

REGULATIONS FOR THE URBAN BICYCLE SYSTEM

OLEŚNICA CITY BIKE OL-BIKE

I. PRELIMINARY PROVISIONS

1. These regulations specify the conditions and rules for the use of OLEŚNICKI **ROWER MIEJSKI OL-BIKE** system by the Customers, which operates on the territory of the City of Oleśnica according to Appendix No. 1 to the Regulations.
2. These Terms and Conditions are available on the website <https://olbike.pl> and on the dedicated ROOVEE application. The document can also be obtained free of charge upon written request to the Operator.
3. The operator of the **OLEŚNICKI ROWER MIEJSKI OL-BIKE** system is ROOVEE S.A, based in Warsaw, 33a/7 Ryżowa Street, 02-495 Warsaw (hereinafter referred to as "**Operator**"). The Operator provides services related to the operation of the **OL-BIKE** system in the city of **Oleśnica**. The Operator can be contacted through a dedicated customer service office available by phone at 22 300 51 19, by email at: bok@roovee.eu and in the mobile application.
4. By using the **OLEŚNICKI ROWER MIEJSKI OL-BIKE** system the Customer confirms that he/she is familiar with the content of the Regulations and accepts their provisions and undertakes to comply with them.

II. DEFINITIONS

1. **OLEŚNICKI ROWER MIEJSKI OL-BIKE** system - self-service bicycle rental system consisting of bicycles, software, **OL-BIKE** station areas, ROOVEE mobile application and ROOVEE LOCK CONTROL.
2. **Mobile** application - an application distributed by ROOVEE S.A., which is a digital Content, designed to be installed on mobile devices with Android, iOS or HarmonyOS system allowing, among others, to rent and return the bicycle and to make the payment for the rental/trip according to the Table of Fees and Penalties, which is enclosed as Attachment No. 2 to the Rules.
3. **Electronic address (email address)** - a designation of an ICT system that enables communication by electronic means, in particular email.
4. **Update** - means an update to a digital service or digital content.
5. **ROOVEE Customer Service or BOK** - a service for receiving requests concerning the **OL-BIKE** system, by phone at 22 300 51 19, 7 days a week 24 hours a day (during the period of operation of the **OL-BIKE system**), and by email at: bok@roovee.eu or via the mobile application.
6. **Bonus** - an amount determined according to the Table of Fees and Penalties, which is charged automatically after the trip in the application when renting a bike not in the return zone and returning it to the return station (completion of the trip). The bonus can only be used for **OL-BIKE rides**, no other equivalent (including cash) is available.
7. **Riding/rental time** - the time counted from the rental to the return of the **OL-BIKE**.
8. **Working days** - days from Monday to Friday excluding public holidays.
9. **The Customer's account is suspended, the** Customer is contacted, and the Customer's Account is called up for payment when the Customer's account is insufficient to cover the costs arising from the use of the **OL-BIKE System**. In particular, these actions may include the suspension of the account, contacting the Customer, calling for the payment of the amount due when the funds in the Customer's Account do not cover the costs arising from the use of the System by the



Customer. If the Customer does not voluntarily settle the amount due, it will also be enforced. All cases of theft and destruction of **OL-BIKE System** property will also be reported to the competent authorities.

10. **Customer ID** - a personal set of characters in numerical form, which is also the telephone number given during registration. The identifier is necessary when authorising the rental and return of the bicycle and when contacting the Customer Service.
11. **Consumer** - means a natural person making a legal transaction with the Operator which is not directly related to his/her economic or professional activity
12. **Customer - a** natural person with limited or full legal capacity who intends to or has concluded a contract for the provision of electronic services or a contract for the use of the **OL-BIKE** system.
13. **Highway Code** - means the **Road** Traffic Act of 20 June 1997 (Journal of Laws 1997 No. 98, item 602).
14. **Materials** - Digital Content and Digital Services to the extent of the description provided in the Mobile Application. The Digital Services will also constitute electronic services within the meaning of the e.m.d.e.
15. **Initial deposit** - a one-off deposit allowing you to use the **OLEŚNICKI ROWER MIEJSKI OL-BIKE** system. The minimum balance on the account is defined in the Table of Fees and Penalties. The initial payment minus the used funds can be withdrawn to your account at any time during the use of the service.
16. **OL-BIKE system operation area** - the designated area where the **OL-BIKE OLEŚNICKI ROWER MIEJSKI** system operates. The designated area can be viewed by the Customer in the mobile application and on the website <https://olbike.pl>.
17. **OLEŚNICKI ROWER MIEJSKI OL-BIKE station area** - a designated and marked area where the user can rent or return a rented bicycle. Information about the bicycle stations can be found in Appendix 1, the ROOVEE Mobile Application and at <https://olbike.pl>.
18. **Operator** - ROOVEE S.A., ul. Ryżowa 33A/7, 02-495 Warsaw.
19. **Fee paid** - the fee which has been charged for the rental of the bicycle in accordance with the Table of Fees and Penalties and collected from the customer's account.
20. **Handling fee** - a fee, which is charged at the time of incurring additional costs related to the incorrect return of the bicycle by the customer, which is calculated according to the Table of charges and penalties, from which the customer is entitled to submit a complaint.
21. **Additional Charge** - a charge levied when an action against the Regulations of the **OLEŚNICKI ROWER MIEJSKI OL-BIKE** system according to the Table of Charges and Penalties is found, including leaving the bike in an unauthorised place, destruction or theft of the bike or any part of the infrastructure belonging to the **Olesnica Municipality Office**. The Customer has the right to lodge a complaint against the extra charge.
22. **Online payment Autopay** - Autopay payment system, by means of which the Customer can make payments in the **OLEŚNICKI ROWER MIEJSKI OL-BIKE system**. The operator of the Autopay system is Autopay S.A. with its registered office in Sopot, 81-717 Sopot, ul. Powstańców Warszawy 6, registered in the Register of Entrepreneurs kept by the District Court Gdańsk-Północ in Gdańsk, VIII Commercial Division of the National Court Register under KRS number 0000320590, NIP: 585-13-51-185, REGON: 191781561.
23. **Stop/pause** - stopping the ride in the Mobile Application by the **OL-BIKE** user and by manually closing the ROOVEE LOCK CONTROL.
24. **Customer's account** - the Customer's individual account in the **OL-BIKE** system, where credit and debit transactions for the use of the system are carried out in accordance with the Table of Fees and Charges.
25. **Regulations** - these regulations, which define the types, scope, terms and conditions of use of the **OL-BIKE system** in **Oleśnica**, as well as the scope of rights, obligations and possible liability of the Operator and the Customer. The acceptance of these Regulations and the fulfilment of all



conditions is a prerequisite for the use of the **OL-BIKE system** in **Olesnica** (including **OL-BIKE** rental), and is also a prerequisite for the registration process in the **OL-BIKE system**. The Customer enters into a contract with the Operator upon acceptance of the Regulations and fulfilment of the additional conditions specified in the Regulations.

26. **Booking** - the booking of a selected **OL-BIKE** available on the Mobile Application by the Customer under the terms of the Regulations.
27. **RODO** - means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (OJ EU L of 4 May 2016).
28. **ROOVEE LOCK CONTROL** - a bicycle security device (equipped with ROOVEE electronic module) implementing the process of: renting and returning the bicycle, controlling the lighting on the bicycle, and monitoring the position of the bicycle (GPS, accelerometer).
29. **PNPK** - means a natural person, running a sole proprietorship, concluding a direct contract with the **Operator**, when its content shows that it does not have a professional character for him/her, resulting in particular from the subject of the performed business activity made available on the basis of the provisions on the Central Register and Information on Business Activity.
30. **Bicycle return zone** - a designated area for returning bicycles, the designated areas can be consulted by the customer on the mobile application and on the website <https://olbike.pl>.
31. **Rack** - a component of an **OL-BIKE** station, used to park **OL-BIKE** bikes.
32. **Means of electronic communication** - technical solutions, including ICT devices and cooperating software tools enabling individual communication at a distance using data transmission between ICT systems, and in particular electronic mail.
33. **ICT systems** - means a set of cooperating IT devices and software, ensuring the processing and storage, as well as sending and receiving data via telecommunication networks by means of a telecommunication terminal device appropriate for a given type of network, within the meaning of the Act of 16 July 2004, - Telecommunications Law.
34. **Table of Fees and Penalties** - the price list of services, fees and penalties of the **OL-BIKE** System applicable to the Customer, which is attached as Annex 2 to the Regulations and available on the website <https://olbike.pl>.
35. **Telecode** - a four-digit number that allows you to rent a bike without using the Mobile Application.
36. **Information totem** - part of the **OL-BIKE** station.
37. **Digital Content or Digital Content** - data produced and delivered in digital form.
38. **Contract** - a contract concluded between the Customer and the Operator of the **OLEŚNICKI ROWER MIEJSKI OL-BIKE** system, establishing mutual rights and obligations set out in the Regulations. The contract including the provisions of the Regulations is automatically concluded at the moment of the Customer's registration in the **OL-BIKE system and subject to the** Customer's declaration of acceptance of the Regulations and payment of the initial fee.
39. **Electronic Services Agreement** - an agreement pursuant to which the Operator provides Electronic Services to the Customer.
40. **Digital Service or Digital Services** - a service that allows the Customer to produce, store or access digital data and otherwise interact using digital data
41. **u.p.k.** -means the Consumer Rights Act of 30 May 2014,
42. **Electronic Services** - means the free electronic services provided by the Operator to the Customer, in particular:
 - a) account service in the Mobile Application;
 - b) services ensuring the operation of **OL-BIKE**
43. **u.s.u.d.e** - means the Act on Provision of Electronic Services of 18 July 2002,



44. **Bicycle rental** - an operation carried out via the Mobile Application available for download at <https://olbike.pl> using the QR code, located on the bicycle, by means of a Telecode, or by SMS carried out against payment according to the Table of charges and penalties.
45. **The rental is terminated by** manually closing ROOVEE LOCK CONTROL and terminating the ride in the app or, in the case of a rental made by Telecode or SMS, contacting the ROOVEE BOK to confirm the correct termination. The ride must be completed in a public place that is accessible to the public, excluding underground car parks, garages, cellars, tunnels, buildings, forests, parks, other areas that are closed and private properties, in the area where **OL-BIKE OLEŚNICKI ROWER MIEJSKI OL-BIKE** operates.
46. **Employer** - **Municipality of Oleśnica, Rynek - Ratusz, 56-400 Oleśnica.**
47. **Return of the bicycle outside the station area** - return of the bicycle outside the designated areas of **OLBIKE stations**, in a public place, publicly accessible with the exclusion of underground car parks, garages, basements, tunnels, buildings, forests, parks, other areas which are closed and inaccessible to the public and private properties, in the area of operation of the **OL-BIKE OLEŚNICKI ROWER MIEJSKI OL-BIKE**.
48. **Return of the bicycle in the station area** - return of the bicycle in one of the designated areas, i.e.: the **OL-BIKE** station area in the **OLEŚNICKI ROWER MIEJSKI - OLBIKE** operating area.

III. GENERAL TERMS AND CONDITIONS FOR THE USE OF OLEŚNICKI OL-BIKE SYSTEM

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

IV. TECHNICAL CONDITIONS

1. In order to use **OL-BIKE via the** Mobile Application, the Customer must fulfil the following technical conditions together:
 - a) having a phone with permanent access to the Internet; equipped with the Android, iOS or HarmonyOS operating system in the version specified in the shop for the operating system;
 - b) installation, on the device referred to in point a), of the Mobile Application;
 - c) to have an active electronic address (email address) during the period of conclusion and performance of the Agreement or the Agreement for the Provision of Electronic Services to be able to receive and send messages by means of electrical communication in the form of electronic mail;
 - d) having an active mobile telephone number during the period of conclusion and performance of the Agreement or the Electronic Services Agreement;



Oleśnica

2. The operator provides the latest version of the Mobile Application on the Android, iOS and HadmonyOS operating systems so that the application works correctly, the latest available version must always be installed.
3. When registering and using **OL-BIKE**, the Customer is obliged to keep the password and login secret and not to make them available to third parties.

V. CONCLUSION OF THE CONTRACT

1. The conclusion of the Agreement requires that the following requirements are met by the Customer:
 - a) downloading the Mobile Application and registering an account;
 - b) registering in the **OL-BIKE** system via the Mobile Application or the website <https://olbike.pl>;
 - c) to provide the required and correct personal data, i.e. your real name, e-mail address and mobile phone number for further authorisation;
 - d) acceptance of the conditions set out in the Terms and Conditions;
 - e) payment of the initial fee indicated in the Table of Fees and Penalties;
 - f) having the ability to ride a bicycle;
2. The Contract shall be concluded when all the conditions set out in paragraph 1 above have been fulfilled together.
3. In order to access the Materials, it is necessary to have an account.
4. In the case of incorrect data provided by the Customer, **the Operator** may block the Customer's account, which will prevent the use of the **OL-BIKE** system

VI. CONCLUSION OF THE E-SERVICE CONTRACT

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

VII. ELECTRONIC SERVICES

1. The Operator provides the Electronic Service "accounts" to the Customer.
2. The Customer can independently create an account in the Mobile Application during registration. The Customer will receive a first password from the Operator at the email address provided, which must be changed immediately upon receipt.
3. The Operator shall take measures to ensure the proper functioning of **OL-BIKE** and the Mobile Application, the Customer shall immediately inform the Operator of any malfunction of **OL-BIKE** and the Mobile Application.
4. The Operator may carry out technical, maintenance and development work on the Website, in particular by adding, changing or deleting functionalities of **OL-BIKE** and the Mobile Application,



VIII. GENERAL CONDITIONS OF RENTING BIKES IN *OL-BIKE*

1. The customer rents the bicycle from the **OPERATOR** on the terms and conditions specified in the Rules. The customer undertakes to abide by the terms and conditions of the Regulations, in particular to pay the fees in accordance with the Table of Fees and Penalties, to use the bicycle in accordance with these Regulations and to report defects via the application or by e-mail at bok@roovee.eu.
2. The customer, in order to use **OL-BIKE**, should have the ability to ride a bicycle and should be familiar with the regulations of the Highway Code as far as cycling is concerned and should be in a state of health which allows for the safe use of the bicycle.
3. From the time of hire of the bicycle until the end of the rental, the customer is solely responsible for the bicycle.
4. In the event of a theft of the bicycle during the rental, the customer is obliged to immediately notify the Customer Service at 22 300 51 19 and to immediately report this fact to the nearest police station.
5. In the event of inadequate security of the rented bicycle, the Customer shall be financially liable for its theft, in particular if he/she fails to lock the ROOVEE LOCK CONTROL manually or if he/she leaves the bicycle in underground car parks, garages, cellars, tunnels, buildings, forests, parks, other areas which are locked and inaccessible to the public and private properties, in the area of operation of the **OLEŚNICKI ROWER MIEJSKI OL-BIKE**.
6. The customer may rent a maximum of **5 bikes** at the same time. If the customer rents **5 bicycles**, he shall be fully responsible for all the bicycles he rents.
7. **The OPERATOR** allows the customer to fit their own bicycle seat to the **OL-BIKE**. The customer bears the sole responsibility for the assembly and any possible damage resulting from the assembly and use of the bike seat. Before mounting the bicycle the customer should carefully check the technical condition of the bicycle, in particular the **SEAT ON WHICH THE SEAT IS MOUNTED**.
8. Minors, i.e. persons who are at least 13 years of age and under 18 years of age or other persons who have limited legal capacity, must provide **the Operator with** a written consent of a parent (legal guardian) or statutory representative to enter into the Agreement, together with the relevant declaration constituting Appendix 3 to the Terms and Conditions on assuming liability for any damage, in particular in connection with non-performance or improper performance of the Agreement. Both the consent and the statements must contain the handwritten signature of the person making the relevant statements and contact details of the parent/legal guardian, including a telephone number. The Operator reserves the right to verify the statements, including contacting the persons signing the document. The declaration must be delivered in electronic form (scan) to the following address: bok@roovee.eu. Upon positive verification, the Agreement is deemed to have been concluded and from that time the minor has access to the Mobile Application and may use its functionalities.
9. The Operator shall not be liable for the provision of false data by persons of limited legal capacity.
10. The customer may use the rented bicycle on the territory of the City of **Olesnica** in the area, which is defined in Annex No. 1 to these Regulations. The area can also be consulted on the website <https://olbike.pl> and in the mobile application.
11. The stop/pause is included in the rental time and is added to the final fee in accordance with the Table of Fees and Penalties.
12. Booking a bicycle is voluntary and allows the customer to reserve the bicycle of his/her choice. The reservation lasts 10 minutes and is not included in the rental time of the bicycle. If the bicycle is not rented within 10 minutes of the booking, the booking is released automatically. The



reservation is free of charge. The system operator may limit the number of reservations made in a row and also introduce a time after the end of the reservation, during which it will not be possible to start a new reservation.

13. If it is found that the Customer uses the **OL-BIKE** infrastructure in a manner inconsistent with the Regulations, the Operator may block his/her account. In such a situation, the re-registration can be made only with the prior consent of the **Operator**.
14. **The Operator** reserves the right to contact the Customer for the purpose of fulfilling the Contract.

IX. CUSTOMER LIABILITY AND PROHIBITED CONDUCT

1. The customer is responsible for using the bicycle in accordance with the Terms and Conditions, the intended use of the bicycle and the Highway Code.
2. The customer is obliged to use the bicycles and the application in a manner consistent with their intended use, without interfering with its operation, respecting the personal rights of third parties, and to use any services made available via the Mobile Application only within the scope of permitted use.
3. From the moment the bicycle is rented until the bicycle is properly terminated, the customer is responsible for the bicycle and is obliged to take all reasonable measures to prevent any damage, total destruction and theft of the bicycle.
4. After renting the bicycle, the customer is obliged to verify the technical condition of the bicycle, in case of finding any damage on the bicycle he/she should immediately report the damage by using the option **Report bike damage on the** mobile application and withdraw from the ride and the rental with the damaged bicycle. In the case of the Customer's failure to verify the technical condition of the rented bicycle, the **Operator** is released from any liability for damages incurred by the Customer to the fullest extent permissible within the limits of the applicable law.
5. In the event of a malfunction while using the bicycle, the customer is obliged to report this to ROOVEE Customer Service as soon as possible and to return the bicycle in the -**OLBIKE** Station Area, and in the event that it is not possible to continue the ride, to cease further use of the bicycle and to return the bicycle at the nearest available location in accordance with the rules for termination of the rental and return of the bicycle outside the area.
6. It is forbidden to use bicycles in a manner incompatible with their intended use, in particular:
 - a) exceeding the load capacity of the boot
 - b) use the bicycle for more than the number of persons allowed on the bicycle, the value of which is indicated for the respective type of bicycle
 - c) driving a speeding bicycle up high kerbs,
 - d) use of bicycles outside places of bicycle traffic, including skateparks,
 - e) competitive riding, performing bicycle stunts,
 - f) use of the bicycle at the risk of damaging it,
 - g) changing derailleur gears on a bicycle when standing and in motion with the chain tensioned,
 - h) exceed the load capacity of the bicycle carrier as indicated in the Rules;Additional penalties will be charged for using the bicycles in a manner inconsistent with their intended use in accordance with the Table of Fees and Penalties - appendix no. 2 to the Rules.
7. It is forbidden to use the bikes of the **OL-BIKE** system by persons under the influence of alcohol, intoxicants, any psychoactive substances or substitutes within the meaning of the regulations on counteracting drug addiction, medicines, the intake of which constitutes a contraindication to driving.
8. The customer may only use the bicycles for private use.
9. It is forbidden for the customer to transport bicycles by car or other means of transport, whether public or private.



10. During the rental, the customer bears full responsibility for the bicycles lent or made available to third parties, in particular for any damage and theft, until the rental is correctly terminated.
11. It is prohibited for the Customer to use private security devices (e.g. rope, chain, U-lock, combination locks) which are not part of the **OLEŚNICKI ROWER MIEJSKI OL-BIKE** system. The Operator reserves the right to remove the private security devices used by the Customer, in which case an additional fee may be charged in accordance with the Table of Fees and Penalties attached as Appendix 2 to the Regulations.
12. The customer is obliged to return the rented bicycle in a condition not deteriorated from the state in which he/she decided to rent the bicycle.
13. In the event of any problems returning the bicycle, the customer must contact Customer Service immediately.
14. In the event of an incorrect return, in particular by not locking the ROOVEE LOCK CONTROL or by returning the bicycle in an unauthorised place, the customer will be charged for any further rental and will be held fully responsible for the theft or damage to the bicycle.
15. The Customer shall be liable for any potential damage resulting from the non-performance or improper performance of the Contract up to the full amount.
16. The customer is obliged to cover all fines, penalties and fees imposed on him/her in connection with the use of the bicycle contrary to the applicable legislation and the Rules.
17. In the event of damage to the infrastructure of the **OL-BIKE** system (bicycles, stands, information boards) the customer will be obliged to cover all repair costs. The Customer will be issued with a bill or VAT invoice for the relevant repair in accordance with the Table of Charges and Penalties. The Customer agrees to charge money for the damage from his/her available funds in the Mobile Application.
18. In the event of intentional destruction or damage to the **OLBIKE** system infrastructure, a report will be filed with the law enforcement authorities and the person who caused the damage will be obliged to pay all costs for the damage or destruction.
19. In the event of non-payment of the amount due, **the Operator** reserves the right to take appropriate legal action against the Customer to obtain payment for the Agreement performed, resulting in the blocking of the Account until the amount due is paid. The Operator has the right to charge statutory interest for late payment on overdue amounts from the due date until the date of actual payment in full.

X. METHODS OF PAYMENT

1. The fees to be paid by the Customer **to the Operator** for the performance of the Agreement are set out in the Table of Fees and Penalties.
2. Payments for the use of the **OL-BIKE** system are made using Autopay Online Payments.
3. The client pays the initial fee and any charges under the Table of Fees and Penalties via the wallet module in the app.
4. When making a payment, the Customer shall read and accept the terms and conditions relating to Autopay's Online Payment function.
5. Any claims and complaints of the Customers relating to the provision of payment services or the operation of the system shall be addressed to the service provider of the system-Autopay S.A. with its registered office in Sopot, 81-717 Sopot ul. Powstańców Warszawy 6, registered in the register of entrepreneurs kept at the District Court Gdańsk-Północ in Gdańsk, VIII Commercial Division of the National Court Register under KRS no. 0000320590, NIP no.: 585-13-51-185, REGON no.: 191781561, share capital 2 000 000 zł.
6. At the request of the Customer, the Operator will issue a VAT invoice to the Customer, if the Customer wishes to receive an invoice, he should contact the e-mail address bok@roovee.eu.



XI. RENTAL AND RETURN OF THE BICYCLE

1. Bicycle rental is possible if the customer has an active account and has made an initial payment.
2. The rental time including Standstill/Pause will be charged according to the Table of Charges and Penalties until the rental is correctly terminated. If insufficient funds are available on the account, the client does not have to terminate the rental, but is obliged to pay the difference (underpayment) within 7 days. If the payment is not made within the specified period, a procedure will be initiated to obtain the amount due from the Operator.
3. The rental is made by activating the application on the mobile device and scanning the QR code, which is located on the handlebars and the ROOVEE LOCK CONTROL device, or by contacting the Customer Service and providing the telephone number, Telecode and the number of the bicycle to be rented. It is also possible to rent a bicycle via SMS by sending a message with the text "start bicycle number", e.g. "start 1627629", to the telephone number +48 500 70 70 70. After correct scanning of the QR code via the application or by providing the correct data to the Customer Service consultant or by using the rental option via SMS, ROOVEE LOCK CONTROL is unlocked.
4. From the moment ROOVEE LOCK CONTROL is unlocked, time is charged for the rental of the bicycle in accordance with the Table of Fees and Penalties.
5. In accordance with the provisions of Chapter IX, point 4, the Customer is obliged to verify the technical condition of the bicycle before the ride. In the case of damage to the bicycle the Customer shall immediately report the defect via the Mobile Application using the option **Report a bike defect** or by contacting the **ROOVEE BOK** and shall refrain from using (riding) and thus renting the bicycle. The Customer shall be responsible for any possible damage resulting from riding a defective bicycle.
6. It is not recommended to use the Stop/Pause option outside the operating area of the system. This may result in difficulty in renting the bike again.
7. Before placing the mobile phone in the phone holder, the customer must check the technical condition of the holder and the completeness of its components. The holder consists of a plastic base rigidly attached to the bicycle on a double clamp, a QR code and rubber bands securing the phone on both sides. In case any of the components are missing or the holder is otherwise damaged, the customer is obliged to immediately report the fault to Customer Service by phone, e-mail or using the mobile application and refrain from using the holder. The Customer placing the phone in the cradle despite the absence of any component or other damage to the cradle shall be responsible for the phone thus transported and waives the right to any claim for possible damage to the phone.
8. The basket, which is mounted on the front of the bike, is designed and suitable for carrying lightweight items. The maximum load of the basket is 10kg. The customer is responsible for any damage resulting from improper use of the basket, as well as for damage to and leaving behind items carried in the basket.
9. Standard, electric bicycles are designed for use by 1 person.
10. In the event of any problems with the rental or return of the bicycle, the User should contact the Customer Service immediately.
11. For the return of the bicycle in the area of the **OL-BIKE** station, the customer does not pay an additional fee.
12. If the bicycle is returned outside the **OL-BIKE** station area, the customer will be charged an additional fee of 10.00 PLN.
13. If the bicycle is left outside the **OL-BIKE** operating zone, the customer will be charged a penalty in the amount of:



- up to 15 km - PLN 100.00
- up to 50 km - PLN 500.00
- over 50 km - PLN 5,000.00.

In the event of any damage, damage to or theft of the bicycle, if the bicycle is left outside the **OL-BIKE** operating area, the customer is liable for the full amount.

14. The maximum rental time is 12 hours. A penalty of PLN 200 will be charged to the customer for exceeding 12 hours of rental.
15. The return of the bicycle should be understood as the return of the bicycle in one of the designated areas, i.e.: the station area or in the **OL-BIKE return area** with the requirements to end the rental in a public place, excluding the following locations: underground car parks, garages, cellars, tunnels, buildings, forests, parks, other areas which are closed and not accessible to the public and private properties, in the area of operation of the **OL-BIKE OLEŚNICKI ROWER MIEJSKI OL-BIKE**. The bicycle must be supported by a foot/leg. It is not permissible to leave the bicycle in a lying position. The bicycle must also not be leaning against a pole, tree or building.
16. The customer is obliged to take a photo of the bike after each ride by using the function in the app "Take a photo".
17. The photograph taken of the bicycle referred to in para. 16 above, must be legible and include the entire rented bicycle. The photo, apart from the indicated bicycle, should not include any other object with distinctive features and should not capture any persons, including in particular the image features of those persons.
18. The customer is obliged to check after each trip that the trip has been completed correctly in the application. If it is not possible to complete the ride in the application, the customer must contact Customer Service immediately. If no contact is made, all costs associated with the ongoing rental will be borne by the customer. The fee will be charged in accordance with the Table of Charges and Penalties.
19. If the ROOVEE LOCK CONTROL cannot be locked, the Customer is obliged to contact the Customer Service immediately. If no contact is made, the Customer shall be responsible for any potential damage, injury or theft of the bicycle up to the full amount of the loss incurred by the **OPERATOR**.
20. In the case of incorrect bicycle return, in particular failure to lock the ROOVEE LOCK CONTROL device or leaving the bicycle in an unauthorised place, the Customer will be charged in accordance with the Table of Fees and Penalties. The customer will be held fully responsible for the incorrectly returned bicycle until the ROOVEE LOCK CONTROL device is properly locked or the bicycle is left in a place permitted in the **OL-BIKE** operating area.
21. In the event of an accident or collision while using the rented bicycle, the customer is obliged to write down an appropriate statement or call the police to the place of the incident. In the event of such an occurrence the customer is also obliged to inform the Customer Service.

XII. FAILURES AND REPAIRS

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



XIII. FEES

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

XIV. RIGHT OF WITHDRAWAL AND TERMINATION

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

XV. COMPLAINTS

1. The customer is entitled to file a complaint, which should be submitted by e-mail or in writing to the **OPERATOR's** address.
2. It is recommended that the Customer indicates the following information in the complaint:
 - a) name;
 - b) contact details;
 - c) brief description of the situation;
 - d) information (evidence) supporting the situation described.
3. Complaints will be dealt with immediately, but within no more than 14 days of receipt or supplementation. If the complaint needs to be supplemented, the time limit shall run from the



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date of delivery of any documents, explanations and similar supplementary documents. If it is necessary to supplement the documents, the **Operator** will indicate the scope of the documentation to be supplemented.

4. The customer will be informed accordingly by e-mail, either to the e-mail address provided during registration or to the e-mail address provided during the complaint.
5. The lodging of a complaint does not release the Customer from the fulfilment of its timely obligations due to the Operator.
6. The handling of the complaint consists in particular of the identification of the problem, a thorough assessment of the validity and the resolution of the complaint.
7. The Customer has the right to appeal against a decision issued by the Operator, within 14 days of delivery of the decision to the Customer. The appeal should also be sent to ul. Ryżowa 33a/7, 02-495 Warsaw. Appeals will be considered **within 14 days** of receipt.
8. The Customer shall be entitled to claim damages for non-performance or improper performance of the Service in court proceedings once the complaint procedure has been exhausted.
9. The operator's liability in respect of non-performance or incorrect performance of the service shall be limited to the actual damage and shall not include lost profits.
10. In the event of a complaint regarding fees, penalties charged, etc. and it is successful, the money will be refunded to the Customer's Roovée account **within 14 days** of the Customer being informed of the successful outcome of the complaint.

XVI. ACCOUNT BLOCKING

1. In the case of non-compliance with the terms and conditions of use of ROOVEE bicycles contained in these Terms and Conditions, the Operator reserves the right to temporarily or permanently block the Customer's Account, in the **OLEŚNICKI ROWER MIEJSKI OL-BIKE** system.
2. The account may be blocked in particular if the Customer:
 - a) misuses the bicycle,
 - b) failed to fill in personal data or provided false data,
 - c) leaves the bike unsecured ROOVEE LOCK CONTROL,
 - d) damaged a bicycle or other property belonging to the Operator,
 - e) rented a bicycle, which then went missing,
 - f) created more than one account with the same e-mail address,
 - g) the balance of the Roovée account is negative,
 - h) taking a photograph showing something other than the vehicle in which the journey was made.

XVII. PROTECTION OF PERSONAL DATA

1. The controller of Data processed by means of the ROOVEE System is ROOVEE S.A, Ryżowa 33a/7, 02-495 Warsaw.
2. The Data Controller has appointed a Data Controller whom you can contact via e-mail:iod@roovée.eu.
3. The Data Controller informs you that your personal data will be processed for the following purposes:
 - a) the performance of the contract (pursuant to Article 6(1)(b) of the RODO);
 - b) to respond to enquiries and requests and to provide technical assistance and the basis for processing is the legitimate legal interest of the controller (pursuant to Art.6(f) RODO),



- c) to determine the location of your device in order to be able to show you information about bicycle stations and to perform the service of showing you the route to the nearest bicycle on the basis of your consent (pursuant to Article 6(1)(a) of the RODO)
 - d) to establish or possibly assert/defend claims (pursuant to Article 6(f) of the RODO).
- 4. The Data Controller informs you that your personal data will be stored for the period necessary for the performance of the contract or the existence of a legitimate interest of the Controller, and thereafter for the purposes and to the extent required by law or for the safeguarding of possible claims.
- 5. The Data Controller informs you that data processed on the basis of consent will be processed until the consent is withdrawn or until it ceases to be useful, whichever event occurs first. The withdrawal of consent does not affect the lawfulness of previous processing.
- 6. Your personal data will not be used for automated decision-making, including profiling.
- 7. Your data will not be transferred outside the EEA.
- 8. You have the right to access, rectify, erase or restrict processing of your personal data, to object to processing, and the right to data portability;
- 9. You have the right to lodge a complaint with a supervisory authority if, in your opinion, the processing of your personal data violates the provisions of the RODO
- 10. The provision of your data is voluntary, but is a condition for the conclusion and performance of the contract. Failure to provide personal data will result in the impossibility to conclude and perform the contract.
- 11. We would like to inform you that the recipients of your data will be the entities responsible for the operation of IT systems, entities providing accounting and legal services, as well as all authorised institutions and authorities under the applicable legislation.
- 12. Your data are not subject to automated decisions
- 13. For information regarding the processing of personal data concerning you, please contact: iod@roovee.eu.

XVIII. OUT-OF-COURT DISPUTE RESOLUTION

- 1. **The OPERATOR** informs that the Consumer or the PNPK has the right to settle complaints out of court as well as to assert claims.
- 2. The out-of-court handling of complaints as well as the assertion of claims by the Consumer or PNPK is possible in particular:
 - a) before permanent amicable consumer courts operating at Voivodship Inspectorates of Trade Inspection. Detailed information on how to access this procedure and the applicable procedures can be found on the website of the Office of Competition and Consumer Protection at:
https://uokik.gov.pl/pozasadowe_rozwiązywanie_disputow_konsumenci.php;
 - b) through mediation conducted by voivodeship inspectorates of the Trade Inspection and their branch offices. The role of the mediator in the dispute is then performed by an employee of the inspectorate, while observing the principles of impartiality and fairness. Detailed information on how to access this procedure and on the procedures applied is available in the offices and on the websites of individual Voivodeship Inspectorates of Trade Inspection.
- 3. The consumer or PNPK can also make use of the district consumer ombudsman. District consumer ombudsmen are available at the district or town hall (in towns with district rights). Detailed information is available at: <https://uokik.gov.pl/rzecznicy.php>.
- 4. The consumer has the right to lodge a complaint via the EU ODR (Online Dispute Resolution) platform available at: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>.

XIX. AMENDMENT TO THE RULES OF PROCEDURE

1. **OPERATOR** is entitled to amend the Terms and Conditions for important reasons, in particular:
 - a) the need to adapt the Rules of Procedure to changes in legislation, recommendations, interpretations or guidelines from competent courts or authorities;
 - b) a decision of a competent common court or a decision of a competent authority which may affect the rights or obligations of **OPERATOR** or the Customer.
2. The amended Terms and Conditions will be published on the Website at <https://olbike.pl> in the Application. Each version of the Terms and Conditions has been provided with information as to when it is effective.
3. In addition, the **OPERATOR** will notify the Customer of the planned change to the Terms and Conditions to the electronic address (email) indicated by the Customer.
4. The amended Terms and Conditions will become effective within 14 (in words: fourteen) calendar days from the date of notification to the Customer in accordance with subsection 3, unless a shorter period is necessary due to mandatory regulations or obligations incumbent on the **OPERATOR** on the basis of a general court ruling or an authority decision.
5. In the event of non-acceptance of the change to the Terms and Conditions, the Consumer or PNPK shall inform the **OPERATOR** of its decision in a manner of its choice.

XX. FINAL PROVISION

1. The Terms and Conditions are governed by and have been drawn up in accordance with Polish law.
2. In matters not covered by these Rules, the provisions of the applicable law shall apply.
3. Disputes between the **OPERATOR** and a Customer who is not a Consumer or a PNPK will be dealt with by the common court with local jurisdiction over the seat of the **OPERATOR**. In case of disputes with a Consumer or PNPK, the jurisdiction of the court will be determined according to the general rules.
4. The regulations are effective as of 27.05.2023.

Annexes to the Regulations:

Annex 1 Stations and operating zone of the OL-BIKE system

Annex 2 Table of fees and penalties

Annex 3 Declaration by the parent/legal guardian

Annex 4 Complaint form

Annex 5 Refund Form

Annex 6 Model declaration of withdrawal



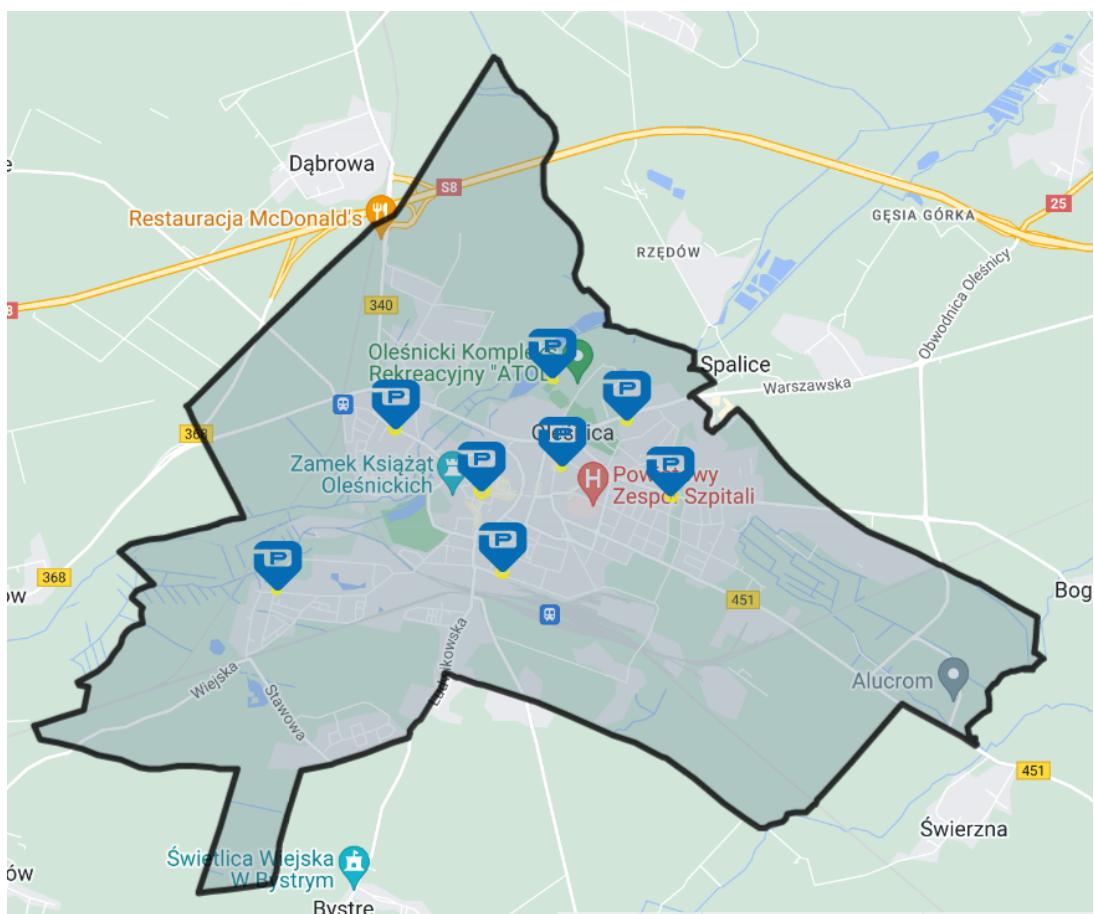
Annex 1

Area and zones of operation of the OLEŚNICKA ROWER MIEJSKI OL-BIKE system

I. ZONES OF THE OLEŚNIC OL-BIKE MUNICIPAL BIKE - ROOVEE PARK

1. MOKIS J. Kochanowskiego St.
2. OKR ATOL Municipal Ponds
3. Oleśnica Public Library M. Reja Street
4. Market Square/City Hall
5. Sp. no. 8 car park Wiejska Street
6. Vilnius/Krzywa
7. Wojska Polskiego Street Secondary School
8. Wrocławska ul. Bank Spółdzielczy

II. Operating zone of OL-BIKE OLEŚNICA MUNICIPAL BIKE



**Annex 2 Table of fees and penalties**

Lp.	Title	Gross amount
1.	Initial fee (to be used for reimbursable journeys)	PLN 10.00
2.	Minimum balance to start the journey	PLN 10.00
3.	Fee for 1 minute of driving for the first 20 minutes	PLN 0.00
4.	Fee for 1 minute of driving after the first 20 minutes	PLN 0.05
5.	Fee for 1 minute of standstill/pause after 20 minutes	PLN 0.05
6.	Additional fee for leaving the bicycle outside the OLEŚNICKI ROWER MIEJSKI OL-BIKE - ROOVEE PARK zone	PLN 10.00
7.	Bonus for leaving your bike outside the OLEŚNICKI ROWER MIEJSKI OL-BIKE - ROOVEE PARK to the OLEŚNICKI ROWER MIEJSKI OL-BIKE - ROOVEE PARK area	PLN 5.00
8.	Penalty for leaving the bicycle < 15 km outside the OL-BIKE operating area	PLN 100.00
9.	Penalty for leaving the bicycle > 15 km outside the OL-BIKE operating area	PLN 500.00
10.	Penalty for theft or damage to bicycle	PLN 5,000.00
11.	Penalty for misuse of bicycle	PLN 200.00
12.	Penalty for leaving a bicycle in a place other than a public place (including garages, tunnels, private property, closed cemeteries, cellars, buildings, cars, forests, parks)	PLN 200.00
13.	Penalty for damage to or theft of OL-BIKE - ROOVEE PARK OLEŚNICA MUNICIPAL BIKE ZONE	PLN 1,000.00
14.	Fee for sending a text message with a call for payment	PLN 5.00
15.	Fee for sending a debt collection letter	PLN 30.00
	Fee for theft or damage to individual OL-BIKE components	
1.	Standard bicycle frame	PLN 5000.00
2.	Dynamo	PLN 400.00
3.	Front lamp	PLN 80.00
4.	Rear lamp	PLN 80.00
5.	ROOVEE LOCK CONTROL	PLN 1500.00
6.	Steering wheel	PLN 200.00



7.	Bell	PLN 40.00
8.	Pedal	PLN 50.00
9.	Basket	PLN 200.00
10.	Tyre	PLN 200.00
11.	Rim	PLN 200.00
12.	Spoke	PLN 2.00
13.	Saddle	PLN 200.00
14.	Bar	PLN 150.00
15.	Mudguard	PLN 100.00
16.	Power cables, plugs	PLN 150.00
17.	Support	PLN 100.00
18.	Hub	PLN 700.00
19.	Fork	PLN 250.00
20.	Grips	PLN 50.00
21.	Handles	PLN 100.00
22.	Front brake	PLN 200.00
23.	Crank	PLN 200.00
24.	Phone holder	PLN 50.00
25.	Handlebar support	PLN 200.00
26.	Solar panel	PLN 1000.00
27.	Damage repair work (one hour)	PLN 60.00



Annex 3 Declaration by the parent/legal guardian

Declaration (by parent/guardian)

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

name of the child

name of mentor

guardian's telephone number

tutor's e-mail address

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

I accept the Rules and Regulations and declare that I accept full responsibility for any damages, in particular arising from the minor's failure to comply with the Rules and Regulations, and that I will cover the ongoing liabilities set out in the Table of Fees and Penalties. I further undertake to replenish my child's (minor's) account in the Roovee System via the mobile application.

Place, date, legible signature of parent (guardian)



Annex 4 Complaint form

Complaint

Me,

(Name) (Telephone number)

I am filing a complaint regarding the rental of a bicycle numbered,
from

....

(name of zone, exact address)

I hired the bike using the mobile app at, while I returned it at, by
the zone / outside the zone,
at:

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

.....
(reason for complaint)



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Annex 5 Refund Form

Return of funds

.....,,,
(Name) (Telephone number) (Email address)

I request a refund of the initiation fee paid on,
in the amount of to account number.....

.....
(Place, date, legible signature)



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Annex 6 Request for withdrawal

OPERATOR

(place and date)

CUSTOMER:

(name and surname)

(mailing address)

Declaration of withdrawal

I, the undersigned _____ (name), hereby rescind the Agreement entered into between me and **the OPERATOR** on _____.

(signature)