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REGULATIONS OF THE URBAN BICYCLE SYSTEM

CIECHANOWSKI ROWER MIEJSKI

I. PRELIMINARY PROVISIONS

1. These Regulations set out the terms and conditions and rules for the use of the **Ciechanow City Bicycle** System in **Ciechanow**, which operates in the area designated by the **Municipality of Ciechanow**, according to Appendix No. 1 to the Regulations.
2. These Terms and Conditions are available at <https://ciechanow.bike> and on the dedicated ROOVEE app.
3. The Operator of the **Ciechanowski Rower Miejski** system is ROOVEE S.A, with its registered office in Warsaw, 33a/7 Ryżowa St., 02-495 Warsaw (hereinafter: "**Operator**"). The Operator performs services related to the operation of the **Ciechanowski Rower Miejski** system in the city of **Ciechanów**. 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 **Ciechanowski Rower Miejski** urban bicycle system, the Customer confirms that he/she has familiarized himself/herself with the content of the Regulations and accepts its provisions and undertakes to comply with them.

II. DEFINITIONS

1. **Ciechanowski Rower Miejski** (CRM)-a self-service bicycle rental system consisting of , software, **CRM** station areas, ROOVEE mobile application and ROOVEE LOCKCONTROL.
2. **Mobile** application - an application distributed by ROOVEE S.A., which is Digital Content, designed to be installed on mobile devices with Android or iOS system allowing, among other things, to rent and return a bicycle and to make payment for the rental/ride according to the Table of Fees and Penalties, which is attached as Appendix No. 2 to the Regulations.



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3. **Electronic address (email address)** - a designation of a data communications system that allows communication by electronic means, in particular email.
4. **Update** - means an update to a digital service or digital content.
5. **Customer Service Office or BOK-** service for receiving notifications regarding the *Ciechanowski Rower Miejski* system, by phone at 22 300 51 19, 7 days a week 24 hours a day, (during the period of operation of the *CRM* system), and by email at: bok@roovee.eu or via the mobile application.
6. **Bonus** - an amount determined in accordance with the Table of Fees and Penalties which is charged automatically after a completed ride in the application in the event of renting a bicycle that is not in the vehicle return zone and returning it to the vehicle return station (completion of the ride). The bonus can only be used for rides on the *Ciechanowski Rower Miejski* bicycles, no other equivalent (including cash) is entitled for it.
7. **Riding/rental time** - the time calculated from the moment of rental to the of return of the *CRM* bicycle.
8. **Working days** - days from Monday to Friday excluding holidays.
9. **Safeguarding actions** - all actions that are taken against the Customer in case of violation of *the CRM* System Regulations. These actions, in particular, may include suspension of the account, contacting the Client, calling for payment of the amount due in a situation where the funds in the Client's Account do not allow covering the costs arising from the use of the System by the Client. In the absence of voluntary payment of the amount due, also its enforcement. All cases of theft and destruction of *CRM* System property will also be reported to the relevant authorities.
10. **Customer ID** - a personal set of characters in numeric form, which is also the telephone number provided at registration. The identifier is necessary when authorizing 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



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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 **Ciechanowski Rower Miejski** system.
13. **Road Code** - means the **Road** Traffic Law of June 20, 1997 (Journal of Laws 2023, Item 1047, as amended).
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-time deposit payment that allows you to use the **CRM** system. The minimum balance of funds in your account is specified in the Table of fees and penalties. The initial fee reduced by funds used, can be withdrawn to your account at any time when using the service.
16. **Area of operation of the Ciechanowski Rower Miejski system** - the designated area where the **CRM** system operates.
17. **Ciechanowski Rower Miejski station area** - a designated and marked area where a user can rent or return a rented bicycle. Information about bicycle stations can be found at in Appendix No. 1, ROOVEE Mobile Application and at <https://ciechanow.bike>.
18. **Paid Fee** - the fee that has been charged for the Bicycle Rental in accordance with the Table of Fees and Penalties and collected from the customer's account.
19. **Handling fee** - a fee that is charged when additional costs are incurred due to improper return of the bicycle by the Customer which is calculated in accordance with the Table of fees and penalties, the calculation of which the Customer is entitled to file a complaint.
20. **Additional Fee** - a fee charged at the time of ascertaining the occurrence of actions inconsistent with the Rules of the **Ciechanowski Rower Miejski** system or the Rules of ROOVEE (which can be consulted on <https://roovee.eu>) in accordance with the Table of Fees and Penalties, including leaving the bicycle in an unauthorized place, destruction or theft of the bicycle or any part of the infrastructure belonging to **Ciechanowski Rower Miejski**. The Customer has the right to lodge a complaint against the additional Fee.



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21. **Autopay Online Payments** - Autopay payment system, by means of which the Customer may make payments **Ciechanowski Rower Miejski** system. The operator of the Autopay system is Autopay S.A. with its seat in Sopot, 81-717 Sopot, ul. Powstańców Warszawy 6, registered in the register of entrepreneurs kept in the District Court Gdańsk-Północ in Gdańsk, VIII Economic Department of the National Court Register under the KRS number 0000320590, NIP number: 585-13-51-185, REGON: 191781561.
22. **Stop/Pause** - pause the ride in the Mobile Application by the **CRM** user and by manually closing ROOVEE LOCK CONTROL.
23. **Customer's** account - an individual account of the Customer in the **CRM** system, where there are crediting operations, as well as charges for the use of the system in accordance with the Table of fees and penalties.
24. **Regulations** - these Regulations, which define the types, scope, rules and conditions for the use of the system **Ciechanowski Rower Miejski** in **Ciechanow**, as well as the scope of rights, obligations and possible liability of the Customer and the Customer. Acceptance of these Terms and Conditions and fulfillment of all conditions is a prerequisite for the use of the **Ciechanow City** Bicycle system in **Ciechanow** (including renting the **Ciechanow City Bicycle**) and is also a necessary condition in the process of registration in the **Ciechanow City Bicycle** system. The Customer enters into a contract with the Operator from the moment of acceptance of the Regulations and fulfillment of additional prerequisites specified in the Regulations.
25. **Reservation** - reservation of a selected **Ciechanowski Rower Miejski** bike available in the Mobile Application By the Client under the terms of the Regulations.
26. **RODO** - means Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of individuals with regard to the processing of personal data and on the free flow of such data and repealing Directive 95/46/EC (OJ EU L of May 4, 2016, No. 119, p. 1, as amended).
27. **ROOVEE LOCK CONTROL** - a bicycle security device (equipped with ROOVEE electronic module) implementing the process of: renting and returning the bicycle, controlling the lights on the bicycle, and monitoring the position of the bicycle (GPS, accelerometer).



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- 28. **PNPK** - means a natural person, conducting a sole proprietorship, concluding a direct contract with **the Operator**, when it is clear from its content that it does not have a professional character for him, 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;
- 29. **Bicycle return zone** - the preferred bicycle return location designated by the Operator.
- 30. **Stand** - an element of the *Ciechanowski Rower Miejski* station, used to park *Ciechanowski Rower Miejski* bicycles.
- 31. **Means of electronic communication** - technical solutions, including ICT devices and cooperating software tools that enable individual communication at a distance using data transmission between ICT systems, in particular electronic mail
- 32. **Telecommunication systems** - means a set of cooperating IT devices and software, providing for processing and storage, as well as sending and receiving data via telecommunications networks by means of a telecommunications terminal device appropriate for a given type of network, within the meaning of the Act of July 16, 2004, - Telecommunications Law;
- 33. **Table of fees and penalties** - the price list of services, fees and penalties of the *Ciechanowski Rower Miejski* System applicable to the Customer, which constitutes Appendix No. 2 to the Regulations, and is available on the website <https://ciechanow.bike>.
- 34. **Telecode** - a four-digit number that allows you to rent a bicycle without using the Mobile Application.
- 35. **Information totem** - part of the **CRM** station
- 36. **Digital Content** or **Digital Content** - data produced and delivered in digital form.
- 37. **Agreement** - an agreement concluded between the Customer and the Operator of the *Ciechanowski Rower Miejski* system establishing mutual rights and obligations specified in the Regulations. The contract including the provisions of the Regulations is automatically concluded from the moment of registration of the Customer in the **CRM** system and on condition of the Customer's declaration of acceptance of the Regulations and payment of the initial fee.
- 38. **Electronic Services Agreement** - an agreement under which the Operator provides Electronic Services to the Customer.



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39. **Digital Service or Digital Services**-a service that allows the customer to produce, store, or access digital data and otherwise interact using digital data
40. **u.p.k.** -means the Consumer Rights Act of May 30 2014,
41. **Electronic Services** - means free electronic services provided by the Operator to the Customer, in particular:
- a) Mobile Application account service;
 - b) services ensuring the operation of *Ciechanowski Rower Miejski*
42. **u.ś.u.d.e** - means the Law on Provision of Electronic Services of July 18, 2002,
43. **Bicycle rental** - an operation carried out through the Mobile Application available for download at <https://ciechanow.bike> using the QR code, located on the bicycle, via Telecode, or SMS for a fee in accordance with the Table of Fees and Penalties.
44. **Termination of the rental** - an operation involving manual closure of ROOVEE LOCK CONTROL and termination of the ride in the application or, in the case of a rental made via Telecode or SMS, contacting the BOK to confirm correct termination. Completion of the ride must be done in a public, publicly accessible place excluding underground parking lots, garages, basements, tunnels, buildings, forests, parks, other areas that are closed and private properties, in the area of operation of *Ciechanowski Rower Miejski*.
45. **Purchaser** - *Municipality of Ciechanow, Plac Jana Pawła II 6,06-400 Ciechanow*
46. **Return of a bicycle outside the station area** - return of a bicycle outside the designated areas of the *Ciechanowski Rower Miejski* stations, in a public, publicly accessible place, excluding underground parking lots, garages, basements, tunnels, buildings, forests, parks, other areas that are closed and inaccessible to the public and private properties, in the area of operation of *Ciechanowski Rower Miejski*.
47. **Return of the bicycle area at the station** - return of the bicycle in one of the designated areas, i.e.: the station area or in the **bike** return area of *Ciechanowski Rower Miejski* with observance of the requirements Ending the rental in a public place, excluding the location of: underground parking lots, garages, basements, tunnels, buildings, forests, parks, other areas that are closed and inaccessible to the public and private properties, in the area of operation of *Ciechanowski Rower Miejski*.



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III. GENERAL CONDITIONS FOR USING THE CIECHANOWSKI ROWER MIEJSKI SYSTEM

1. **The Operator** allows 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 <https://ciechanow.bike> in a manner that allows obtaining, reproducing and recording the contents of the Terms and Conditions by means of the data communications system used by the Customer.
4. Pursuant to Art. 6 pt. 1 u.ś.u.d.e., the Operator/Orderer informs that the use of services provided electronically may involve special risks associated with the possibility of loss of availability, confidentiality or integrity of data. In order to minimize the referenced risk, the Operator recommends that Customers use organizational and technical measures adequate to the identified risks, in particular anti-virus or Internet identification protection programs.
5. In order to conclude the Agreement, the Customer is required to provide true and complete personal information.

IV. TECHNICAL CONDITIONS

1. In order to use **Ciechanowski Rower Miejski** via the Mobile Application, the Customer should meet the following technical conditions together:
 - a) having a phone with permanent access to the Internet; equipped with Android, iOS operating system in the version specified in the store relevant to the operating system;
 - b) Installation, on the device referred to in item a) of the Mobile Application
 - c) having an active electronic address (email address) during the period of conclusion and execution of the Agreement or the Agreement for the Provision of Electronic Services that allows receiving and sending messages by means of electrical communication in the form of electronic mail;
 - d) having an active cell phone number during the period of conclusion and execution of the Agreement or Electronic Services Agreement;



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2. The operator provides the latest version of the Mobile Application on Android, iOS and HarmonyOS operating systems in order for the application to work properly you should always install the latest available version.
3. During registration and use of **CRM**, the customer is obliged to keep the password and login secret and not to share them with third parties.

V. CONCLUSION OF THE AGREEMENT

1. Conclusion of the Agreement requires that the Customer meet the following requirements:
 - a) Downloading the Mobile Application and registering an account;
 - b) Performing registration in the **Ciechanowski Rower Miejski** system via the Mobile Application or the website <https://ciechanow.bike>;
 - c) providing the required and correct personal data, i.e. real, PESEL number, e-mail address and cell phone number for further authorization;
 - d) Acceptance of the conditions set forth in the Regulations;
 - e) payment of the initial fee indicated in the Table of Fees and Penalties;
 - f) Having the ability to ride a bicycle;
2. The Agreement is concluded when all the conditions specified in paragraph 1 above are met together.
3. In order to access the Materials, it is necessary to have an account.
4. If the Customer provides incorrect data, **the Operator** may block the Customer's account, which will prevent the use of the **CRM** system

VI. CONCLUSION OF A CONTRACT FOR THE PROVISION OF ELECTRONIC SERVICES

1. In order to conclude an Agreement for the provision of Electronic Services, it is necessary for the Customer to meet the following requirements:

a total of the following conditions:

 - a) acceptance of the Regulations;
 - b) use of the Account service
 - c) use of the Mobile Application
2. The conclusion of Agreement for the provision of Electronic Services takes place when you create an account



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3. The Contract for the Provision of Electronic Services shall expire:
 - a) with respect to the Electronic Services provided to ensure the operation of the Mobile Application upon discontinuation of the use of the Electronic Services, e.g. by uninstalling the Mobile Application;
 - b) in relation to the Electronic Service of the account - at the time of deletion of the account (where possible).

VII. E-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 the first password from the Operator at the email address provided, which must be changed immediately upon receipt.
3. The Operator takes action to ensure the proper operation of **Ciechanowski Rower Miejski** and Mobile Application, the Customer shall immediately inform the Operator of any irregularities in the operation of **Ciechanowski Rower Miejski** and Mobile Application
4. The Operator may carry out technical, maintenance and development work on the Website, in particular, adding, changing or deleting functionalities of **Ciechanowski Rower Miejski** and the Mobile Application,

VIII. GENERAL TERMS AND CONDITIONS OF BIKE RENTAL IN CIECHANOWSKI ROWER MIEJSKI

1. The Customer rents a bicycle from the Contractor under the terms of the Regulations. The Customer agrees to abide by the terms of the Regulations, in particular to pay the fees in accordance with the Table of fees and penalties, use the bicycle in accordance with these Regulations, and to report defects through the application, or by email at bok@roovee.eu
2. The Customer, in order to use the **Ciechanowski Rower Miejski**, should have the skills to ride a bicycle and should be familiar with the provisions of the Road Code in the scope covering the movement of bicycles and should be in good health, which allows the safe use of the bicycle.



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3. From the moment of rental of the bicycle until the termination of the rental, the total responsibility for the bicycle shall be borne by the Customer.
4. In case of theft of the bicycle during the rental, the Customer is obliged to immediately notify the Customer Service at 22 300 51 19 and immediately report the theft to the nearest Police or Municipal Police.
5. In case of improper security of the rented bicycle, the Customer shall be financially responsible for its theft, in particular if he/she fails to manually lock ROOVEE LOCK CONTROL or leaves the bicycle in underground parking lots, garages, basements, tunnels, buildings, forests, parks, other areas that are locked and inaccessible to the public and private properties, in the area of operation of *Ciechanowski Rower Miejski*.
6. A customer can rent a maximum of 5 **bicycles** at a time. In the case of renting several *bicycles* by the Customer shall be fully responsible for all bicycles rented by him.
7. **The Operator** allows the customer to mount their own bicycle seat to the *Ciechanowski Rower Miejski* bicycle. The Customer shall be solely responsible for the mounting and any potential damage resulting from the mounting and use of the bike seat. Before mounting, the customer should carefully check the technical condition of the bicycle, including in particular the **PLACE ON WHICH THE 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 a limited capacity to perform legal acts, must provide **the Operator with a written** of parent (legal guardian) or statutory representative to conclude the Agreement, together with a statement constituting Attachment No. 3 to the Regulations on assuming liability for any damages, in particular in connection with non-performance or improper performance of the Agreement. Consent and declarations must include the handwritten signature of the person making the relevant declarations, as well as contact information for the parent/legal guardian, including telephone number. The Operator/Ordering Party reserves the right to verify the statements including contacting the persons signing the document. The statement must be delivered electronically (scan) to: bok@roovee.eu. After positive



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verification, the Agreement is deemed to have been concluded, and from that time the minor has access to the Mobile Application and can use its functionality.

9. Neither the Ordering Party nor the Operator shall be liable for the provision of false data by persons of limited legal capacity.
10. The customer may use the rented bicycle in the **Ciechanow** Municipality in a specific area, which is defined in Appendix No. 1 to these Regulations. The area can also be consulted on the website <https://ciechanow.bike> and on the mobile application.
11. The stop/pause is included in the rental time and is added to the final fee according to the Table of fees and penalties.
12. The reservation of a bicycle is voluntary and allows you to reserve the bicycle of your choice. The reservation lasts 10 minutes and is not included in the bicycle rental time. If the bicycle is not rented within 10 minutes of the reservation, the reservation is released automatically. The reservation is free of charge. The system operator may limit the number of reservations made in a row, as well as 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 infrastructure of **Ciechanowski Rower Miejski** in a manner inconsistent with the Regulations, the Customer may block his/her account. In such a situation, re-registration may be made only after the **Operator's** prior consent.
14. **The Operator** reserves the right to contact the Customer in order to implement the Agreement.

IX. CUSTOMER LIABILITY AND PROHIBITED BEHAVIOR

1. The Customer is responsible for using the Bicycle in accordance with the Regulations, the purpose 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 through the Mobile Application only within the scope of permitted use.



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3. From the moment the bicycle is rented until the bicycle is properly terminated, the Customer shall be responsible for the bicycle and shall 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 to the bicycle, the Customer should immediately report the defect via the Mobile Application using the option **Report bike defect** and withdraw from riding and renting the damaged bicycle. In the absence of verification of the technical condition of the rented bicycle by the Customer, **the Operator** shall be released from any liability for damages incurred by the Customer to the fullest extent permissible under applicable law.
5. In the event of a malfunction while using the bicycle, the Customer is obliged to report this fact to the Customer Service Office as soon as possible and return the bicycle in the **Ciechanowski Rower Miejski** station area, and in case of inability to continue the ride, to stop further use of the bicycle and return the bicycle at the nearest available place according to the rules of Termination of the rental and Return of the bicycle outside the area .,
6. It is forbidden to use bicycles in a manner inconsistent with their intended use, in particular:
 - a) exceeding the load capacity of the trunk
 - b) use of the bicycle in more than the permitted number of persons allowed to use the bicycle, the value of which has been indicated for the type of bicycle, respectively
 - c) driving a speeding bicycle up high curbs,
 - d) Use of bicycles outside operating areas, including skateparks,
 - e) Stunt riding, performing bicycle stunts,
 - f) Use of a bicycle fraught with the risk of damage to it,
 - g) Changing derailleurs in a bicycle standing and in motion under chain tension,
 - h) exceed the load capacity of the carrier of all types of bicycles and cargo type bicycle cases as well as electric cargo bicycle cases indicated in the Regulations;

Additional penalties will be charged for using bicycles in a manner inconsistent with their intended use, in accordance with the Table of Fees and Penalties - attached as Appendix 2 to the Regulations.



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7. It is forbidden to use the bicycles of *the Ciechanowski Rower Miejski* system by persons under the influence of alcohol, intoxicants, any psychoactive substances or substitutes within the meaning of the regulations on counteracting drug addiction, medications, the intake of which is a contraindication to driving.
8. Customers may use the bicycles only for private use.
9. It is forbidden for the customer to transport bicycles in cars and other means of transport, both public and privately owned.
10. During the rental, the Customer shall be fully responsible for the bicycles lent or made available to third parties, and in particular for any damage and theft, until the proper termination of the rental.
11. It is forbidden for the Customer to use private security devices (such as rope, chain, U-lock, combination locks) that are not part of the **Ciechanowski Rower Miejski** system. The Operator reserves the right to remove 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 No. 2 to the Regulations.
12. The customer is obliged to return the rented bicycle in a condition not deteriorated from the condition in which he decided to rent the bicycle.
13. In case of any problems with the return of the bicycle, the customer is obliged to contact the Customer Service immediately.
14. In case of improper return, in particular, by not locking ROOVEE LOCK CONTROL or returning the bicycle in an unauthorized place, the customer will be charged with any costs for the continuation of the rental and will be fully responsible for theft or damage to the bicycle.
15. The Client shall be liable for any possible damage resulting from non-performance or improper performance of the Agreement up to the full amount.
16. The customer is obliged to cover all fines, penalties and fees imposed on him in connection the use of the bicycle in violation of applicable laws and Regulations.
17. In the case of destruction or th ě damage to the infrastructure of the *Ciechanowski Rower Miejski* system (bicycles, racks, information boards) The customer will be responsible for all costs



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repair. The Customer will be issued a bill or a VAT invoice for making the relevant repair, in accordance with the Table of fees and penalties. The Customer agrees to charge money to cover the damage from his/her available funds in the Mobile Application.

18. If you commit intentional destruction or damage to the infrastructure of the **Ciechanowski Rower Miejski** system, an appropriate notice will be filed with law enforcement agencies, and the person who committed the damage will be required to pay all costs for the damage or destruction done.
19. If the amount due is not paid, **the Operator** reserves the right to take appropriate legal action against the Customer to obtain payment for the executed Agreement, 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 Contractor's Customer for the performance of the Contract are set forth in the Table of Fees and Penalties.
2. Payments for the use of **the Ciechanowski Rower Miejski** system are made using Autopay Online Payments.
3. The customer pays the initial fee and any fees under the Table of Fees and Penalties, through the wallet module in the app.
4. When making a payment, the customer should read and accept the terms and conditions regarding the Autopay Online Payment feature.
5. Any claims and complaints of the Customers related to the provision of payment services or operations of the System shall be addressed to the service provider of the System - Autopay S.A. with its seat in Sopot, 81-717 Sopot ul. Powstańców Warszawy 6, registered in the register of entrepreneurs kept in the District Court Gdańsk-Północ in Gdańsk, VIII Economic Department of the National Court Register under KRS no. 0000320590, NIP no.: 585-13-51-185, REGON no.: 191781561, share capital PLN 2 000 000.



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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, the Customer should contact at the following e-mail address bok@roovee.eu

XI. BICYCLE RENTAL AND RETURN

1. Renting a bicycle is possible if the customer has an active account and has made the initial payment.
2. The rental time including Stop/Pause is charged in accordance with the Table of fees and penalties until the rental is properly terminated. In case of insufficient funds in his/her account, the Client does not have to stop the rental, however, the resulting difference (underpayment) must be paid within 7 days. If the payment is not made within the indicated period, a procedure will be initiated to obtain the amount due from the Operator.
3. The rental is made after launching 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 Customer Service and providing the phone 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 that reads "start bicycle number", e.g. "start 1627629", to the phone number +48 500 70 70 70. After correctly scanning the QR code using the application or providing the correct data to the Customer Service consultant 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 bicycle rental 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 riding. In the event of damage to the bicycle, he/she should immediately report the defect through the Application, mobile using the option **Report a bicycle defect** or by contacting the BOK, and abandon the use (ride) and thus the bicycle rental. 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 system operation area. This may result in difficulty renting the bicycle again.



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7. 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 and leaving the items transported in the basket.
8. The maximum load of the standard type bike is 120 kg.
9. The customer should choose a bicycle for rental taking into account his height and ability to move it freely.
10. Standard type bicycles are designed for use by 1 person.
11. In case of any problems with the rental or return of the bicycle, the User should immediately contact the Customer Service.
12. The customer will not pay an additional fee for returning the bicycle in the area of **the Ciechanowski Rower Miejski** station.
13. If the bicycle is returned outside the **Ciechanowski Rower Miejski** return zone, the customer will be charged an additional fee of PLN 5.00.
14. If a bicycle is left outside the **Ciechanowski Rower Miejski** Operation Area, the customer will be charged a penalty in the amount of:
 - up to 15 km - PLN 200.00
 - more than 15 km - PLN 500.00.

For any damage, damage to the bicycle or theft of the bicycle, if the bicycle is left outside the Area of operation of the **Ciechanowski Rower Miejski**, the Customer is responsible for the full amount.

15. The maximum rental time for a bicycle is 12 hours. The customer will be charged a penalty of 300 PLN for exceeding 12 hours of rental.
16. 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 bicycle return area of **Ciechanowski Rower Miejski** with the requirements of Completing the rental in a public place, excluding the location of: underground parking lots, garages, basements, tunnels, buildings, forests, parks, other areas that are closed and inaccessible to the public and private properties, in the area of operation of **Ciechanowski Rower Miejski**. The bicycle must be based on



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leg/foot. 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.

17. A customer using the mobile application on a smartphone device is required to take a picture of the bicycle after each ride by using the function in the application "Take a picture".
18. The photograph taken of the bicycle referred to in para. 17 above, must be legible and include the entire rented bicycle. The photo, in addition to the indicated bicycle, should not include any other object with distinctive features, and should not capture any persons, including in particular the features of the image of such persons.
19. The Customer is obliged to make sure after each ride made that the ride ended correctly in the application. If the ride cannot be completed in the application, the Customer is obliged to 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 fees and penalties.
20. 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**.
21. In case of incorrect bicycle return, in particular failure to lock the ROOVEE LOCK CONTROL device or leaving the bicycle in an unauthorized place, the Customer will be charged in accordance with the Table of fees and penalties. The Customer shall be fully responsible for the incorrectly returned bicycle until the ROOVEE LOCK CONTROL device is properly locked or the bicycle is left in a place allowed in the area of operation of **Ciechanowski Rower Miejski**.
22. In the event that an accident or collision occurs while using the rented bicycle, the Customer is obliged to write down an appropriate statement or call the Police. If such an incident occurs, the customer is also obliged to inform the Customer Service Office



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XII. BREAKDOWNS AND REPAIRS

1. In the event of any malfunction, the Customer should immediately report it through the application using the **Report a fault** module or make a report through the Customer Service. In case of failure to report a failure, the Customer may be charged with subsequent repair costs.
2. The customer is not authorized to repair the rented bicycle or any other. The only entity authorized to do so is the Contractor.
3. It is recommended that the customer has the opportunity to contact the Customer Service during the use of the rented bicycle (via phone or email).

XIII. FEES

1. All fees are charged in accordance with the Table of fees and penalties, which, in accordance with the provisions of the Regulations, is attached as Appendix 2.
2. Fees for using a rented bicycle vary and depend on the length of the rental/pause.
3. The basis for calculating the fee is the number of minutes of rental, which is counted from the time the bicycle is rented until the time the rental ends.
4. In the event that the billed ride fees exceed available funds, the Customer, in accordance with the provisions of Section XI, paragraph 2 of these Regulations, is required to replenish his 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 from its conclusion without giving reasons and without incurring costs. In order to withdraw from the Agreement, it is necessary for the Consumer or PNPk to make an unequivocal statement, e.g. by mail or e-mail tobok@roovee.eu. To meet the deadline referred to in the first sentence, it is sufficient to send the information on withdrawal from the Agreement before the deadline,



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referred to in the first sentence. A model withdrawal statement is attached as Appendix number 6 to the Regulations. The consumer or PNPK may use it, but there is no obligation to do so.

2. **Opearator** will refund to the Consumer or PNPK the amount it has credited to its account within 14 days from the date of the withdrawal statement. **The Contractor** will refund the Consumer or PNPK using the same payment method used by the Consumer or PNPK, unless the Consumer or PNPK has agreed to make the refund by another method that will not incur any costs for the Consumer or PNPK.
3. If the Consumer or PNPK exercises the right to withdraw from the contract after making a request in accordance with [Articles 15\(3\)](#) and [21\(2\)](#), u.p.k. has an obligation to pay for the services performed up to the time of withdrawal.
4. After the expiration of the period referred to in paragraph 1 above, the Customer has the right to terminate the Agreement at any time during its term. Termination of the Agreement should be sent to tobok@roovee.eu. Termination of the Contract shall take place as soon as possible, but no later than within 5 days after receipt of the termination notice, unless the Customer, according to his/her billing account, **has** unpaid receivables to the Contractor, **in which case the Contract shall be terminated after settlement** of its balance on the billing account to a balance of 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 Client. The funds will be returned within 21 days from the date of termination of the Agreement

XV. ADVERTISEMENTS

1. The Customer is entitled to file a complaint which should be submitted by e-mail or in writing to the Contractor's address.
2. It is recommended that the customer indicate the following information in the complaint:
 - a) name;
 - b) contact information;
 - c) brief description of the situation
 - d) information (evidence) confirming the occurrence of the described situation
3. Complaints will be processed immediately, but within no more than 14 days from the date of receipt or



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delivery of any documents, clarifications and similar supplementary documents. In the event of the need to supplement documents, **the Operator** will indicate the scope of documentation which should be supplemented.

4. The customer will be sent appropriate feedback, either to the e-mail address provided during registration or indicated in the complaint.
5. The filing of a complaint does not relieve the Customer from fulfilling timely obligations due to the Operator.
6. In particular, the processing of complaints involves identifying the problem, thoroughly assessing the validity and resolving it.
7. The Client has the right to appeal once from the decision issued by the Operator within 14 days ~~the~~ delivery of the decision to the Client. The appeal should also be sent to Ryżowa 33a/7, 02-495 Warsaw. The appeal will be considered within 14 days of its receipt. The Customer also has the right to apply for reconsideration of the case that is the subject of the decision, which was issued as a result of a complaint or ~~te~~ may apply with an appeal to **the Municipality of Ciechanow**, Plac Jana Pawła II 6, 06-400 Ciechanow.
8. The customer shall have the right to claim compensation for failure to provide or improper performance of the Service in court proceedings upon exhaustion of the complaint procedure.
9. The operator shall be liable for failure to provide or improper performance of the service limited to actual damage and shall not include lost profits.
10. In the case of complaints regarding fees, penalties charged, etc., and its positive resolution, the money will be returned to the Customer's account in the ROOVEE system, within 14 days of informing the Customer of the positive resolution of the complaint.



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XVI. ACCOUNT BLOCKING

1. In the event of non-compliance with the terms 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 Ciechanowski Rower Miejski system
2. The account may be blocked in particular if the Customer:
 - a) uses the bicycle in a manner inconsistent with its intended use
 - b) failed to complete personal data or provided false data
 - c) leaves 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) ROOVEE account balance is negative
 - h) taking a photo depicting something other than the vehicle used to make the trip

XVII. PERSONAL DATA PROTECTION

1. The Administrator of the Data processed through the ROOVEE System is ROOVEE S.A, 33a/7 Ryżowa Street, 02-495 Warsaw.
2. The Data Controller has appointed a Data Controller whom you can contact via e-mail: iod@roovee.eu.
3. The Data Controller undertakes to process personal data in accordance with applicable regulations, in particular the Regulation on the protection of natural persons in connection with the processing of personal data and on the free flow of such data and the repeal of Directive 95/46/EC (General Protection Regulation), the Act of May 10, 2018 on the protection of personal data (Journal of Laws of 2018, item 1000) and the provisions of the concluded Agreement and with due diligence.



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4. The Data Controller shall apply appropriate technical and organizational measures to protect personal data from being disclosed to unauthorized persons, from being collected by an unauthorized person, from being processed in violation of the law, from being lost, damaged or destroyed.
5. Administrator Danych informuje, że dane osobowe będą przetwarzane w celu realizacji umowy (zgodnie z art. 6 ust. 1 lit b Rozporządzenia 2016/679), w celu odpowiedzi na zapytania i żądania i udzielania pomocy technicznej a podstawą przetwarzania danych jest prawnie uzasadniony interes prawny administratora (zgodnie z art. 6 ust. f of Regulation 2016/679), data about the location of the user's device will be processed in order to be able to indicate to the user information about bicycle stations and to perform the service of showing the route to the nearest bicycle on the basis of consent (in accordance with Article 6(1)(a) of Regulation 2016/679) for the purpose of establishing or possibly investigating/defending claims (in accordance Article 6(f) of Regulation 2016/679).
6. The Data Administrator informs you that your personal data will be kept for the period necessary for the performance of the contract or the existence of a legitimate interest of the Administrator, and after that period for the purposes and to the extent required by law or to secure possible claims.
7. The data controller informs that data processed on the basis of consent will be processed until the consent is withdrawn, and after that event for the purposes, for the period and to the extent required by law, or to secure possible claims.
8. In connection with data processing, the Data Controller informs you that you have the right to access the content of your personal data, the right to rectification, deletion, the right to voluntarily withdraw your consent at any time, as well as the right to limit its processing and the right to data portability.
9. In addition, you have the right to object to the processing of your personal data on the basis of a legitimate purpose of the controller.
10. You have the right to lodge a complaint with the supervisory authority if, in your opinion, the processing of your personal data violates the provisions of Regulation 2016/679.



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11. Your provision of data is voluntary, however, it is a condition for the conclusion and performance of the contract. Failure to provide personal data will result in the inability to conclude and perform the contract.
12. We would like to inform you that the recipients of the data will be entities responsible for the operation of IT systems, entities providing accounting and legal services, as well as all authorized institutions and authorities applicable laws.
13. Your data does not rely on automated decisions and profiling. Your data will not be transferred to a third country.
14. 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 PNPk has the right to settle complaints out of court, as well as to assert claims.
2. The use of out-of-court processing of complaints, as well as the assertion of claims by the Consumer or PNPk is possible in particular:
 - a) before the permanent amicable consumer courts operating at the Provincial Inspectorates of Trade Inspection. Detailed information on how to access this mode and the applicable procedures can be found on the website of the Office of Competition and Consumer Protection at: https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php;
 - b) by mediation conducted by provincial inspectorates of the Trade Inspection and their branch offices. The role of mediator in the dispute is then performed by an employee of the inspectorate, while maintaining the principles of impartiality and fairness. Detailed information on how to access this procedure and the procedures to be followed are available at the headquarters and on the websites of the individual provincial inspectorates of the Trade Inspection.
3. A consumer or PNPk may also seek the assistance of a county consumer ombudsman. County consumer ombudsmen are available at county offices or city halls (in cities on the



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rights county). Detailed information w rym extent are available at at:
<https://uokik.gov.pl/rzecznicy.php>.

4. A consumer has the right to file a complaint through 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 BYLAWS

1. **The Operator** is entitled to change the Terms and Conditions important reasons in particular:
 - a) the need to adapt the Regulations to changes in laws, recommendations, interpretations or guidelines of competent courts or authorities;
 - b) issuance of a decision by a competent common court or issuance of a decision by a competent authority that may affect the rights or obligations of the **Operator** or the Buyer.
2. The amended Regulations will be published on the Website at <https://ciechanow.bike> and on the Application. In each version of the Terms and Conditions, information on when it is effective has been included.
3. In addition, **the Operator** will notify the Buyer of the planned change to the Terms and Conditions to the electronic address (email) indicated by the Buyer.
4. The amended Regulations will become effective within 14 (in words: fourteen) calendar days from the date of notification to the Customer in accordance with paragraph 3, unless a shorter period is necessary due to mandatory regulations or obligations incumbent on **the Operator** under a decision of a common court or an authority.
5. In case of non-acceptance of the change in the Regulations, the Consumer or PNPK will inform about its decision **Operator** in a manner of their choosing.



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XIII. FINAL PROVISION

1. The Regulations are subject to Polish law and have been drawn up in accordance with Polish law
2. In matters not regulated by these Regulations, provisions of applicable law shall apply.
3. Disputes between the **Operator** and a Customer who is not a Consumer or PNPk will be dealt with by the common court with local jurisdiction over the **Operator's** headquarters. In the case of disputes with a Consumer or PNPk, the jurisdiction of the court will be determined by general rules.
4. The regulations are effective as of 01.04.2025.

Annexes to the regulations:

Appendix No. 1 Stations and zone of operation of the CRM system. Appendix No. 2 Table of fees and penalties.

Appendix No. 3 Statement of parent/legal guardian. Attachment No. 4 Complaint form.

Appendix No. 5 Return of funds form

Appendix No. 6 Model statement of withdrawal from the contract



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Appendix 1

Stations and area of operation of the CRM system

I. Ciechanowski Rower Miejski stations

- 1) City Hall
- 2) Railway Station
- 3) Insurgents of Greater Poland
- 4) Home Army
- 5) MOSIR Indoor Swimming Pool
- 6) Kosciuszko Square
- 7) Kąpielisko Krubin
- 8) Ciechanow Industrial
- 9) Torus Science Park - virtual station,
- 10) Municipal Cemetery - virtual station
- 11) Alexandrovka - virtual station
- 12) Fabryczna - virtual station



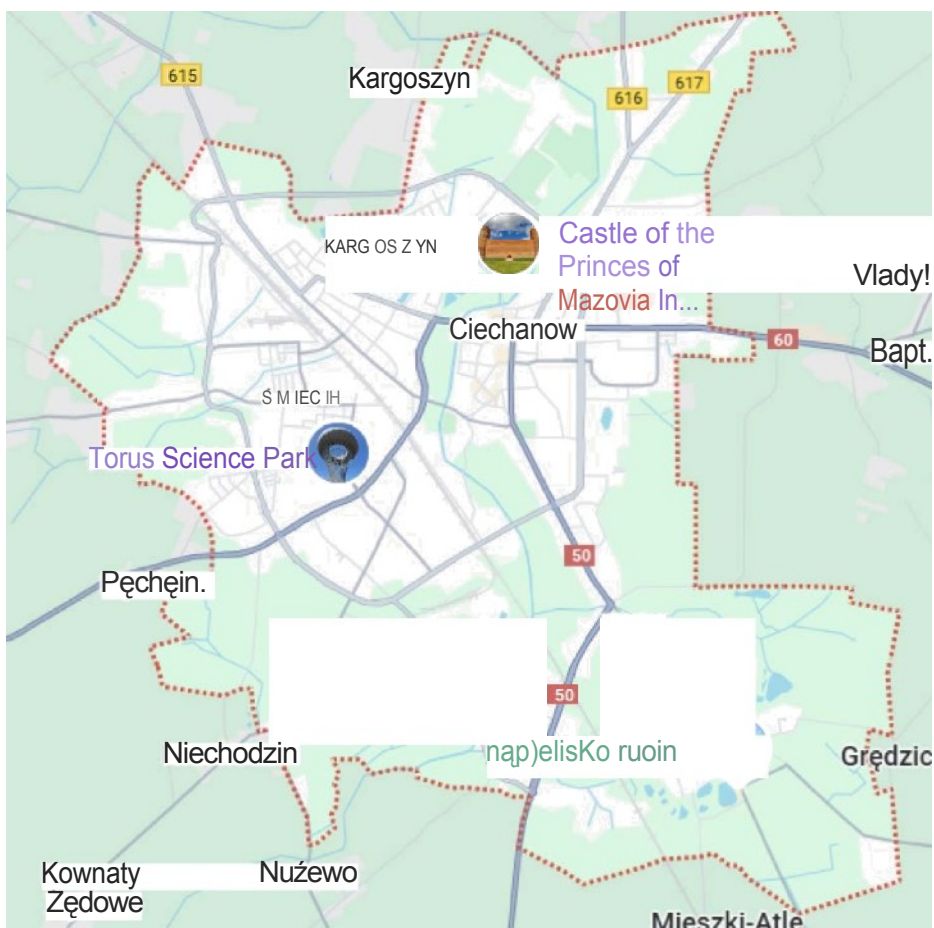
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II. Area of operation of the Ciechanowski Rower Miejski system



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Appendix 2

Table of fees and penalties

Lp.	Title	Gross amount
1.	Initial fee (to be used for rides with the possibility of return)	PLN 10.00
2.	Minimum balance of funds to start the ride by bike	PLN 10.00
3.	Fee for renting a bicycle for 0 to 20 minutes	0.00 00zł
4.	Fee for renting a bicycle for a period of 21 to 60 minutes	PLN 1.00
5.	Fee for renting a bicycle for 61 to 120 minutes	PLN 2.00
6.	Fee for renting a bicycle for a period of 121 to 180 minutes	PLN 3.00
7.	The fee for renting a bicycle for a period of 181 to 240 minutes and each additional hour	PLN 4.00 per hour
8.	Additional charge for each additional hour started	PLN 7.00
9.	Fee extra for exceeding time 12 hours rentals	300.00 zł
10.	Additional fee for leaving a bicycle outside the designated bicycle zone w area functioning of the system Ciechanow City Bike	PLN 5.00
11.	Bonus for the user renting a bicycle located outside the station and returning the bicycle to the station	PLN 3.00
12.	Additional fee for leaving a bicycle outside the area operation of the Ciechanowski Rower Miejski system (up to 15 km)	PLN 200.00



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13.	Additional fee for leaving a bicycle outside the area operation of the Ciechanowski Rower Miejski system (from 15 km)	500.00 zł
14.	Additional fee for using a bicycle contrary to its intended use (in particular, riding on a skatepark, stunt riding or riding on a surface not intended for that purpose resulting in damage to the bicycle)	500.00 zł
15.	Additional fee for carrying third parties in a manner inconsistent with the Regulations	300.00 zł
16.	Additional fee for leaving a bicycle in a place other than public(including garages, private property, closed cemeteries, basements, buildings, cars)	500.00 zł

Lp	Penalty fee for destruction or theft of individual elements:	Gross amount
1.	For theft or total destruction of a bicycle	PLN 5,000.00
2.	Bicycle frame	PLN 4,000.00
3.	Dynamo	400.00 zł
4.	Front lamp	80.00 zł
5.	Rear lamp	80.00 zł
6.	ROOVEE LOCK CONTROL	PLN 1,200.00
7.	Steering wheel	PLN 200.00
8.	Bell	40.00 zł
9.	Pedal	PLN 50.00
10.	Basket	PLN 200.00
11.	Tire	PLN 100.00
12.	Rim	PLN 200.00



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13.	Spoke	PLN 2.00
14.	Saddle	PLN 200.00
15.	The post	PLN 150.00
16.	Fender	PLN 100.00
17.	Power cords, plugs	PLN 150.00
18.	Support	PLN 100.00
19.	Hub	700.00 zł
20.	Fork	250.00 zł
21.	Grabs	PLN 50.00
22.	Handles	PLN 100.00
23.	Brake levers:	PLN 200.00
24.	Crank	40.00 zł
25.	Handlebar support:	PLN 200.00
26.	Seat	1000.00 zł
27.	Repair work (one hour):	PLN 70.00



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Appendix 3

Statement by parent/legal guardian

Statement (parent/guardian)

I, the undersigned, consent to the conclusion by my child (minor)

.....
child's name

.....
guardian's name

.....
caregiver's phone number

.....
e-mail address of the caregiver

Agreement with ROOVEE S.A. for use of the Ciechanowski Rower Miejski System.

I accept the Rules and Regulations and declare that I assume full responsibility for any damages, arising in particular in connection with the minor's failure to comply with the Rules and Regulations, and I will cover the current liabilities specified in the Table of Fees. I further undertake to replenish my child's (minor) account in the Ciechanowski Rower Miejski System via the mobile application.

.....
date

..... locality,
legible signature of parent/guardian



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Appendix 4

Complaint form

Complaint

I, (Name) (Phone number)

I am filing a complaint regarding the bicycle rental number z (name of zone, exact address)

I rented a bicycle using the mobile application / telecode / SMS at hrs....., however

I made the return at....., at the zone / bicycle station / outside the zone, at:

..... The total time of driving/renting/pausing/stopping was I do not agree with the charge of because

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

(reason for complaint)

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



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Appendix 5 Refund form

Return of funds

I,.....,
(Phone number) (email address)

I request the return of funds accumulated in the ROOVEE system in the amount of

On account:

..... Full name of bank:
..... Account number:
.....

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



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Exhibit 6.

Model declaration of withdrawal from the contract

.....

(place and date)

CUSTOMER:

..... (name)

..... (mailing

address)

ROOVEE S.A.

Declaration of withdrawal from the Agreement

I the undersigned

..... (name)

I hereby withdraw from the Agreement concluded between me and ROOVEE S.A. on

.....

(signature)



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