), the Client shall cover all the repair costs. The Client will receive a bill or a VAT invoice for the relevant repairs, in accordance with the Schedule of Fees and Penalties. The funds needed to cover the costs of damage may be collected from the Client's account without additional permission.
13. It is forbidden for the Client to transport bicycles by car or other means of transport belonging to private persons.
14. Should the Client intentionally destroy or damage the infrastructure of the NOWY DWÓR MAZOWIECKI CITY BIKE System, the relevant law enforcement bodies will be notified, and the person responsible for the damage shall be held liable for all the resulting costs.
15. The Client shall bear full liability for any potential damage resulting from the nonperformance or improper performance of the Agreement.
16. The Client may rent the bicycles only for private use.
17. The Clients shall use the bicycles and the app in accordance with their purpose, in a manner which does not interfere with their operation, while respecting the personal rights of third parties. They shall also use all services provided via the Mobile App within the limits of the permitted use.

§ 5. 1. For registration, the Client must install the app or use the <https://rowery.nowydwormaz.pl/> website, and complete the authorisation process by providing the data marked as obligatory, i.e. the correct full name, email address and mobile phone number.

2. Registration requires an active e-mail address and a mobile phone number.
3. During the registration process, and when using the NOWY DWÓR MAZOWIECKI CITY BIKE System, the Client shall provide correct data, and keep his/her password and login secret from third parties.
4. The registration shall only be valid if correct data are provided and these Terms and Conditions are accepted. Personal details are provided on a voluntary basis, but are necessary to use the NOWY DWÓR MAZOWIECKI CITY BIKE System.
5. The Operator reserves the right to introduce technical modifications in the user registration and service provision processes.
6. If it is revealed that the Client's use of the NOWY DWÓR MAZOWIECKI CITY BIKE infrastructure does not comply with the Terms and Conditions, the Operator and the

Ordering Party may block the Client's account. In such cases, re-registration shall only be possible if the Operator provides prior consent to doing so.

7. The Operator and the Ordering Party reserve the right to contact the Client for the purposes of performing the Agreement.
8. Personal data, address data and contact data are required during the process of identifying the Client in the NOWY DWÓR MAZOWIECKI CITY BIKE System.

§ 6. 1. Payments for the NOWY DWÓR MAZOWIECKI CITY BIKE System use are made using the BM Online Payment system.

2. The Client pays the initial fee and all fees resulting from the Schedule of Fees and Penalties, through the wallet module in the app.
3. When making the payments, the Client should read and accept the Terms and Conditions relating to the BM Online Payment function.
4. Any claims and complaints from Clients, connected with the provision of payment services, or the operation of the System, shall be directed to the service provider of the System – BLUE MEDIA S.A., with its registered office in Sopot, 81-717 Sopot, ul. Powstańców Warszawy 6, entered in the Register of Entrepreneurs kept by the District Court Gdańsk-Północ in Gdańsk, the 8th Commercial Division of the National Court Register under KRS number 0000320590, NIP [Tax ID]: 585-13-51-185, REGON [business registry number]: 191781561, share capital PLN 2,000,000.

§ 7. 1. Renting a bicycle is allowed when the Client has an active account and has paid the initial fee.

2. The fee is charged for the rental/reservation time, including stopovers in accordance with the Schedule of Fees and Penalties until a correct End of rental. If the funds on the Client's account are insufficient, the Client is not required to stop the rental, but the resulting difference (underpayment) must be paid within 7 days. If it is not paid within the indicated deadline, the Operator shall initiate a procedure to collect the amount due.
3. The rental is activated after launching the app on a mobile device and scanning the QR code on the handlebar or on the ROOVEE LOCK CONTROL device, by contacting the Customer Service, stating the telephone number, Telecode and the number of the rented bicycle. It is also possible to rent a bicycle using an SMS, by sending the "start_bicycle number" message, e.g. "start 1627629", to +48539569930. After the QR code has been correctly scanned, or after telling the correct details to the Customer Service officer/via SMS, the app releases the ROOVEE LOCK CONTROL. Rental time, charged in accordance with the Schedule of Fees and Penalties, begins when ROOVEE LOCK CONTROL is released.
4. Pursuant to § 4 (4) the Client shall verify the technical condition of the bicycle before starting to ride. If any damage is found, the Client should immediately report the issue via the Mobile App, using the "Report a problem" option, also to desist of Bicycle rental. The Client is responsible for any potential damage resulting from riding a damaged bicycle.
5. Before placing the mobile phone in the phone holder, the Client is obliged to check the technical condition of the holder and the completeness of its elements. The phone holder consists of a plastic base fixed rigidly to the bicycle with double clamping, QR code and rubber bands securing the phone from both sides. If any of the elements of the holder are missing or it is otherwise damaged, the Client shall promptly notify the Customer Service of this defect by phone, e-mail or Mobile App, and refrain from using the holder. By placing his/her phone in the holder, the Client shall be responsible for his/her phone carried in such a manner, and shall waive his/her right to claims for any resulting damage.
6. The basket installed in front of the standard and tandem bicycles is designed and adapted to carry lightweight items. The maximum load handled by the basket is 5 kg.

The Client is responsible for any damage resulting from the inappropriate use of the basket, as well as damage to, and loss of, the items transported in the basket.

7. The luggage carrier in the Cargo bicycle installed in front of the bicycle is designed and adapted to transport items and children weighing up to 80 kg. The carried items and children must be secured with safety belts. The Client is responsible for any damage resulting from the inappropriate use of the luggage carrier, as well as damage to and loss of the items transported in the luggage carrier.
8. The maximum load handled by the standard bicycle is 120 kg.
9. The standard, cargo and children's bicycles are designed to be used by 1 person only.
10. The tandem bicycle is designed to be used by 2 persons.
11. In the case of any problems with bicycle rental the user shall promptly contact the Customer Service.
12. No fee is charged for returning the bicycle to the NOWY DWÓR MAZOWIECKI CITY BIKE Park Zone.
13. If the bicycle is returned outside the NOWY DWÓR MAZOWIECKI CITY BIKE Park Zone, the Client shall pay an additional fee in accordance with the Schedule of Fees and Penalties.
14. If the bicycle is left up to 20 km outside the area of operation of the NOWY DWÓR MAZOWIECKI CITY BIKE System, the Client shall pay an additional fee in accordance with the Schedule of Fees and Penalties. Should the said distance be exceeded, the Client shall pay a penalty in accordance with the Schedule of Fees and Penalties. For any damage, or theft of the bicycle, If the bike is left outside the area of operation of the NOWY DWÓR MAZOWIECKI CITY BIKE System, the Client is responsible For any damage, or theft of the bicycle to the full amount.
15. Returning the bicycle means closing the ROOVEE LOCK CONTROL device and leaving the bicycle in the area of operation of the NOWY DWÓR MAZOWIECKI CITY BIKE System, in a public place, excluding underground car parks, tunnels, garages, closed cemeteries, forests, and parks. In particular, it is not allowed to return or store bicycles inside buildings, on private property, in basements, tunnels or cars. The bicycle must rest on the stand. It is not allowed to leave the bicycle lying. It is also not allowed to leave the bicycle resting on a post, tree or a building.
16. If the ROOVEE LOCK CONTROL cannot be closed, the Client must contact the Customer Service immediately. In the case of non-report, the Client is responsible for any possible damage or theft of the bicycle, to the full amount.
17. Should the bicycle be incorrectly returned, particularly without closing the ROOVEE LOCK CONTROL, or left in a prohibited place, the Client shall pay a fee in accordance with the Schedule of Fees and Penalties. The Client bears full responsibility for the incorrectly returned bike, until the ROOVEE LOCK CONTROL device is properly closed or the bicycle is parked in a place that is allowed within the area of operation of the NOWY DWÓR MAZOWIECKI CITY BIKE System.
18. If an accident or collision occurs during the use of the rented bicycle, the Client shall prepare an appropriate report regarding the incident or call the Police. The Client shall immediately notify the Operator of such situations.

- § 8.**
1. The Client shall immediately report any problems with the bicycle via the app, using the "Report a problem" module or by contacting the Customer Service directly. In the case of non-report, the Client may be charged for subsequent costs of repair.
 2. The Client is not authorised to perform any repairs or make any modifications to the rented vehicle. The only entity authorised to do so is the Operator.
 3. It is recommended that the Client should be able to contact the Customer Service (by phone or email) during the use of the rented bicycle.

- § 9.**
1. All fees are charged in accordance with the Schedule of Fees and Penalties, which, pursuant to the provisions of these Terms and Conditions, forms Appendix 2.
 2. The fees for the use of the rented bicycle vary, and depend on the rental/pause time.

3. The basis for charging the fee is the number of minutes of rental, calculated from the time the bicycle is rented out to the time of End of rental.
4. If the fees to be paid for the ride are higher than the funds available on the Client's account, in accordance with the provisions of § 7 (2) hereof, the Client shall add funds to the account to achieve a balance at least allowing the payment within 7 days.
5. No fees paid to the Operator's account during the term of the Agreement shall be refundable.

§ 10. 1. A complaint is defined as the Client's e-mail message sent to bok@roove.eu requesting the refund of a fee, due to the non-performance or improper performance of the Rental Service by the Operator, or the return of the charged additional fee, including processing fee, within a maximum of 14 days from the incident being the subject of the complaint.

2. Complaints shall be processed immediately, but no later than within 21 days from the day of their receipt or supplementation. If the complaint needs to be supplemented, this period shall begin on the day of the serving of all supplementary documents, explanations etc. If supplementation is necessary, the Operator shall indicate the scope of the documentation to be supplemented.
3. The Client shall receive an appropriate reply to the email address provided during registration or indicated in the complaint.
4. The complaint must contain the Client's full name, e-mail address, mobile phone number, a detailed description of the situation, and any information (evidence) confirming the occurrence of the described situation.
5. If there are no identification data, such as the full name, email address or phone number, the Operator shall not process the complaint.
6. Submitting a complaint does not release the Client from performing his/her obligations towards the Operator.
7. The complaint procedure involves identifying the problem, performing a detailed analysis of its validity, and issuing a decision.
8. The Client can appeal against the decision issued by the Operator within 14 days from receiving the decision. Appeals should also be sent to ul. Ryżowa 33a/7, 02-495 Warsaw. Appeals shall be considered within 21 days from their receipt. The Client has the right to apply for reconsideration of the case which is the subject of the decision issued as a result of the complaint, or appeal against it to the City Hall in Nowy Dwór Mazowiecki, Zakroczyńska 30, 05-100 Nowy Dwór Mazowiecki.
9. After exhausting the complaint procedure, the Client shall have the right to seek compensation in court for the non-performance or improper performance of the Service.
10. The Operator shall be responsible for the non-performance or improper performance of the service in relation to actual loss sustained and shall not take into account the loss of profits.
11. For complaints resolved in favour of the Client, the refund will be provided to the Client's account in the Roovee system within 14 days from the Client's being notified of the decision.

§ 11. 1. The Client has the right to withdraw from the Agreement within 14 days without stating the reason for this decision. This time limit is considered to have been observed if the Client submits an appropriate statement setting out his/her decision to withdraw from the agreement to bok@roove.eu before its expiration.

2. The Client shall not be entitled to withdraw from the agreement after the performance thereof.
3. The Client shall have the right to terminate the Agreement at any time during the term thereof. The termination notice should be sent to bok@roove.eu. Termination of the agreement shall take place within 14 days of the receipt of the notice of

termination. Before giving notice, the Client is obliged to settle his/her balance on the settlement account to a balance equalling PLN 0.00.

4. If on the day of termination of the Agreement the balance exceeds PLN 0.00, the balance amount will be returned to the bank account number provided by the Client. The refund will be provided within 21 days from the date of terminating the Agreement.

§ 12.1. The Controller of Personal Data processed within the ROOVEE System is ROOVEE S.A., with its registered office at ul. Ryzowa 33a/7, 02-495 Warsaw.

2. The Data Controller has appointed a Data Protection Officer whom you can contact at iod@roovee.eu.
3. The Data Controller shall process the personal data in accordance with the law in force, including in particular Regulation on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (The General Data Protection Regulation), the Polish Act of 10 May 2018 on the Protection of Personal Data (Journal of Laws of 2018, item 1000), and the provisions of the Agreement, and with due diligence observed.
4. The Data Controller shall apply the appropriate technical and organisational measures to protect personal data from being disclosed to, or collected by, unauthorised parties, and from the unlawful processing, loss, damage, or destruction of the data.
5. Personal data shall be processed in order to implement the Agreement (pursuant to Article 6(1)(b) of Regulation 2016/679), respond to queries and requests, and provide technical assistance, and the grounds for such processing shall be the legitimate interests of the Controller (pursuant to Article 6 (f) of Regulation 2016/679). Data on the location of a device shall be processed to provide the user with information on bicycle rental stands, and to display the route to the nearest available bicycle on the basis of the consent (pursuant to Article 6(1)(a) of Regulation 2016/679) for the purpose of establishing or, where appropriate, exercising/defending legal claims (pursuant to Article 6(f) of Regulation 2016/679).
6. The Data Controller hereby informs you that your personal data will be stored for a period necessary to implement the Agreement, or for the duration of the legitimate interests of the Controller, and, upon the expiry of such a period, for the purposes and duration required by the applicable laws, or to secure legal claims, if any.
7. The Data Controller hereby informs you that any data processed on the basis of the consent shall be processed until the said consent is revoked, and afterwards for the purposes, duration, and to the extent required by the laws in force, or to secure legal claims, if any.
8. In connection with data processing, the Data Controller hereby informs you that you have the right to access, rectify or erase your data, and to revoke your consent voluntarily and at any time, as well as to restrict the data processing, or to transfer data.
9. Furthermore, you have the right to object to the processing of your personal data on the grounds of a legitimate interest of the Controller.
10. You have the right to lodge a complaint with a supervisory authority if, in your opinion, the data processing is infringing the provisions of Regulation 2016/679.
11. The provision of data is voluntary but it constitutes a condition for the conclusion and implementation of the agreement. Your refusal to provide your personal data will render the conclusion and performance of the agreement impossible.
12. The recipients of data shall be entities which manage computer systems, and provide accounting and legal services, as well as any institutions and entities authorised under the laws in force.
13. Your data shall not be subject to automated decision-making and/or profiling. Your data shall not be transferred to any third countries.

14. For information on the processing of personal data of which you are the subject, please contact the Personal Data Protection Officer email: iod@roovee.eu.

Chapter 3

Final provisions

- § 13.** 1. In any matters not covered by these Terms and Conditions, the provisions of the law in force shall apply.
2. By accepting these Terms and Conditions, as well as by renting a bicycle, you confirm that your state of health allows you to use the bicycle safely, and that you can ride bicycles, and are familiar with the Traffic Code.
3. The Operator reserves the right to terminate the Agreement subject to a 7-day notice period, in particular where the Client has provided incorrect data on registration, is delaying on payments, is not abiding by the Terms and Conditions, or has stolen or damaged a bicycle.
4. The Operator reserves the right to amend the provisions of these Terms and Conditions, and any such amendment shall be communicated in an e-mail sent to the address which the Client has provided on registration, and/or via a notification in the mobile app. If, within 7 days of being notified, the Client fails to respond back declaring his/her nonacceptance of the amendment, it shall be deemed accepted by the Client.

§ 14. Appendices to the Terms and Conditions: Appendix 1 Park zones and the area of operation of the NOWY DWÓR MAZOWIECKI CITY BIKE System, Appendix 2 Schedule of Fees and Penalties, Appendix 3 Declaration by the Parent/Legal Guardian, Appendix 4 Complaint Form, and Appendix 5 Refund Form shall read as stated in the appendices hereto.

§ 15. The implementation of this Resolution shall be entrusted to the Mayor of Nowy Dwór Mazowiecki.

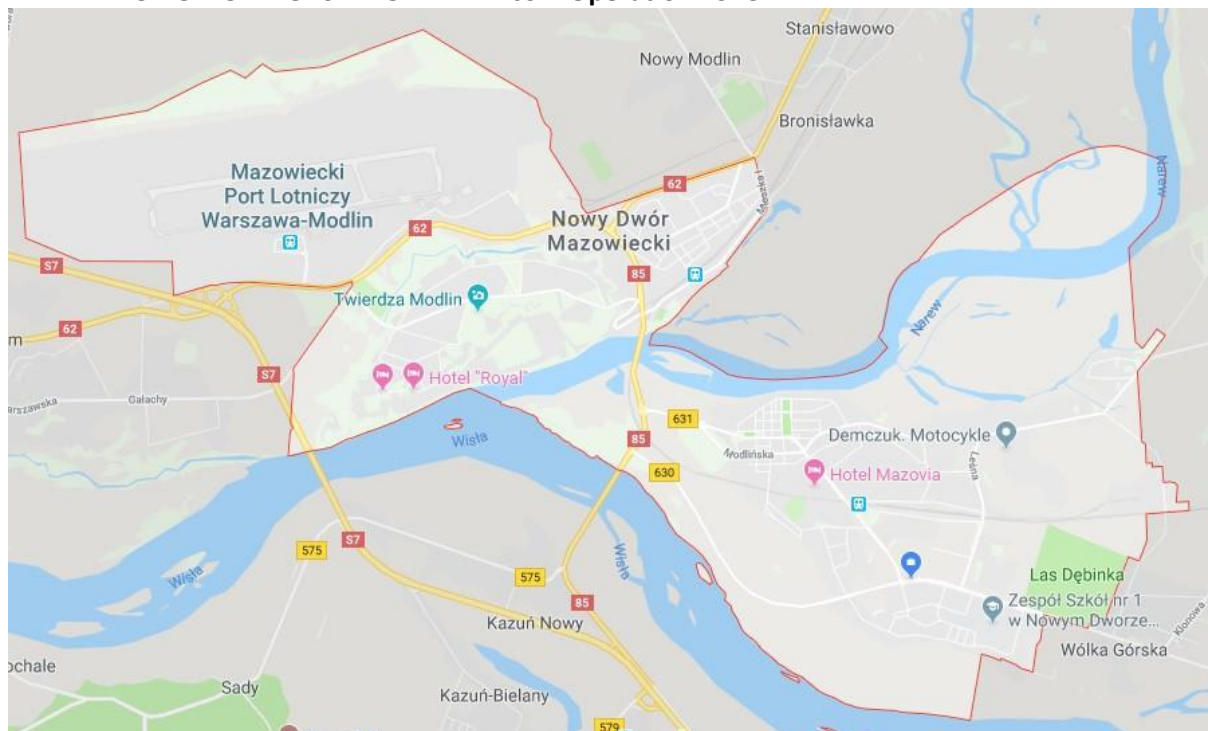
§ 16. This Resolution shall enter into force after 14 days from it being announced in the Official Journal of Mazowieckie Voivodeship.

Appendix 1 The NOWODWORSKI ROWER MIEJSKI System Operation Zone

I. NOWODWORSKI ROWER MIEJSKI-ROOVEE PARK areas

1. ROOVEE-PARK AREA 29 Listopada street – „Twierdza Modlin Centrum”
2. ROOVEE-PARK AREA Ledóchowskiego street – „Centrum Informacji Turystycznej”
3. ROOVEE-PARK AREA Parkuj i Jedź Kolejowa street – „Stacja kolejowa Modlin”
4. ROOVEE-PARK AREA Zakroczymskiej street – „Centrum miasta”
5. ROOVEE-PARK AREA Harcerska street - „Starostwo Powiatowe”
6. ROOVEE-PARK AREA Bohaterów Modlina/Sempołowskiej street – „Osiedle Pólko”
7. ROOVEE-PARK AREA Wojska Polskiego/Okulickieg street- – „Osiedle Młodych - Okulickiego”
8. ROOVEE-PARK AREA Młodzieżowa street/ZS1 – „Osiedle Młodych – Młodzieżowa”
9. ROOVEE-PARK AREA Dębowa street/SP im. Einsteina – „Dębowa”
10. ROOVEE-PARK AREA Modlińska/Słowackiego street – „Modlińska”
11. ROOVEE-PARK AREA Sportowa street/NOSiR – „NOSiR”
12. ROOVEE-PARK AREA Morawicza street – „Stacja kolejowa Nowy Dwór Mazowiecki”

II. The NOWODWORSKI ROWER MIEJSKI Operation Zone



Appendix 2. Table of Fees and Penalties

Item	Name	Gross amount
1.	Deposit	10.00 PLN
2.	The minimum account balance allowing a bicycle ride	3.00 PLN
3.	One minute of ride (over first 30 minutes)	0.05 PLN
4.	Fee for 1 minute of stopover/pause (over first 30 minutes)	0.05 PLN
5.	Fee for leaving the bike outside the NOWODWORSKI ROWER MIEJSKI-ROOVEE PARK area	2.00.00 PLN
6.	Bonus for returning the bicycle from outside the NOWODWORSKI ROWER MIEJSKI-ROOVEE PARK zone back to the zone	1.50 PLN
7.	Fee for leaving the bicycle up to 20 km outside the NOWODWORSKI ROWER MIEJSKI System zone	200.00.00 PLN
8.	Fee for leaving the bicycle over 20 km outside the NOWODWORSKI ROWER MIEJSKI System zone	2500.00 PLN
9.	Fee for leaving the bicycle in a non-public places, areas (including garages, tunnels, private properties, closed cemeteries, basements, buildings, cars, forests, parks)	100.00 PLN
Fees for the damage of theft of individual NOWODWORSKI ROWER MIEJSKI components		
1	Frame	400.00 PLN
2	Dynamo	200.00 PLN
3	Front light	50.00 PLN
4	Rear light	50.00 PLN
5	ROOVEE LOCK CONTROL	500.00 PLN
6	Handlebars	100.00 PLN
7	Bell	20.00 PLN
8	Pedal	50.00 PLN
9	Basket	100.00 PLN
10	Tyre	200.00 PLN
11	Rim	200.00 PLN
12	Spoke	1.00 PLN
13	Saddle	150.00 PLN
14	Saddle pillar	80.00 PLN
15	Mudguard	50.00 PLN
16	Cables, connectors	50.00 PLN
17	Kickstand	100.00 PLN
18	Wheel hub	150.00 PLN
19	Fork	150.00 PLN

20	Grips	20.00 PLN
21	Shifters	80.00 PLN
22	Brake lever	40.00 PLN
23	Chainset	40.00 PLN
24	Phone holder	50.00 PLN

Appendix 3. Declaration by the Parent/Legal Guardian

Declaration (by the parent/legal guardian)

I, the undersigned, hereby give my consent for my child (minor)

.....
.....

Full name of the child

.....
.....

Full name of the guardian

.....
.....

Telephone number of the guardian

.....
.....

E-mail address of the guardian

to conclude an agreement with ROOVEE S.A. for the use of the ROOVEE System.

I accept the Terms and Conditions, and declare that I assume full responsibility for any potential damage caused, in particular in connection with the minor's non-compliance with the Terms and Conditions, and that I shall cover all the current liabilities specified in the Table of Fees and Penalties. I shall also provide funds for my child's (minor's) account in the ROOVEE System via the mobile app.

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

Appendix 4. Complaint Form

Complaint

..... (Full name) (telephone number)

I am submitting a complaint regarding the rental of bicycle number / from

.....

.....

(name of the zone, detailed address)

I rented the bicycle via the mobile app at (hour)....., and

returned it at (hour) in the zone

..... or outside the zone

.....

.....

The total ride/rental/pause/stopover time was I do not agree with the charged amount of, because

.....

.....

.....

(Reason for the complaint)

Appendix 5. Refund form

Refund

..... (Full name) (telephone
number) (e-mail address)

I hereby apply for the refund of the initial fee paid on transaction ID
.....