

**Terms of Service  
of the Wrocław Urban Bike System**

Valid from 01 March 2019

**I. General Provisions**

1. The hereby Terms of Service specify the principles and conditions of use of the Wrocław Urban Bike System (hereinafter referred to as: WUBS), launched and operating within the administrative borders of the Wrocław Municipality.
2. Terms of Service of WUBS as well as the Privacy Policy are available free of charge on the internet website [www.wroclawskirower.pl](http://www.wroclawskirower.pl) in such a way so as to enable familiarising with the contents, obtaining, broadcasting and recording them. These documents may be obtained at the office of Nextbike Polska S.A. with its registered seat in Warsaw, which is the Operator of WUBS.

3. Contact:

Nextbike Polska S.A.  
ul. Przasnyska 6b  
01 – 756 Warszawa  
e-mail: [ck@wroclawskirower.pl](mailto:ck@wroclawskirower.pl)  
Tel: 71 738 11 11

4. Nextbike Systems are compatible, that is setting up an account in one of the systems enables the use of bike rental stations in other cities, unless the terms of service of a given system indicate otherwise.

**II. Definitions**

1. **Mobile Application** – mobile application enabling the use of WUBS. The use of Mobile Application is possible on smartphone type of devices with an adequate, valid Android or iOS system, which facilitate the download of the Mobile Application from an online store. The Application is available for download free of charge at Google Play stores and Apple AppStore, whilst permanent access to the Internet as well as registration of Client Account within WUBS System is the condition for its download and use.
2. **Account blockade** – preventive measure consisting of preventing the use of WUBS system, which may be applied by the Operator in case of breaching by the Client of provisions of the hereby Terms of Service, in particular a breach which constitutes damage to the property of the Operator.
3. **O-lock Blockade** – preventive measure of a bike in the form integrated with the clamp “O” frame, without which it is impossible to complete Rental. The blockade serves the function of securing bikes at the time of applying the Standstill function. O-lock blockade is mounted on the rear wheel and it remains open during a ride. The blockade constitutes an accessory of each Bike.
4. **Promotional voucher** – voucher offered by the Operator which enables topping up Client Account. The voucher amount and its purpose is established by the Operator and it is non-refundable. The means from the vouchers are used in the first place, prior to the means paid in by the Client.
5. **Price List and Table of Additional Fees** – price list of WUBS services and charges, constituting an integral part of the Agreement. Price list and Table of Additional Fees constitutes Appendix no. 1 to the hereby Terms of Service and is available on the Internet Website as well as within the Mobile Application.
6. **Contact Centre of WUBS (CC WUBS)** – service launched by the Operator, ensuring contact with the Operator by means of:

infoline available 24/7 at the following number: 71 738 11 11

electronic post under the address [ck@wroclawskirower.pl](mailto:ck@wroclawskirower.pl)

Information regarding the functioning of CC is available on the internet website [www.wroclawskirower.pl](http://www.wroclawskirower.pl)

7. **Duration of Rental** – time counted from the moment of Rental (unblocking) without prior Reservation, until the moment of its Return through closing of O-lock blockade. Whilst, it is assumed that a Standstill is counted into the rental time.
8. **GPS** – device mounted on a Bike, designated for monitoring the bike's route and its location.
9. **Client Identifier** – individual number assigned to a Client, corresponding to the number of the mobile phone indicated during registration and a 6-digit PIN number. Any proximity RFID card may serve as an identifier. Details concerning registration and Client identifiers have been described in Section VI Registration.
10. **Client/ User** – natural person, participant of the WUBS System who has accepted Terms of Service and carried out registration in the WUBS System as well as concluded Agreement with the Operator.
11. **Client Account/Account** – personal Client account created during registration for the purposes of using WUBS System as well as charging fees in line with Appendix no. 1 to the Terms of Service. Client may link compatible cards and mobile devices with his or her WUBS account, in accordance with RFID standard, facilitating the process of Bike Rental.
12. **Cost of repair** – cost calculated by the Operator in relation to the damage of a Bike, based on Appendix no. 2 to the hereby Terms of Service.
13. **Top-up amount** – amount of top-up at the minimum level of 1 PLN paid to Client Account on account of Rentals.
14. **Minimum Account balance** – minimum balance which a Client ought to have in order to be entitled to a Bike Rental.
15. **Operator** – Nextbike Polska S.A. which realizes the service for WUBS with its seat at ul. Przasnyska 6b, 01-756 Warszawa, entered into the register of entrepreneurs of the National Court Register, maintained by the District Court for the city of Warsaw, XII Economic Department of the National Court Register under the KRS number 0000646950, REGON number 021336152, NIP number 8951981007,
16. **Initial fee** – amount of registration fee paid by a Client upon registration at WUBS. The initial fee has been defined in Appendix no. 1. It shall be settled towards the fees for rental.
17. **Privacy Policy** – document separate to the Terms of Service, elaborated by the Operator, specifying the conditions of processing by the Operator of personal data of Clients. Privacy policy is available under the following address: [www.wroclawskirower.pl/polityka-prywatnosci](http://www.wroclawskirower.pl/polityka-prywatnosci).
18. **Explanatory proceeding** – legal and factual actions undertaken by the Operator, targeted at establishing the circumstances and events occurring in relation to the use of Bikes, in particular, those related to breaching of the hereby Terms of Service, accidents and collisions or damages to the property owned by the Operator.
19. **Standstill** – function allowing to park a Bike without having to return it. Standstill is available from the level of Mobile Application.
20. **Terms of Service** – the hereby Terms of Service define principles and conditions of availing of WUBS, and in particular, conditions, scope of rights and obligations and responsibility of persons who avail of the possibility of Renting Bikes in WUBS.
21. **Reservation** – function dedicated to non-standard Bikes, thanks to which a Client may remotely reserve non-standard Bikes. Details concerning Reservation have been described in Clause VII of the Terms of Service.
22. **Children Bike** – bike with wheel rims in dimensions of 20 inches, designated for the use by one child at a time, above 6 years of age, with the height of at least 120 cm and weight of up to 60 kg. The use of Children Bike may occur solely under the supervision of adults.

23. **Electric Bike** – bike powered by electric drive which supports pedalling of a User to reach the maximum speed of 25 km/h. This Bike is designated for use by one person, who has completed the age of 13 and who fits into the range between 150 and 195 cm in height. This Bike is equipped in wheel rims with dimensions of 26 inches, whilst its working load of up to 115 kg of the person riding it only.
24. **Non-standard Bike** – another type of Bike, alternative to a standard and children bike, that is: electric, cargo, handbike type, collapsible bike or tandem type of bike.
25. **Standard Bike** – basic type of bike made available under WUBS by the Operator. This Bike is designated for use by one person, who has completed the age of 13 and who fits into the range between 150 and 195 cm in height. This Bike is equipped in wheel rims with dimensions of 26 inches, whilst its working load of up to 115 kg of the person riding it only. It is equipped in a basket with capacity of 15 litres.
26. **Cargo type of Bike** – bike with a cargo box equipped in foldable benches for transporting of children and a set of safety belts. Maximum payload of the box amounts to 100 kg.
27. **Handbike type of Bike** – triple wheel bike with manual drive, designated for use by one person with physical disability of lower limbs.
28. **Collapsible type of Bike** – bike designated for use by one person, who completed the age of 13 and fits into the range between 145 and 190 cm of height. This Bike has wheels with rims in dimensions of 20 inches, whilst its working load amounts to 100 kg for the person riding only.
29. **Tandem type of bike** – bike designated for use by two persons of combined weight up to 230 kg.
30. **WUBS Service**- actions performed by the Operator in relation to the exploitation, repairs and maintenance of WUBS.
31. **Non-standard WUBS Station** – place of Rental and Return of non-standard Bikes as well as Standard and Children Bikes for Clients, which is marked with a symbol of WUBS. List of non-standard WUBS Stations is specified in Appendix no. 3. Information on the locations of Standard and Non-standard Stations of WUBS may be found on the Internet Website and in Mobile Application.
32. **Standard WUBS Station** – place of Rental and Return by Clients solely of Standard Bikes and Children Bikes, marked with a WUBS symbol, equipped in bike stands where Bikes are parked (returned) by means of an O-lock Blockade. Information on the locations of Standard and Non-standard Stations of WUBS may be found on the Internet Website and in Mobile Application.
33. **User zone** – administrative borders of the Wrocław Municipality.
34. **Internet website** – website launched by the Operator [www.wroclawskirower.pl](http://www.wroclawskirower.pl), containing the necessary data for commencement and further use of WUBS.
35. **Wrocław Urban Bike System/ WUBS System** – system of Bike Rental Stations launched by the Operator, which includes, in particular, Bikes, technical infrastructure, software and devices which enable Rental of Bikes, Reservation, Standstill and Return of Bikes.
36. **WUBS Terminal / Terminal** – device designated among others for: registering Clients in WUBS system of rental and return of Bikes, carrying out payments by means of payment cards.
37. **Agreement** - Agreement between Client and Operator which establishes mutual rights and obligations specified in the hereby Terms of Service. It is agreed that the Agreement containing the provisions of the hereby Terms of Service shall be automatically concluded at the time of registration of the Client within WUBS subject to initial fee payment paid during the registration process of the Client and their acceptance of the Terms and Conditions. Personal Data Controller shall be Nextbike Polska S.A.
38. **Bike rental/ Rental** – unblocking of a Bike by means of Client Identifier or via another method as specified in clause VI.1 in order to commence a journey. Rental Process is specified in detail in clause VIII of the Terms of Service.

**39. Bike Return / Return** – return of a Bike to the appropriate Standard / Non-standard Station of WUBS or outside of it through closing of the O-lock Blockade. The process of Bike Return is specified in clause XI of the Terms of Service. The use of Standstill function cannot be understood as Bike Return.

### III. General rules of using the Wrocław Urban Bike System

1. The condition for the use of WUBS System is submission by the Client of the required personal data upon registration, the acceptance of conditions defined in the hereby Terms of Service, payment of initial fee, and clicking on the activation link. The condition for the use of WUBS is, furthermore, maintenance of a minimum top up level on the Client's account during the time of each rental, in the amount of no less than 10 PLN (in words: ten zloty).
2. Persons who are above 13 years of age but did not complete 18 years of age (further referred to as Minors) may avail of WUBS subject to the consent of their parents or legal guardians. Such parent or legal guardian bears responsibility on account of any potential damages which may occur, in particular in relation to the non-execution or incorrect execution of the Agreement and to cover ongoing commitments specified in Appendix no. 1 and Appendix no. 2. It is required that consent of at least one of the parents or legal guardians for the use of Account by minor is submitted to the Operator:
  - a. in the form of scanned letter by electronic means to the email address [ck@wroclawskirower.pl](mailto:ck@wroclawskirower.pl),
  - b. via registered letter sent to the address of the Operator,
  - c. submitted in person at the headquarters of the Operator.
  - d. sent as an attachment to the submission via Mobile Application,

Consent should include:

- e. telephone number of the minor for which the account is registered
- f. first name and surname of the parent or legal guardian,
- g. consent for the use of WUBS System by the minor,
- h. first name and surname of the minor,
- i. date of birth of the minor,
- j. handwritten signature of the parent or legal guardian,
- k. date and place of granting the consent.

The template of such consent is available on the website [www.wroclawskirower.pl](http://www.wroclawskirower.pl)

3. The Client may rent up to two bikes simultaneously.
4. The use of Rented Bike is allowed within the limits of the User Zone.
5. The use of bikes via WUBS System may take place solely for non-commercial reasons.
6. Parties to the Agreement undertake to mutually inform each other of any changes to addresses or other data identifying them, indicated during registration in the system.

### IV. Responsibility / Obligation

1. The Operator realizes services related to the service of WUBS System and bears responsibility for its proper functioning.
2. The Operator shall not bear responsibility for any direct or follow up damages as well as lost benefits caused as a result of improper performance of the Agreement by the Client, or for any other damages for which the Client is responsible, with the exclusion of damages caused by the Operator purposefully. The above provisions shall not affect, in the scope of agreement within the scope of agreement with Clients article 473 of the Civil Code.
3. The Client is obliged to abide by the provisions of the Terms of Service, in particular, in the scope of making the agreed payment of the fee and the use of the bikes in accordance with the Terms of Service.
4. The Client is responsible for the use of a Bike in accordance with its designation and with the provisions of the Terms of Service. In the event of non-compliance with the provisions contained within the Terms

of Service, the Operator shall be entitled to block Client Account. Detailed conditions related to such blocking have been specified in Clause XIII of the hereby Terms of Service.

5. The Client shall be responsible for all damages and demolitions stemming from non-compliance with the Terms of Service. The Client may be charged with costs of repair of such damages, including the cost of bike restoration specified in Appendix no. 1 Price list and Table of Additional Fees and Appendix no. 2 Costs of repair and restoring of a bike in WUBS System. The Operator shall submit an adequate receipt or VAT invoice to the Client for completion of the necessary repair works.
6. The Client bears full and total responsibility and undertakes to cover any tickets, fines, fees etc. obtained by the Client, related to the use of the Bike and imposed on them out of their own fault. The Client bears responsibility for fines, tickets, and fees etc. which have been imposed on them and which result from Operator's fault.
7. It is not permitted to use WUBS Bikes for mountain trips, jumps, stunt tricks. It is not allowed to race or use the Bike to drag or push anything. Carrying luggage is allowed only in the rack designated for this purpose. Hanging anything on the bike frame or on any other bike elements is not permitted.
8. The use of WUBS System bikes by persons under the influence of alcohol or other narcotic substances, psychotropic substances or equivalents in the meaning of provisions on counteracting drug addictions; strong anti-allergic drugs, other medicines which by definition are forbidden or recommend not to be applied for drivers of any vehicles, is forbidden.
9. The users are forbidden to transport the WUBS Bikes via vehicles and other means of transport, owned by private persons, as well as by the means of public transport.
10. The use of any protection which is not a standard WUBS System element in order to immobilize the Bike is forbidden. The Operator reserves the right to remove inadequate protections applied by the Client. All costs of restoring Bikes to the state enabling realisation of further Rentals shall be borne by the Client.
11. The Client is responsible for the Bike he or she rents from the moment of Rental to the moment of Return.
12. In case of lack of return of a Bike due to any reason - including also in case of its loss or theft - the Client shall be burdened with a contractual penalty in accordance with Appendix no. 1 for each rented Bike.
13. The Client undertakes to return the Bike in the same state as it was in at the time of Rental. In particular, the Client is obliged to undertake actions targeted at preventing staining of the bike or occurrence of any damages outside of the standard use and theft of the rented Bike.
14. In the event of theft of the Bike that occurs during Rental, the Client is obliged to inform CC WUBS immediately after noticing the incident.
15. In case of improper Return of the Bike out of the Client's fault, the Client bears costs of its further Rental and is responsible for any potential theft or damage. In the event of any difficulties with the return of the bike the Client is obliged to contact CC WUBS.

## **V. Fees.**

1. Fees within the WUBS System are calculated according to the table of charges enclosed in Appendix no. 1 Pricelist and Table of Additional Fees, available on the website, within Mobile Application as well as at CC WUBS. Duration of Rental is considered as the basis for calculating the fees for the Bike use.
2. Payment for services and products offered within the WUBS system may be conducted through:
  - a. the use of payment cards,
  - b. online payments available post logging in on the website to Client Account,

- c. Form of payment transfer, realized at the post office or bank, generated by the payment operator. The form is available upon logging in on the website in the Client Account.
  - d. through authorizing WUBS Operator to charge Client's credit or debit card with all calculated fees, including also the amounts due in relation to each delayed return, fees on account of damages, theft or loss of Bike/ Bikes.
3. Information concerning payment cards are processed by external service provider and are not stored nor disclosed to the Operator.
4. All payments are transferred to the account of the Operator.
5. At Client's request, the Operator will provide the Client with VAT invoice. For this purpose, The Client shall contact the Operator electronically to the email address of the Operator, for the purpose of indication of data necessary for the issuance of VAT invoice.
6. In case when charging the fee for the ride exceeds the means on the account the Client is obliged to top up his or her Account at least to reach the balance equal to 0 PLN within 3 working days. In case of failure to settle overdue payments, the Operator reserves the right to commence adequate legal steps against the Client, targeted at obtaining the payment on account of the realized Agreement, which results in the blocking of Account until the time of payment of receivables. The Operator is entitled to calculate statutory interest from the amounts overdue calculated from the day of maturity until the day of factual repayment made in full.
7. In case if the Client is in arrears with payments towards the Operator, the Operator reserves the right to pass the information on overdue amounts to entities indicated by appropriate provisions of law. The Client acknowledges that WUBS Operator is entitled to transfer the overdue receivables he is owed with respect of the Client, stemming from the Agreement, onto third parties, which shall authorize these parties to pursue from the Clients these receivables. The Operator reserves the right to entrust debt collection from the Client to a debt-recovery firm.
8. Reimbursement of charges made towards rentals may be made upon termination of the Agreement. During the term of the agreement with the Operator of WUBS system the payments towards Rentals (top up amount) are non-refundable.
9. The amount of Promotional Voucher which topped up Client Account is non-refundable. It is used before the funds paid by the Client. Details containing: high amounts, term of validity and cause of designation of the Promotional Voucher, are specified in the valid Rules of Promotion, available on the website.

## **VI. Registration.**

1. Prior registration of a Client is the necessary condition for the use of the Wrocław Urban Bike System.
2. Registration may be realized through:
  - a. Website,
  - b. Mobile Application,
  - c. Terminal,
  - d. WUBS contact centre,
3. During the process of registration indication of the following personal data is required:
  - a. mobile phone number,
  - b. first name and surname,
  - c. contact address, that is city, street including flat/house number, postal code, country,
  - d. email address,
  - e. PESEL number,
  - f. optionally - payment card number in case of payment with credit card with the possibility of charging it,

One ought to indicate at least the information that a Client has read and accepted the Terms of Service of WUBS and Privacy Policy of the Operator.

4. Post successful registration a Client will obtain an automatically generated PIN number which, along with a telephone number, serves the purpose of logging into Client Account. Data for logging in are sent via a text message at the telephone number indicated previously and via an email message to the email address indicated upon registration.

In order to facilitate the process of logging into the Account and Bike Rental, a Client has a possibility of synchronizing a RFID card with his or her Account. The method of connecting a card with an Account is described in the instruction available on the internet website, within the Mobile Application and in CC WUBS.

5. A link will be sent to the email address indicated in the process of registration. Clicking on the link serves the purpose of verifying the correctness of such address and in one of the components which need to be fulfilled in order the Client Account to be activated.
6. Activation of Client Account will occur after fulfilling all the below conditions:
  - a. All the required upon registration data are indicated on Client Account;
  - b. Client has clicked on verification link;
  - c. Client has paid the initial fee.
7. Client accounts which contain incorrect personal data with 0 PLN account balance may be automatically deleted from the WUBS database system.

## **VII. Reservation.**

1. The Operator allows the possibility of reserving, with advance not exceeding 12 hours, a non-standard Bike.
2. Reservation may be conducted through:
  - a. Telephone submission,
  - b. Mobile Application,
  - c. Website,
  - d. Terminal.
3. In case of a reserved non-standard Bike, the Operator provides the service of:
  - a. delivering the Bike to the dedicated stations and its collection from a dedicated station,
  - b. delivering the Bike to a dedicated station and its collection from a non-dedicated station,
  - c. delivering the Bike to a non-dedicated station and its collection from a dedicated station,
  - d. delivering the Bike to a non-dedicated station and its collection from a non-dedicated station.

Such service is subject to additional fees and its cost is specified within the Table of Additional Fees in Appendix no. 1. The list of dedicated stations has been placed in Appendix no. 3.

4. The Bike will await collection from the station until 15 minutes later than the time of collection of such Bike indicated in Reservation.
5. Lack of rental of the reserved non-standard Bike will cause calculation on Client Account of additional fee in accordance with Appendix no. 1.
6. Reservation may be cancelled no later than 60 minutes before the expiry of the declared collection time of a Bike.

## **VIII. Rental**

1. Bike rental is possible in case a Client has an active Account status. Active Account status is understood as:
  - a. Clicking on the activation link post registration,

- b. having a minimum amount of 10 PLN on the pre-paid Account, or
- c. Defining at the Terminal, in the Mobile Application or on the internet website as a payment method, credit card with charging possibility, from which these funds are automatically charged.

2. WUBS Bike may be rented through:

- a. Mobile Application,
- b. Connecting RFID card assigned to the Account to a standard Bike or electric Bike reader,
- c. Terminal, also with the use of RFID card identification,
- d. Contact with WUBS Bike.

3. Non-standard Bike rental is possible solely post prior Reservation. The process of Reservation is described in Clause VII of the Terms of Service.

4. Rental of a non-standard and children Bike is possible at any WUBS Station or outside of it.

5. It is the Client's obligation to ensure, prior to commencing the ride, that the bike is suitable for the designated use, in particular, that the tyres of the bike are inflated and the brakes are in order as well as the lights operate,

6. In case of discovering during the bike rental any failure of the bike, the Client is obliged to immediately report the problem to WUBS CC or via the Mobile Application and return the bike, if possible, to the closest WUBS Station.

7. In case when during rental of a Bike an accident or collision occurs, the Client is obliged to write a statement or call the Police to the site. Furthermore, in case of the occurrence of the above event the Client is obliged to inform CC WUBS of this fact no later than within 24 hours post the event.

8. It is recommended that the Client has a mobile phone with them through which connection may be made with CC WUBS if necessary.

9. Rented Bike may be used in the User Zone. In the course of rental, the User may move beyond the User Zone, however, he or she is obliged to return to it prior to completing the rental and return it within the functional areas, otherwise the User will be charged with a fee in accordance with Appendix no. 1.

## IX. Duration of Rental

1. Duration of Bike Rental commences at the time of unblocking the Bike in accordance with Clause VIII.2 of the Terms of Service and opening the O-lock blockade. It ends at the time of Bike Return in accordance with Clause XI.5 of the Terms of Service that is closing of the O-lock blockade. The use of Standstill function is not understood as Bike Return and is calculated into the Rental Time.

2. Client is obliged to return a Bike having met the maximum Duration of Rental. Details of the possible Duration of Rental are specified in Appendix no. 4.

3. Exceeding the maximum Duration of a single Rental causes additional charging of fees in accordance with Appendix no. 4.

4. The Operator reserves the right to prior contact with the Client in case of any doubts concerning the state of a given bike (i.e. low battery level, non-standard location of a bike).

## X. Standstill.

1. The Operator, by means of the Standstill function, allows the possibility to park a Bike during the lasting Rental. The use of Standstill function is not equivalent to Bike Return.

2. The Function of Standstill is available solely and exclusively in the Mobile Application. Post its selection one must manually close the O-lock blockade.

3. The duration of Standstill is calculated into the Duration of Rental.



## **XI. Return**

1. Standard and children WUBS Bike Return is possible in the User Zone through one of the following methods:
  - a. Standard Return – standard and children Bike Return at a non-standard or standard WUBS station post Rental from a Station,
  - b. Rewarded Return – standard and children Bike Return at the non-standard or standard WUBS Station, post its Rental outside of the Station,
  - c. Paid Return – standard and children Bike Return outside of a non-standard Station or standard WUBS Station, but in the User Zone.

Amounts of premiums and fees for the manner of Returning a Bike XI.1 b and c have been specified in Appendix no. 1.

2. Non-standard WUBS Bike Return is possible solely by way of the following methods:
  - a. to one of the dedicated stations, indicated in Appendix no. 3
  - b. To any WUBS Station.

The cost of delivery and collection of the previously reserved Bike, post completion of Rental, have been specified in Appendix no. 1.

3. It is not allowed to carry out non-standard Bike Return outside of the WUBS Station under the pain of calculating an additional fee in accordance with Appendix no. 1.
4. It is not allowed to return a standard, children and non-standard Bike in hardly-accessible areas such as closed parking lots by the shopping centres, closed estates, private properties or bridges, under the pain of calculating an additional fee in accordance with Appendix no. 1.
5. The Client returns the bike through buckling the O-lock blockade. Bikes ought to be immobilized in such a way so that the front wheel of a Bike remained in a straight line with its frame and allowing the Bike to stand stably on the ground. Bikes must be parked in line with the traffic regulations, so that they don't hinder the road or pedestrian traffic.
6. The Client is obliged to correctly return and secure the bike, as specified in Clauses XI.1 and XI.2. Failure to comply with this obligation may result in:
  - a. calculation of fees for the use of Bike in accordance with the Price List, and in case of rental exceeding the maximum Duration of Rental, calculation of additional fee in accordance with Appendix no. 4 to the Terms of Service (depending on the type of Bike),
  - b. calculation of contractual penalty for loss, theft or damage of a Bike in accordance with Appendix no. 1 to the Terms of Service (depending on the type of Bike).
  - c. Calculation of fees for abandoning a non-standard Bike outside of the WUBS Station in accordance with Appendix no. 1,
  - d. Calculation of fees for Bike abandoning (regardless of the type) in a hardly accessible place, in accordance with Appendix no. 1 to the Terms of Service,
  - e. Calculation of fees for Bike abandoning (regardless of the type) outside of the User Zone, in accordance with Appendix no. 1 of the Terms of Service.

Fees sum up.

## **XII. Failures and repairs**

1. Any failures ought to be reported by phone to CC WUBS or via Mobile Application immediately upon being noticed. In case of each failure which prevents further ride, the Client is obliged to stop and report this via phone to CC WUBS as well as, if possible, return the bike to the closest WUBS Station.
2. Self-repairs, modifications or replacements of any parts within the rented Bike are forbidden. The only authorized entity to perform these actions is WUBS Service.

3. We recommend that a Client has the possibility of contacting CC WUBS at all times when renting a Bike.

### **XIII. Blockade of User Accounts**

1. The Operator reserves the right to temporarily block Client's account in WUBS system in case of non-compliance with the conditions of Bike use at WUBS, specified in the hereby Terms of Service.
2. In particular, the account blockade may occur, when the Client:
  - a. Has not fulfilled personal data specified in Clause VI in the Terms of Service,
  - b. uses a Bike not in line with its designation;
  - c. leaves the Bike unsecured.
3. Blockade of an account may also occur in case when post bike rental by a client the bike has been lost.
4. Permanent blockade of Client Account prevents any future setting up of subsequent account and is equivalent to the termination of agreement with a given Client through his fault.

### **XIV. Complaints**

1. Expression by the Client of dissatisfaction from the service or course of process related to the provision of service is deemed to be a complaint, and in consequence, a demand of improvement of services or reimbursement of part or entirety of the charged fees. Submissions which do not contain a claim directed at the Operator shall not be considered as complaints.
2. Complaints ought to contain at least such data as: first name, surname, address, telephone number, allowing for Client identification. In case of lack of data that would enable identification of a Client, the Operator will leave such submission unattended.
3. All complaints concerning the services provided on the basis of the Terms of Service may be submitted:
  - a. Via electronic means to the email address indicated in Clause I.3,
  - b. via electronic means by filling out a contact form available on the website,
  - c. via Mobile Application,
  - d. via telephone,
  - e. via registered letter to the address of the Operator, specified in Clause I.3
  - f. in person at the headquarters of the Operator.
4. If data contained within the complaint require supplementation, the Operator requests that the complaining person supplements the complaint within the indicated scope prior to reviewing the complaint.
5. The recommended term for submission of complaints is within 7 days from the date of the event which caused the complaint.
6. Submitting a complaint does not release the Client from the obligation of a timely realization of the obligations towards the Operator.
7. The Operator shall process a complaint within 14 days from the date of obtaining it and in case of matters of more complicated nature - within 30 days. In case of the necessity to supplement the complaint the term for reviewing the complaint commences on the day of receipt of documents by the Operator which supplement the complaint or which provide additional explanations/information. In case of an inability to meet the deadline for the review of a complaint, the Operator will inform the Client of any delays, indicating the cause of a delay (circumstances which must be established) and an expected term for the review of the complaint.
8. Response to a complaint shall be posted to the Client via electronic post or traditional post to the correspondence address in a manner specified in the complaint. The Operator may send the response

to an alternative address/ email address indicated for correspondence by the Client who submits a given complaint.

9. The Client has the right to appeal against the decision issued by the Operator. The appeal will be considered within 14 days from the day of its submission to CC WUBS. The appeal ought to be submitted in one of the following manners:

- a. via electronic means to the email address indicated in Clause I.3
- b. via electronic means by filling out a contact form available on the website,
- c. via registered letter to the address of the Operator, specified in Clause I.3
- d. in person at the headquarters of the Operator.

10. The Client may:

- a. direct an appeal against the decision of the Operator directly to CC WUBS within 14 days from the date of receipt of the reply to the complaint.
- b. launch civil action against the Operator in the adequate general court.

## **XV. Termination of Agreement.**

1. Withdrawal from Agreement.

- a. The Client may withdraw from the Agreement concluded with the Operator-on the basis of the provisions of law, without indicating the cause, within the term of 14 days from the date of its conclusion. The term is considered as fulfilled if prior to its expiry, the Client posts a statement of withdrawal from Agreement to the Operator.
- b. The term is considered as fulfilled if prior to its expiry the consumer posts a statement of withdrawal from Agreement.
  - i. sending to the postal address of the Operator, specified in Clause I.3 a written declaration of withdrawal from Agreement.
  - ii. sending by registered letter to the Operator, specified in Clause I.3 a written declaration of withdrawal from Agreement. For this reason the Client may avail of the form on withdrawal from Agreement enclosed in Appendix no. 2 to the Act on Consumer Rights (Journal of Laws of 2017, item 683), however, this is not obligatory.
- c. In case of withdrawal from the Agreement, the Agreement is treated as non-concluded. In case of withdrawal from the Agreement each party is obliged to return to the other party all the items it obtained on the basis of the Agreement. The return of the services occurs no later than within 14 days from the day of receipt by the Operator of the declaration regarding withdrawal from the Agreement. The return of payment is conducted with the use of the same payment methods which were used by the Client in the initial transaction, unless within the declaration of withdrawal from the Agreement the Client agreed to another solution. Another solution ought to be indicated by the Client within the submitted declaration.
- d. Should, pursuant to the demand by a User, the execution of service commence prior to the expiry of the term of withdrawal from Agreement, the User is obliged to pay for the services fulfilled until the moment of withdrawal from Agreement. The return of the services occurs no later than within 14 days from the day of receipt by the Operator of the declaration regarding withdrawal from the Agreement.

2. Termination of the Agreement upon application of the Client

- a. The Client has the right to terminate the Agreement. Termination may be submitted by the Client in the following manner:
  - i. Via electronic means to the email address indicated in Clause I.3
  - ii. via electronic means by filling out a contact form available on the website,
  - iii. via registered letter to the address of the Operator, specified in Clause I.3
  - iv. in person at the headquarters of the Operator.

- b. The termination of the Agreement takes effect immediately, within 14 days from the date of receipt of the termination by the Operator. Liquidation by the Operator of Client Account within WUBS System shall be the result of Agreement termination.
- c. Prior to terminating the Agreement the Client is obliged to top up the means on the Client Account to reach the balance of 0 PLN. Termination of Agreement in a situation in which the balance of the Client Account of the Client is negative remains without effect on the right of the Operator to pursue the amount equal to the unsettled by the Client amount of receivable for services provided by the Operator.
- d. If the funds on the Client Account exceed 0 PLN on the day of Agreement termination they will be reimbursed to the bank account indicated by the Client, unless the Client consented to an alternative solution within Termination of Agreement. Another solution ought to be indicated by the Client within the submitted declaration. Reimbursement of funds will occur within the term up to 14 days from the date of Agreement Termination. In case when the reimbursement of funds triggers the necessity to bear additional costs on the side of the Operator in the form of transfer charges, these costs will be deducted from the funds to the reimbursement of which a Client is entitled.

## XVI. Final Provisions

1. The acceptance of the hereby Terms of Service and the rental of a Bike indicates: a declaration of the health state which ensures safe movement on a bike; ability to ride a bike; possession of permissions required by provisions of law and knowledge of road traffic provisions.
2. The Operator reserves the right to terminate the Agreement with a notice of 14 days in case the Client breaches the provisions of the hereby Terms of Service (i.e. lack of acceptance of the new Terms of Service, non-return of a bike at the required time) while the Client is entitled, in respect of the Operator, to submit claims related to the return of means on the Client Account, provided that they were not used by the Operator previously to cover the payable liabilities chargeable to the Client.
3. The Operator is authorized to introduce changes to the Terms of Service or Privacy Policy effective in the future. The information regarding changes to the hereby Terms of Service or to the Privacy Policy will be sent to the email address indicated upon registration. Lack of written information of lack of acceptance of the change to Terms of Service or Privacy Policy sent to CC RUBS within 14 days from the day of its posting to the Client indicates acceptance of the introduced changes within Terms of Service or Privacy Policy by the Client. Written information of the lack of acceptance by the Client of changes to the Terms of Service or Privacy Policy shall constitute termination of the Agreement by the Client.
4. For all matters unresolved in the hereby Terms of Service the binding legal provisions shall apply, and in particular, the provisions of the Civil Code and the Act on Road Traffic.
5. In case of any discrepancies between the Polish and the foreign language version of the Terms of Service, the Polish version of the document shall prevail.

## Appendix no. 1 PRICELIST AND TABLE OF ADDITIONAL FEES

Pricelist for Standard Bikes		Gross value
Payment for bike rental	from 1 to 20 minutes	0 PLN
	from 21 to 60 minutes	2 PLN
	second hour and each subsequent hour	4 PLN per hour
Payment for exceeding the 12 hour limit of rental		300 PLN

Payment for theft, loss or damage	3690 PLN
-----------------------------------	----------

<b>Pricelist for the following types of Bikes: collapsible, tandem and cargo</b>		
	<b>Time range</b>	<b>Gross value</b>
Payment for bike rental	from 1 to 4 hours	2.50 PLN per hour
	from 5 to 24 hours	no fees
	25 and each subsequent commenced hour	2.50 PLN per hour
Payment for exceeding the 72 hour limit of rental		500 PLN
Payment for theft, loss or damage of the given type of bike	Collapsible	2460 PLN
	Tandem	3690 PLN
	Cargo	9225 PLN
	Electric cargo	13530 PLN

<b>Pricelist for Electric Bike</b>		
	<b>Time range</b>	<b>Gross value</b>
Payment for bike rental	from 1 to 4 hours	5 PLN per hour
	from 5 to 24 hours	no fees
	25 and each subsequent commenced hour	5 PLN per hour
Payment for exceeding the 48 hour limit of rental		500 PLN
Payment for theft, loss or damage		17220 PLN

<b>Pricelist for Children Bike</b>		
	<b>Time range</b>	<b>Gross value</b>
Payment for bike rental	from 1 to 48 hours	no fees
Payment for exceeding the 48 hour limit of rental		350 PLN
Payment for theft, loss or damage		2460 PLN

<b>Pricelist for Handbike type of Bike</b>		
	<b>Time range</b>	<b>Gross value</b>
Payment for bike rental	from 1 to 72 hours	no fees
Payment for exceeding the 72 hour limit of rental		500 PLN
Payment for theft, loss or damage		30750 PLN

### Additional fees

Initial fee	10 PLN
The bonus for returning a standard and children Bike to WUBS Station (rewarded Return)	2 PLN
Abandoning a standard and children Bike outside of WUBS Station (paid Return)	3 PLN
Delivery and collection of non-standard Bike in accordance with Clause VII. 3 a to one of the dedicated stations from Appendix. No. 3	10 PLN
Delivery and collection of non-standard Bike in accordance with Clause VII. 3.b and c of the Terms of Service	100 PLN
Delivery and collection of non-standard Bike in accordance with Clause vii.3.d of the Terms of Service	200 PLN
Lack of rental of the reserved non-standard Bike	50 PLN
Ride on a bike by a larger number of persons than one allowed by the Operator for a given type of Bike	100 PLN
Bike abandoning (regardless of the type) outside of the User Zone	
up to 10 km (from the closest Station)	50 PLN
up to 25 km (from the closest Station)	125 PLN
up to 50 km (from the closest Station)	250 PLN
up to 100 km (from the closest Station)	500 PLN
Above 100 km (from the closest Station)	1,000 PLN
Bike abandoning (regardless of the type) in a hardly accessible place	600 PLN
Non-standard Bike abandoning outside of WUBS Station	350 PLN
Removal of applied protections	200 PLN
Non-authorized ride	100 PLN
Travelling with a bike with the use of other transport means (train, bus, car etc.)	50 PLN

### Appendix no. 2 Costs of repair and restoring of a bike at WUBS System

NAME	Unit of measurement	PRICE*	VAT 23%	TOTAL
Battery	piece	2,310 PLN	531.30 PLN	2,841.30 PLN
O-lock blockade	piece	890 PLN	204.70 PLN	1,094.70 PLN
Front mudguard	piece	10.00 PLN	2.30 PLN	12.30 PLN
Back mudguard	piece	10.00 PLN	2.30 PLN	12.30 PLN
RFID reader	piece	780.00 PLN	179.40 PLN	959.40 PLN
Tube 26 x 1.75	piece	12.00 PLN	2.76 PLN	14.76 PLN
Bell	piece	5.00 PLN	1.15 PLN	6.15 PLN
Brake lever, right side	piece	15.00 PLN	3.45 PLN	18.45 PLN
Brake lever, left side	piece	15.00 PLN	3.45 PLN	18.45 PLN
Roller brake, front	piece	200.00 PLN	46.00 PLN	246.00 PLN
Roller brake, rear	piece	200.00 PLN	46.00 PLN	246.00 PLN
Battery powering cable	piece	27.00 PLN	6.21 PLN	33.21 PLN
GM2.5 cable	piece	15.00 PLN	3.45 PLN	18.45 PLN

EB Bus cable	piece	45.00 PLN	10.35 PLN	55.35 PLN
Speed sensor	piece	45.00 PLN	10.35 PLN	55.35 PLN
Handlebar lift	piece	40.00 PLN	9.20 PLN	49.20 PLN
Left crank	piece	28.00 PLN	6.44 PLN	34.44 PLN
Crank with pinion	piece	50.00 PLN	11.50 PLN	61.50 PLN
Connection block	piece	12.00 PLN	2.76 PLN	14.76 PLN
Basket	piece	168.00 PLN	38.64 PLN	206.64 PLN
Front light	piece	30.00 PLN	6.90 PLN	36.90 PLN
Back light	piece	25.00 PLN	5.75 PLN	30.75 PLN
Brake line (band)	piece	4.50 PLN	1.04 PLN	5.54 PLN
Line (band) of rear derailler	piece	4.90 PLN	1.13 PLN	6.03 PLN
Chain	piece	11.00 PLN	2.53 PLN	13.53 PLN
Basket fix	piece	38.00 PLN	8.74 PLN	46.74 PLN
Chain guard fix	piece	20.00 PLN	4.60 PLN	24.60 PLN
Tyre (26 x 1.75)	piece	31.24 PLN	7.19 PLN	38.43 PLN
Chain guard	piece	50.00 PLN	11.50 PLN	61.50 PLN
Brake line shell	meters	3.40 PLN	0.78 PLN	4.18 PLN
Rear derailler shell	meters	3.19 PLN	0.73 PLN	3.92 PLN
Solar panel	piece	200.00 PLN	46.00 PLN	246.00 PLN
Set of pedals	piece	15.24 PLN	3.51 PLN	18.75 PLN
Front hub (dynamic)	piece	300.00 PLN	69.00 PLN	369.00 PLN
Back hub	piece	300.00 PLN	69.00 PLN	369.00 PLN
Rear derailler pusher	piece	16.43 PLN	3.78 PLN	20.21 PLN
Front tyre with dynamo	piece	350.00 PLN	80.50 PLN	430.50 PLN
Lamp cables	meters	5.12 PLN	1.18 PLN	6.30 PLN
Bike frame	piece	597.38 PLN	137.40 PLN	734.78 PLN
Left handle	piece	9.15 PLN	2.10 PLN	11.25 PLN
Right handle	piece	8.95 PLN	2.06 PLN	11.01 PLN
Engine	piece	2,149.50 PLN	494.39 PLN	2,643.89 PLN
Saddle	piece	25.00 PLN	5.75 PLN	30.75 PLN
Advertisement sides	piece	40.00 PLN	9.20 PLN	49.20 PLN
Headsets	piece	8.69 PLN	2.00 PLN	10.69 PLN
Footer/ support	piece	95.00 PLN	21.85 PLN	116.85 PLN
Support 115mm	piece	48.00 PLN	11.04 PLN	59.04 PLN
Front spoke strengthened	piece	0.50 PLN	0.12 PLN	0.62 PLN
Back spoke strengthened	piece	0.50 PLN	0.12 PLN	0.62 PLN
Seat pillar with engraver	piece	39.00 PLN	8.97 PLN	47.97 PLN
Roller brake screw	piece	40.00 PLN	9.20 PLN	49.20 PLN
Brake lever adjusting screw	piece	5.00 PLN	1.15 PLN	6.15 PLN
Back 3 speed wheel with brake	piece	350.00 PLN	80.50 PLN	430.50 PLN
Back 7 speed wheel with brake	piece	450.00 PLN	103.50 PLN	553.50 PLN
Fork	piece	250.00 PLN	57.50 PLN	307.50 PLN
Handlebar stem	piece	16.93 PLN	3.89 PLN	20.82 PLN
Seat pillar clamp	piece	12.00 PLN	2.76 PLN	14.76 PLN

\* may be subject to changes

### Appendix no. 3 Location of non-standard WUBS Stations

Location
Plac Dominikański (Galeria Dominikańska)
Lotnicza/Na Ostatnim Groszu
Powstańców Śląskich/Aleja Hallera
Rondo Reagana
Żmigrodzka/Broniewskiego

### Appendix no. 4 Duration of Rental

Type of bike	Standard Duration of Rental	Possibility of prolonging the Duration of Rental	Maximum Duration of Rental	Payment for exceeding the 12 hour limit of rental
Children	48 hours	None	48 hours	350 PLN
Electric	48 hours	None	48 hours	500 PLN
Handbike	48 hours	By 24 hours	72 hours	500 PLN
Collapsible	48 hours	By 24 hours	72 hours	500 PLN
Standard	12 hours	None	12 hours	300 PLN
Tandem	48 hours	By 24 hours	72 hours	500 PLN
Cargo	48 hours	By 24 hours	72 hours	500 PLN