

TERMS OF USE

of the system of the Łódzki Rower Publiczny further referred to as ŁRP

[in force as of 8 march 2018]

I. General provisions

1. The hereby Terms of Use define the rules and conditions of availing of the Łódzki Rower Publiczny further referred to as ŁRP launched in the city of Łódź. The operator is ŁRP Nextbike Polska S.A. with its seat in Warsaw.
2. The ŁRP terms of use as well as the Privacy Policy is available free of charge on the internet website www.lodzkirowerpubliczny.pl in a way which enables familiarizing with its contents, its download, display and saving. This document may be obtained in the seat of Nextbike Polska Sp. z o.o. in Warsaw.
3. Contact:
Nextbike Polska S.A., ul. Przasnyska 6b
01-756 Warsaw
e-mail: ck@lodzkirowerpubliczny.pl
tel.: 42 620 00 00
tel.: 42 205 98 80 (cost of connection in line with regular operator's tariffs).
4. Nextbike systems are compatible, that is setting up the account in one of the systems enables the use of any rental station for bikes in other cities, unless the terms of use indicate otherwise. Current list of cities where Nextbike systems are in operations may be located under the address <https://nextbike.pl/o-nextbike/>

II. Definitions

1. Terms of use-these rules describing the terms and conditions of use ŁRP , in particular, the conditions, the rights and duties and responsibilities of persons using the possibility to rent bikes in the ŁRP system. Acceptance of the Terms of Use and the fulfilment of all the conditions set out herein is the basis and prerequisite for a permit to rent a bicycle in the ŁRP system.
2. **Agreement** - Agreement between the Customer and the Operator , establishing mutual rights and obligations set out in the Terms of Use. It is recognized that the Agreement of the content including the provisions of these Terms of Use will automatically be entered into at the time of registration of the Customer in ŁRP, on condition of the Customer's declaration of acceptance of the Terms of Use and payment of the fee during the Customer registration process in ŁRP.
3. **Operator** - Nextbike Polska S.A. realizing the services related to the service of ŁRP, ul. Przasnyska 6b, 01-756 Warsaw, entered into the Register of Entrepreneurs of the National Court Register, conducted by the District Court for the city of Warsaw in Warsaw, 12th Economic Department of the National Court Register under the KRS number 0000646950, REGON 021336152, NIP 8951981007.
4. **ŁRP System** - launched by the Operator system of bike rental stations, covering in particular bikes, technical infrastructure, software and equipment enabling rental of bikes.
5. **Customer**- the ŁRP system participant who accepted the Terms of Use and who is registered in the ŁRP System .
6. **ŁRP Service** - actions undertaken by the Operator related to exploitation, repairs and maintenance of ŁRP.
7. **ŁRP Contact Center (CC)** - platform launched by the Operator which ensures telephone contact with the Operator for the Customers by means of hotline no. 42 620 00 00 or 42 205 98 80, contact through electronic post via email to the address ck@lodzkirowerpubliczny.pl and 24/7 service. Information regarding the functioning of CC are available on the internet website www.lodzkirowerpubliczny.pl.
8. **ŁRP Station**-set of bike stands with equipment for self-registration in the ŁRP system and rental of bikes through ŁRP terminal. List of ŁRP stations is available on the website, on Nextbike application as well as in ŁRP Terminal.
9. **ŁRP Terminal**- a device for self-renting of bikes located in ŁRP Stations.
10. **Customer Identifier**-personal number assigned to the Customer by the Operator written in numerical version, in the form of a mobile phone number which is defined during registration in ŁRP and 6-digit PIN number that is specified during the registration in ŁRP. In order to streamline the process and return of the bicycle rental in the ŁRP System the customer can use, upon his activation in the ŁRP Terminal: Electronic Migawka Card or card

compatible with the Migawka system, Student ID card ELS or payment card operating in the proximity system. During the rental and return of the bicycle they are treated equally with ID of the Customer. During the rental and return of the bicycle the Customer has the following means of identification at his or her disposal:

- a. mobile phone number, which along with PIN is treated as the Customer's ID,
- b. Electronic Migawka Card, proximity card, personalized smart card (RFID) having its unique coded number along with PIN number,
- c. Electronic Student ID card (ELS), proximity card, personalized smart card (chip + RFID) having its unique coded number along with PIN,
- d. payment cards - consumer credit and debit cards issued by payment organizations of issuers of Visa International and MasterCard International and other that meet the requirements, in order to be recognized as electronic payment instrument within the meaning of the Act on Electronic Payment Instruments (that is Journal of Laws of 2012, item 1232) along with PIN. The terminals are designed to work with products of PayPass and PayWave family.
- e. other devices compatible with the Electronic Migawka Card, adjusted to coding of municipal communication tickets for the city of Łódź together with a PIN number.

Upon logging in on his or her account at www.lodzkiowerpubliczny.pl the Customer may switch off the PIN code through marking the option: *During each rental and return, for safety reasons, please ask me about my PIN.* This option allows for rental/return of the bike at the terminal without the necessity of entering PIN code with the use of b, c, d and e methods of identification.

11. **Tables of Fees and Penalties** - price list of services and fees for ŁRP constituting an integral part of the Agreement. Price list is available on the website of www.lodzkiowerpubliczny.pl.
12. **Prepaid account** - personal Customer account in the accounting System of ŁRP, on which recognition operations are carried out to and charging for use of the services and products offered by the system in accordance with fees and penalties tables of ŁRP system. The prepaid account can be topped up by the Customer via payment of funds "in advance", in the form of prepayment.
13. **Initial fee** - non-repayable amount of subscription fee to the ŁRP system amount to 20 PLN gross (in words: twenty zloty) paid by the Customer upon registration to ŁRP the payment of which constitutes the initial top up of the account.
14. **Top up payment** - payment in the minimum of 1 PLN towards rentals or other settlements with Operator, submitted to the pre-paid account.
15. **Safety procedure** - procedure undertaken by the Operator in case of failure to return the bike in due time and required condition, in particular, investigation procedure, debt-recovery and court proceedings.
16. **Use zone** - administrative border of the city of Łódź.
17. **Bike rental** - renting a bike from the ŁRP base station using the Customer ID or via any other method specified in point II.10 The process of rental is specified in detail in point VII. of the Terms of Use.
18. **Return of bike** - returning the bike to ŁRP station Process of return is specified in point X of the Terms of Use.
19. **Electric lock** - mechanism which releases and blocks the bike at the docking station Rental of blocked bike through electric lock is possible solely directly at the terminal.
20. **Gratification/promotional voucher** - operator anticipates the possibility of topping up the account set up in ŁRP system via a voucher. The amount on the voucher and its purpose is set up by the operator and is non-returnable, that is there is no possibility to withdraw the funds from the voucher. Funds from the voucher are used first, before the funds topped up by the Customer. In case of promotional vouchers the details concerning the amount, validity date and reason for obtaining are specified in the Terms of promotion.

III. General rules regarding the use of ŁRP

1. The condition of use of ŁRP System is that the Customer provides: the personal data required for registration, accepts the conditions set out in these Terms of Use, makes initial payment. The condition to use ŁRP is also maintaining a minimum balance of the recharge account at the time of each rental, in the amount of at least PLN 10 (in words: ten zloty).
2. The Operator lends the bike to the Customer on conditions specified in the Terms and Conditions. The Customer

agrees to abide by the provisions of Terms of Use, in particular, to pay the fee agreed upon and use the bike in accordance with its purpose and in line with the Terms of Use.

3. People aged above 13 but under 18 (further referred to as the minors) are required, prior to entering into agreements, to provide the Operator with a written consent of at least one of the parents or legal guardians for conclusion of the agreement and the statement of the acquisition by them of responsibility for any damages arising in particular in relation to non-performance or improper performance of the Agreement and cover current obligations set out in the Tables of Fees and Penalties. In the statement, the parents or legal guardians must commit themselves to topping up the account of the minor in ŁRP System in a manner which enables activation of the account at the time of rental (VII, point 1). For the preservation of a written form of the legal action the Guardian is obliged to submit a handwritten signature on the statement of consent. The consent must be sent via electronic means to the email address ck@lodzkirowerpubliczny.pl via post to the address of the Operator or submitted in person in the seat of the Operator.
4. The Customer may rent up to four bikes at a time. Post prior reservation it is possible to increase the number of bikes to be rented upon a single rental. In case of rental of more than 1 bike the Customer should top up the funds by the amount he or she intends to use for the rental.
5. Use of the rented bike is allowed in the Use zone.

IV. Responsibility / Commitment

1. The Customer shall be responsible for the use of the bike for its intended purpose and terms hereof.
2. The Customer undertakes to return the bike in good working and technical order and in the same condition as at the time of rental and in case of the occurrence of bike breakdown during rental, the Customer should act in accordance with point VII.6 above. The Customer shall be responsible for the consequences of the events resulting from his/her violation of applicable laws when using ŁRP System.
3. Using the bikes of ŁRP System may only take place for non-commercial purposes.
4. The Customer shall be responsible for the bike/all the rented bikes, in the case of renting several bikes at the same time, from ŁRP Station until their return to ŁRP Station. In particular, the Customer shall be obliged to take action to prevent damage and theft of the rented bike, occurring after the bike rental from any ŁRP Station, until the return time of the bike at any ŁRP Station.
5. In case of bike theft conducted during rental the Customer is obliged to inform CC ŁRP of this fact immediately upon recognition of the theft.
6. It is forbidden that ŁRP System bikes are used by persons under the influence of alcohol or other drugs, psychotropic substances or agents according to the regulations on preventing drug abuse, strong anti-allergic drugs, and other medicines, which, by definition, prohibit or recommend to refrain from driving.
7. The Customer assumes full and complete responsibility and undertakes to pay all fines, fees, etc. received by the Customer; associated with the use of the bike and placed on him or her at his own fault.
8. In the case of proven damages arising from the improper use of the equipment forming part of ŁRP System, the Customer agrees to pay for the repairs and replacement of equipment to its original state prior to rental. The Operator shall issue to the Customer an appropriate bill or VAT invoice for any necessary repairs. The Operator is authorized to charge the amount equivalent to the cost of repair and reconstruction from the Customer account to which the Customer agrees. Valuation of individual parts of the bike which have been damaged at the fault of the Customer will be conducted on the basis of Annex no. 2 to the hereby Terms of Use "Cost of repair and reconstruction of the bike in ŁRP system".
9. In the case of an incorrect return of the bike, due to the fault of the Customer, the Customer shall bear the cost of its continued renting and shall be responsible for any theft and damage thereof. In the case of any difficulty with the return of the bike the Customer must contact the ŁRP Contact Center.
10. Any intentional damage to property of the Operator will result in the necessity to bear the costs of repair and reconstruction by the person responsible for the damage and this may further lead to initiation of legal proceedings. The Operator shall be entitled to claim reimbursement of all reasonable expenses, including attorney's fees from the perpetrator of damage and destruction.
11. The Customer shall be responsible for any damage resulting from default or improper performance of the Agreement up to the full amount, but one of the elements of damage may also be the so called replacement cost of

the bike as defined in the Tables of fees and penalties.

12. The users are forbidden to carry the ŁRP bikes by cars or by other means of transport belonging to private persons, excluding public transport means.

V. Registration

1. Condition necessary for the use of ŁRP System by the Customer is his/her prior registration and payment of the initial fee.
2. Registration takes place via internet portal available under the address www.lodzkiowerpubliczny.pl. In addition, the opportunity to register in ŁRP Contact Center, via telephone with support of an employee of CC and using a payment card with the possibility to recharge the account in ŁRP Terminal, as well as through the Nextbike application, available on the devices including iOS and Android systems is allowed.
3. During the process of registration through website www.lodzkiowerpubliczny.pl, the Nextbike application or via telephone contact with CC employee the following personal data must be submitted:
 - a. name and surname,
 - b. contact address, i.e., city, street, building/apartment no., postal code, country, email address,
 - c. PESEL number
 - d. mobile phone number,
 - e. credit card number in the case of payment by credit card with the possibility of charging the card,
4. During the registration process in ŁRP Terminal, the Customer shall provide the following personal data:
 - a. mobile phone number.
 - b. first name and surname,
 - c. credit card number with possibility of charging,
 - d. email address.

which are necessary to be supplemented by the remaining data specified in point 3 (b) and (c) no later than within 24 hours from registration. In case of failure to fulfil the obligation of filling out personal data in the above term the Operator reserves the right to delete the account from data base of ŁRP users.

5. Customer accounts with OPLN balance, containing incorrect personal data, such as telephone number, may be automatically deleted from ŁRP data base.
6. During the registration process to ŁRP Terminal the Customer enters the PIN code set up by himself/herself. Whilst, during registration via: internet website, Nextbike application and CC-PIN number is automatically generated. Once the registration is complete, the Customer shall receive confirmation of a successful registration in ŁRP System and his/her personal PIN, which, together with the entered mobile phone number shall be the Customer's ID in ŁRP System.
7. Condition to be registered is providing the real data, acceptance of the conditions set out herein and giving consent to the processing of personal data in accordance with the Act of 29 August 1997 on the protection of personal data in order to perform the Agreement (i.e., Journal Laws no 2135 of 2015 as amended) Customer shall have the right to access his/her personal data and the ability to correct, supplement or amend them. Personal data administrator is Transport Management Office in Łódź, ul. Piotrkowska 175, 90-447 Łódź, while data processor is Nextbike Polska S.A. with its seat in Warsaw, 01-756, ul. Przasnyska 6b. Provision of personal data is voluntary. Information regarding safety of personal data are available within Privacy Policy document of Nextbike Polska, at the address: www.lodzkiowerpubliczny.pl
8. Personal data are processed exclusively for the purposes of Nextbike systems operations and may be made available to other entities cooperating with Nextbike solely within the framework of the provisions of law in force.
9. The Operator reserves the possibility of contacting the Client in matters related to the execution of the Agreement.
10. The Customer may furthermore grant consent for the sending via text messages, electronic post or information materials concerning the services provided by the Operator within the framework of ŁRP as well as anonymous surveys submitted by means of electronic post, or made available directly on ŁRP System, designated for the gathering of demographic and profile necessary personal data by the Operator regarding the ŁRP Customers (such

as education, employment, age). Such data will be used for the research on preferences of Customers and for adjusting the offer of the Operator to their expectations, as well as for statistical analyses and creating collective representation of Clients submitted to marketing partners of the Operator. Obtaining of information materials and disclosure of the above data is always voluntary and the Customer may at any time resign from obtaining information materials or surveys.

11. Content of individual transactions/rentals is available exclusively to the Parties of the Agreement. Each Customer who completes the procedure of registration, post logging in, has access to all his or her transactions/rentals for the period of their storing in the IT system. Data of Customer concerning a given transaction/rental are stored by the IT system of ŁRP. If there are no overdue payments for the use of bikes data are removed immediately post submission by the Customer of a request on removal of data, no sooner however than post 2 years, and in case of submission of a complaint data are stored until completion of complaint proceedings and potential court proceedings of the claim of the Customer for evidence purposes. In the event of submission during that time (i.e. compensation, repair of damage)-data are processed during the time of establishing potential responsibility of the Operator/Customer and completion of court decision issued in this regard.
12. Personal data are processed, stored and secured in accordance with the principles specified in the binding provisions of law.
13. The Operator undertakes to maintain confidentiality of personal data and not to disclose them to any third parties, unless the Customer explicitly authorizes him to do so, or such authorization stems from the provisions of law. Such obligation will remain in force post expiration of legal relationship between the Borrower and the Operator.
14. In order to adjust the content and the services to individual needs and interests of Customers, the Operator uses the so called cookies files, that is information saved by the server of the Service on Customer's computer, which the server may read upon each connection from this particular computer. Cookies provide statistical data about the traffic of Customers and the use of them of individual websites of ŁRP as well as enabling efficient provision of Services. The Customer may at any time switch off the option of accepting cookies in his or her browser, however, this may cause difficulties or even disable the use of ŁRP System.

VI. Forms of Payment

1. The payment for the services and the products offered within the ŁRP System may be made by means of:
 - a. encumbering the account of the Customer's payment card or
 - b. supplying the Prepaid Account by means of the bank transfer or by means of payment card in particular by means of the portal www.lodzkirowerpubliczny.pl from which the funds will be collected in the amount resulting from the Table of Feed and Penalties, and the transferred to the Operator's account.
2. Launching the order of encumbering the payment card for the amount of min. 10 PLN takes place upon registration or when the account is inactive. It may be made by means of introducing the number of the payment card, i.e.: credit, charge in ŁRP Terminal during the contact with CC, as well as by means of the Nextbike application, available on the devices with the iOS and Android systems.
3. The form of payment may be selected many times, logging on the www.lodzkirowerpubliczny.pl, in the insert Load up the account. In order to resign from encumbering the account of the payment card, the Contact center should be contacted.
4. All payments are transferred to the Operator's account.
5. Upon the request of the Customer, the Operator shall provide the Customer the VAT invoice issued by the Management of Roads and Transport in Łódź, covering the paid trip. For this purpose, the Customer will contact the Operator by electronic way to the e-mail address of the Operator, by means of indicating the data necessary to issue the VAT invoice, time and date of renting a bike and bike number.
6. The Operator shall send the VAT invoice in electronic form to the e-mail address from which the Customer contacted. In especially justified cases, the Operator may send VAT invoice to another e-mail address or by mail to the address indicated by the Customer.

VII. Renting

1. It is possible for the Customer to rent a bike when he has an active account status. An active account status shall be understood as:
 - a. possessing a minimum amount of 10 PLN gross on the Prepaid Account, by means of transfer or single

payment with the use of the payment card,

- b. defining the payment card as the form of payment with a possibility to encumber, at the terminal or by means of contact with CC, from which the funds are collected automatically.
2. Renting a bike is a possible from any ŁRP Station after a prior launch of the ŁRP System, logging on and conducting in accordance with the messages displayed on the device of the ŁRP Terminal. The release of the electrical lock is signaled with a proper message displayed at the ŁRP Terminal and a sound signal. Renting can also be made by means of ŁRP System, with the aid of the Nextbike application, available on the devices with the system, Windows, OS and Android, by telephone – calling the numbers provided on the terminal: 42 620 00 00 or 42 205 98 80.
 3. Renting starts upon completing the renting procedure described in point 2.
 4. During renting the Customer obtains a number for the encoded lock in the rented bike by means of the ŁRP Terminal, the Nextbike application or by the contact with CC. The number until the return of the bike may be confirmed in the ŁRP Terminal, the Nextbike application and in CC. the Customer undertakes to assure that the bike has a security link, hereinafter referred to as a clamp, before the renting. In case when it is missing, the Customer shall be obliged to contact CC and shall inform about it.
 5. The obligation of the Customer is to assure that before a ride the bike is suitable for agreed use that the tyres are sufficiently pumped and the brakes effective. After unblocking the bike, the Customer shall be obliged to secure the link in the manner which prevents it from being stuck in the wheel.
 6. In case of stating during renting or using the bike any defect the Customer shall be obliged to report immediately the problem to CC and give back the bike to the nearest ŁRP Station.
 7. Renting and using the ineffective bike by the Customer may result in his responsibility for the defects or damages resulting therefrom, in the event when the Customer might have noticed the ineffectiveness of the bike.
 8. It is recommended that the Customer during renting possesses a mobile phone able to make connections with CC.
 9. The basket mounted in the front of the bike is adjusted only for transporting light items. In order to assure security and in fear for destroying the bike, it is prohibited to put there any heavy items. Maximum weight of the cargo of the basket must not exceed 5 kg. The items put into the basket must not stay above the rim of the basket, they should not either contain any items with sharp edges. If there is an accident for improper usage of the basket, the Customer shall be responsible and the costs resulting therefrom. The Operator shall not bear liability for damages and leaving the goods transported or items.
 10. Maximum loading the bike intended for the use by 1 person, may not exceed 120 kg.
 - a. Standard type can not exceed 120kg.
 - b. Cargo type can not exceed 220 kg, but it is assumed that the load capacity of the box is 100 kg, and the load of the bike itself (without the box) is 120 kg. The Cargo type bike is adapted to carry 4 children in a box.
 11. In case of any problems with renting or returning the bike from the ŁRP Station, the Customer shall be obliged to contact by the phone with CC. The CC employee shall inform the Customer on further procedure of conduct. The bike rented should be used in accordance with its purpose. The ŁRP bike as the means of transport is intended for moving in the Usage zone. One must not use the ŁRP bikes in order to perform mountain trips, jumps, stuntmen tricks, one must not race and use the bike for pulling nor pushing anything.
 12. In case of infringing the provisions of the Regulations, in particular resulting in causing the damage for the Operator, the Operator reserves the right to block the Customer's account until the case is explained.
 13. The bike is equipped with the satellite navigation system so called GPS.
 14. During the rental the operator has the right to control the correctness and legality of the way the bicycle is used. The operator may in this way authorize its representatives or the security firm cooperating with the Operator.

VIII. Duration of renting

1. The Customer shall be obliged to return the bike at the latest before the lapse of the twelfth of renting.
2. Exceeding the twelve hours of single renting results in calculating the fees and penalties in accordance with the Table of Fees and Penalties.

IX. Repairs and Failures

1. All failures should be reported on the phone to CC maximum within 12 hours from renting the bike in the system.

In case of each failure preventing from further ride, the Customer is obliged to stop and notify CC on the phone and bring the bike back to the nearest ŁRP Station.

2. It is prohibited to make independently any repairs, modification, replacement any parts in the rented bike. The only entity authorized to make these activities is the ŁRP System Operator.
3. The Customer shall be obliged to possess the possibility to establish a contact with CC for the whole duration of the bike.

X. Return

1. The Client shall be obliged:
 - a. Lock the bike to a dedicated station on the rack in such a manner so that the adapter mounted to the fork of the bike could be introduced into the electrical lock being an integral part of the stand and keeping the bike until automatic closing the blockade. The correct locking of the bicycle in the rack will be confirmed by a sound signal and the physical closure of the bicycle in the electro-lock.
 - b. Dropping the bicycle to a dedicated station and returning the bicycle using a coded lock (only if the client is unable to attach the bike to the electro-lock, for example when there are no vacancies or there is a breakdown of the ŁRP Station), fastening the bicycle to a rack or other bike (properly secured by attaching to an electric lock or secured by a clamp) located in ŁRP Station, locking the lock (by shuffling numbers) and pressing the "Return" button on the electronic part of the ŁRP Terminal and proceeding according to the instructions on the display. After locking the lock, the customer can also return the bike using the Nextbike application or by contacting CC. In order for the return of the bicycle to take place by contacting the CC by phone, the Customer's presence at the station on which the bike is to be returned is required.
2. In the event of any difficulties related to the return of the bike, the customer is obliged to immediately contact the 24-hour ŁRP helpline (CC).
3. The Customer is obliged to properly return and secure the bike, in accordance with points X.1.a and X.1.b, under pain of:
 - a. Calculation of fees for using the bike in accordance with the accepted price list, and in the case of a renting lasting longer than 12 hours, charging an additional fee of 200 PLN.
 - b. Calculation of compensation for loss, theft or destruction of a bicycle in accordance with Annex 2 and Annex No. 3 to these Regulations. Payment of compensation does not relieve the customer of the necessity to return the bike after it has been found.
 - c. Temporary or permanent blocking of the Customer's account.
4. In the event when during renting the bike, the accident or collision happens, the Customer undertakes to write the statement or call the Police to the place. In addition, in case of the above event, the Customer shall be obliged to inform the CC ŁRP maximum until 24 hours after the event.

XI. Fees

1. The fees are charged in accordance with the rates provided in the Tables of Fees and Penalties, being the attachment to the Regulations, available at www.lodzkirowerpubliczny.pl and on ŁRP Terminals. The basis to calculate the fee is the number of minutes of rented counted from the moment of renting the bike in ŁRP Terminal or obtaining the coding opening the security line until locking the bike into the electrical lock or obtaining the confirmation from the ŁRP system about accepting the return of the bike.
2. The fees for using the rental are varied and depend on the length of renting the bike. The fee for single renting is the sum of the due amounts for the next time frames e.g. the cost of a 150-minute renting amounts to 9,00 PLN (ordinary tariff) PLN or 6,00 PLN (relief tariff).
3. The time for charging the fees is divided into the one-hour periods except for the first hour of renting during which the period is separated of the first twenty minutes of renting.
4. In the event when the fees charged for a ride exceeding the possessed funds, the Customer shall be obliged to load up its Prepaid Account at least to the balance equal to 0 PLN within 7 days. In case of failing to settle the due amounts, the Operator reserves the right to start any proper legal steps against the Customer aiming at obtaining the payment for the Agreement performed. The Operator shall have the right to charge the statutory interest on

the amounts overdue from the maturity date until the date of actual making the payment in a full amount.

5. The return of the fees paid for the renting may be made after terminating the Agreement. During the effectiveness of the Agreement with the Operator of the ŁRP system the amount of loading shall not be reimbursed.
6. In case of obtaining the gratification or promotion voucher, the amount of loading the account of the Customer and its intention are established by the Operator and it is non-returnable, so called there is no possibility to pay the funds. The funds from such loading are used in the first place before the funds paid by the Customer. In the event of promotion Vouchers, the details concerning the amount, expiry date and reason for granting are defined in the current regulations of promotion available on the system website.

XII. Liability

1. The Operator realizes the services connected with the ŁRP system and shall be responsible for its proper functioning.
2. The Operator shall bear the liability for the damages resulted from the non-performance or improper performance of the Agreement, unless the improper performance or non-performance is the consequence of the circumstances for which the Operator shall not bear the liability.
3. Any claims and the complaints resulting from them should be directed by the Customers at the address of the Operator to the email address @ or by mail to the address of Nextbike Polska S.A., ul. Przasnyska 6b, 01-756 Warszawa.

XIII. Complaints

1. The Customer should report the complaint within 7 days of the event being the reason for the complaint.
2. All complaints concerning the services provided on the basis of the Regulations may be submitted to:
 - a. By electronic mail to the e-mail address ck@lodzkirowerpubliczny.pl,
 - b. By mail to the postal address of the Operator provided in point I.3,
 - c. In person in the seat of the Operator, Nextbike Polska, ul. Przasnyska 6b, 01-756 Warszawa.
3. If the data provided in the complaint or the information requires to be supplemented, before considering the complaint, the Operator applies with a request to the person submitting the complaint to supplement it in the indicated scope.
4. The complaints which do not contain such data as : name and surname, address, telephone number, allowing for identification of the Customer, the Operator shall leave it without consideration.
5. Reporting the Complaint does not release the Customer from the obligation to realize the liabilities towards the Operator punctually.
6. The Operator considers the complaint within 14 days of its obtaining or supplementing and in issues especially complex within 30 days. In case of necessity to supplement the complaint, the date for considering complaint shall start from the day of delivery of the supplementing or additional documents to the Operator or additional explanations/information. In case of inability to keep the date for considering the complaint, the Operator shall inform the Client about the delay, indicating the reason for the delay (circumstances which must be established) and foreseen date for considering the complaint.
7. The Customer expresses the consent so that the reply to the complaint to be sent by electronic mail or mail to the correspondence address in the manner indicated in the complaint. In especially justified case, the Operator may send a reply to another e-mail address, indicated by the complainant.
8. Considering the complaint involves identifying the problem, assessing the its reasonability and resolving the problem reported by the Customer or taking proper actions in order to remove any irregularities, reasons for their creation or providing, an exhaustive, professional reply in text and form.
9. CC shall grant the reply which contains the position of the Operator on the complaint, justification and the information about the appeal mode.
10. The Customer shall have the right to appeal against the decision given by CC. The appeals should be sent independently from the manner of delivery – letter, e-mail – not later than within 14 days of delivery of the decision to the Customer against which he wants to lodge an appeal. The appeal shall be considered within 14days of the day when it enters the CC.

11. The Customer may:

- a. refer the appeal against the decision of the Operator directly to CC within 14 days of the date of obtaining the reply to the complaint;
- b. apply with a lawsuit to the competent common court.

XIV. Withdrawal from the Agreement

1. The Customer may withdraw from the Agreement concluded with the Operator – on the basis of the law provisions without giving the reason within 14 days of its concluding. The date is recognized as preserved if the before its lapse the consumer will send the statement on withdrawal from the Agreement.
2. The Customer may withdraw from the Agreement by means of:
 - a. Sending to the Operator to the email address ck@lodzkirowerpubliczny.pl the statement on withdrawal from the Agreement,
 - b. Sending to the Operator to the postal address in point 1.3 a written statement on withdrawal from the Agreement, For this purpose, the Customer may use the withdrawal form from the Agreement contained in the attachment no. 2 to the act on rights of the consumer (J. of L. of 2014, it. 827 as amended), however it is not mandatory.
3. In case of withdrawing from the Agreement, the Agreement shall be considered as not concluded. In case of withdrawing from the Agreement, each party shall be obliged to return everything to it which obtained by virtue of the Agreement. The return of the benefits shall take place at the latest within 14 days of obtaining the statement from the Operator on withdrawal from the Agreement. The return of the payment is made with the use of such methods of payment, which were used by the Customer in the initial transaction unless in the statement on withdrawal from the Agreement, the Customer agreed for another solution, Another solution should be indicated by the Customer in the statement submitted.
4. In case of withdrawing from the Agreement, the Agreement shall be considered as not concluded, however the Parties exclude the possibilities to withdraw from the Agreement in the part in which it was realized. The return of the benefits takes place at the latest within 14 days from the day of obtaining by the Operator the statement on withdrawal from the Agreement with the use of such methods of payment which were used by the Customer in the first transaction unless in the statement on withdrawal the Customer indicated another solution. The withdrawal from the Agreement in whole results in removing personal data of the Customer by the Operator.

XV. Termination of the Agreement upon the request of the Customer

1. The Customer shall have the right to terminate the Agreement. The notice in a written form should be sent to the electronic address ck@lodzkirowerpubliczny.pl or postal address of the Operator: Nextbike Polsk S.A., ul. Przasnyska 6b, 01-756 Warszawa.
2. The termination of the Agreement shall take place within 14 days of the date of delivery of the notice to the Operator provided the Customer supplements the funds on the Prepaid Account on the above date up to the balance of 0 PLN. The lack of supplementing the funds on the above date results in ineffectiveness of the notice of the Agreement.
3. If the funds on the Prepaid Account exceed 0 PLN on the termination date of the Agreement, they will be refunded to the bank account indicated by the Customer unless in the Termination of the Agreement the Customer agreed for another solution. Another solution should be indicated by the Customer in the submitted statement. The return of the funds shall takes maximum within 30 days of termination of the Agreement. The amount returned will be reduced by the costs of transfer.

XVI. Final provisions

1. The approval of the regulations and renting the bike are equal with: the statement on health condition allowing for safe moving on a bike; the ability to ride a bike; possessing required rights with law provisions and acquaintance of the traffic law provisions.
2. The Operator reserves the right to terminate the Agreement with a 14-day notice period, when the Customer breaches the provisions of the regulations (e.g. no approval of the new regulations, failing to return the bike within the agreed date), whereas the Customer shall be entitled, in relations to the Operator, the claims connected with the return of funds on the Prepaid Account if they were not used earlier by the Operator to cover the mature liabilities encumbering the Customer.

3. The Operator shall be entitled to introduce changes into the regulations or the Privacy Policy with the effect for the future. The information on changes into the regulations or the Privacy Policy shall be sent to the e-mail address of the Customer provided during registration the lack of written information on the lack of acceptance of the change of the Regulations or the Privacy Policy sent to CC within 14 days of sending it to the Customer, shall mean the approval of the changes introduced into the Regulations or the Policy Privacy by the Customer.
4. In the issues not settled in the regulations the provisions of the law shall apply in particular the provisions of the Civil Code and the Law on traffic.
5. In case of discrepancies between the Polish version and foreign language version of the regulations, the basis for interpretation shall be the Polish version of the regulations.

Attachment Table no. 1 Tables of Fees and Penalties of ŁRP

Standard tariff for renting the bike within the Łódzki Rower Publiczny

No.	Duration of renting	Gross fee
1.	by 20 minutes	Free of charge
2.	From 21 minutes to 60 minutes	1,00 PLN
3.	Second hour	3,00 PLN
4.	Third and next started hour	5,00 PLN

Relief Tariff* for renting the bike within the Łódzki Rower Publiczny

No.	Duration of renting	Gross fee
1.	By 25 minutes	Free of charge
2.	From 26 minutes to 60 minutes	1,00 PLN
3.	Second hour	2,00 PLN
4.	Third and next started hour	3,00 PLN

Tariff of additional Fees within the Łódzki Rower Publiczny

No.	Duration of renting	Gross fee
1.	Initial fee	20,00 PLN
2.	Fee for exceeding 12 – hour renting time	200,00 PLN

* The relief tariff is granted to the Customers of the Łódź Public Bike who identify themselves at the terminal by means of Electronic Card MIGAWKA with encoded valid periodical ticket entitling to the transport by municipal transport within administration limits of Town of Łódź, including Joint Agglomeration Ticket and Joint Łódzko-Pabianicki Ticket. The Tariff refers only the first bike rented. The fee for the second rented bike at the same time is charged in accordance with the ordinary tariff.

The fees provided in the Table include VAT

Attachment no. 2 Costs of repair and restoration of the bike in the ŁRP System.

NAME	unit.	PRICE*	VAT 23%	In total
Adapter of the fork	pc	84,00 PLN	19,32 PLN	103,32 PLN
Front mudguard	pc	9,50 PLN	2,19 PLN	11,69 PLN
Mudguard back	pc	9,50 PLN	2,19 PLN	11,69 PLN
Chip	pc	24,78 PLN	5,70 PLN	30,48 PLN
Inner tube 26 x 2.125	pc	8,40 PLN	1,93 PLN	10,33 PLN
Bell ring	pc	3,60 PLN	0,83 PLN	4,43 PLN
Brake lever, right side	pc	9,92 PLN	2,28 PLN	12,20 PLN
PipeTP-06 Alu. Adjustable /Silver	pc	0,60 PLN	0,14 PLN	0,74 PLN
Roller brake	pc	134,90 PLN	31,03 PLN	165,93 PLN
Steering wheel	pc	17,81 PLN	4,10 PLN	21,91 PLN
Brake posts	pc	4,70 PLN	1,08 PLN	5,78 PLN
Set of brakes (jaws)	pc	15,57 PLN	3,58 PLN	19,15 PLN

left crank	pc	19,50 PLN	4,49 PLN	23,99 PLN
Crank with teeth wheel	pc	28,00 PLN	6,44 PLN	34,44 PLN
Electrical socket	pc	6,30 PLN	1,45 PLN	7,75 PLN
Basket	pc	8,85 PLN	2,04 PLN	10,89 PLN
Lamp front	pc	19,93 PLN	4,58 PLN	24,51 PLN
Lamp back	pc	11,63 PLN	2,67 PLN	14,30 PLN
Brake rope (band)	pc	2,46 PLN	0,57 PLN	3,03 PLN
Link (band) of the derailleur	pc	1,90 PLN	0,44 PLN	2,34 PLN
Chain	pc	5,70 PLN	1,31 PLN	7,01 PLN
Mouning the basket	pc	18,06 PLN	4,15 PLN	22,21 PLN
Mounting the chain shield	pc	6,72 PLN	1,55 PLN	8,27 PLN
Back flashing light	pc	1,59 PLN	0,37 PLN	1,96 PLN
tyre 26 x 2.125	pc	27,41 PLN	6,30 PLN	33,71 PLN
Backpack shield (back)	pc	24,61 PLN	5,66 PLN	30,27 PLN
Chain shield	pc	5,70 PLN	1,31 PLN	7,01 PLN
Brake line shield	cur.meter	1,67 PLN	0,38 PLN	2,05 PLN
Derailleur shield	cur.meter	2,11 PLN	0,49 PLN	2,60 PLN
Pair of pedals	pc	13,26 PLN	3,05 PLN	16,31 PLN
Hub front (dynamo)	pc	164,90 PLN	37,93 PLN	202,83 PLN
Back hub	pc	130,05 PLN	29,91 PLN	159,96 PLN
Pusher for derailleur	pc	8,87 PLN	2,04 PLN	10,91 PLN
Front wheel with dynamo	pc	196,00 PLN	45,08 PLN	241,08 PLN
Derailleur with steering module	pc	20,40 PLN	4,70 PLN	25,10 PLN
Lighting ducts	cur.meter	5,12 PLN	1,18 PLN	6,30 PLN
Bike frame	pc	457,38 PLN	105,20 PLN	562,58 PLN
Left handle	pc	5,49 PLN	1,26 PLN	6,75 PLN
Right handle	pc	4,71 PLN	1,08 PLN	5,79 PLN
Saddle	pc	15,30 PLN	3,52 PLN	18,82 PLN
Advertisement wings	pc	33,60 PLN	7,73 PLN	41,33 PLN
Steer of a rider	pc	5,69 PLN	1,31 PLN	7,00 PLN
Stop / Support	pc	14,40 PLN	3,31 PLN	17,71 PLN
Support 115mm	pc	12,56 PLN	2,89 PLN	15,45 PLN
Spoke front	pc	0,27 PLN	0,06 PLN	0,33 PLN
Spoke back	pc	0,27 PLN	0,06 PLN	0,33 PLN
Seatpost	pc	15,63 PLN	3,59 PLN	19,22 PLN
Screw of roller brake	pc	19,90 PLN	4,58 PLN	24,48 PLN
Adjusting screw of the brake lever	pc	0,62 PLN	0,14 PLN	0,76 PLN
Back 3-pole wheel	pc	148,50 PLN	34,16 PLN	182,66 PLN
Fork	pc	43,00 PLN	9,89 PLN	52,89 PLN
Steering wheel support	pc	16,93 PLN	3,89 PLN	20,82 PLN
Clamp of seatpost	pc	6,00 PLN	1,38 PLN	7,38 PLN
Coding lock ABUS	pc	56,10 PLN	12,90 PLN	69,00 PLN
Electrical lock	pc	672,00 PLN	154,56 PLN	826,56 PLN

*May be changed.

Compensation

Theft, loss or destruction of a standard bicycle	2000 PLN
Theft, loss or destruction of a cargo bike	7000 PLN