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TERMS AND CONDITIONS

BICYCLE-SHARING SYSTEM KIELECKI ROWERMIEJSKI

The project co-funded by the European Union from the European Regional Development Fund, under the Regional Operational Programme for Świętokrzyskie Voivodship for 2014-2020.

I. INTRODUCTION

1. These Terms and Conditions specify the rules for using the Kielecki Rower Miejski City Bicycle-Sharing System in Kielce, which covers the area selected by Kielce Municipality, Rynek 1, 25-303 Kielce, according to Appendix 1 to the Terms and Conditions.
2. These Terms and Conditions are available free of charge. Clients may access it at <https://www.kielce.bike> and in a special mobile application called ROOVEE.
3. The operator of Kielecki Rower Miejski is ROOVEE S.A, ul. Ryzowa 33a/7, 02-495 Warszawa, office@roovee.eu.
4. By using Kielecki Rower Miejski, the Client confirms that they have read the Terms and Conditions and accepts their provisions, and undertakes to follow them.

II. DEFINITIONS

1. **The KRM System(Kielecki Rower Miejski)** – a system of self-service bike rentals consisting of bicycles, software, KRM station areas, ROOVEE mobile application and ROOVEE LOCK CONTROL.
2. **Mobile application** – distributed by ROOVEE S.A., an application that can be installed on mobile devices with Android, iOS

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- or HarmonyOS, enabling, bicycle rental and return, payments for bicycle rental/transfer, according to the Table of Fees and Fines, which constitutes Appendix 2 to the Terms and Conditions.
3. **Customer Service** – a service of accepting enquiries concerning the KRM system, via phone at 22 300 51 19 7 days a week 24 hours a day (at the time of operation the KRM system), via e-mail at: bok@roovee.eu or in the Mobile Application.
 4. **Travel/rental time** – time calculated from the moment a KRM bicycle is rented until it is returned.
 5. **Security Measures** – any actions undertaken in relation to the Customer in the event of violation of the KRM System Terms and Conditions. These activities include, in particular, suspension of an account, contact with the Client, a request for dues, if the funds on the Client's Account make it impossible to cover the costs arising from the use of the System. If the dues are not paid voluntarily, also their execution. Any theft or destruction of the KRM system's property will be also reported to the competent authorities.
 6. **Client's ID** – a personal set of characters in a numeric format, which is also the telephone number provided during registration. The ID is necessary for authorisation of bicycle rental and return, and for communication with the Customer Service team.
 7. **Customer** – a natural person using the KRM system by concluding an appropriate agreement.
 8. **Operator** – ROOVEE S.A., providing services related to the operation of the KRM system in Kielce.
 9. **Initial Deposit** – a one-time deposit payment allowing the use of the KRM system. A minimum balance on the account is specified in the Table of Fees and Penalties. The Client may pay the initial fee, reduced by the used funds, to their account at any time.
 10. **Paid fee** – a fee charged for bike rental, charged to the Client's account.
 11. **Processing Fee** – a fee charged when the Client incurs additional costs arising from inappropriate return of a bicycle. When it is charged, the Client is entitled to file a complaint within 14 days.
 12. **Additional fee** – a fee charged for actions in breach of the Terms and Conditions of Kielecki Rower Miejski or the ROOVEE Terms and Conditions (available at <http://roovee.eu/downloads/regulamin.pdf>), including leaving a bicycle in a prohibited location, destruction or theft of a bicycle or any part of the infrastructure owned by Kielce Municipality. A detailed amount of the fees can be found in the Table of Fees and Penalties, included in Appendix 2 to these Terms and Conditions. The Client is entitled to file a complaint within 14 days from the day the Additional Fee is charged.
 13. **Autopay Online Payments** – the Autopay payment system which the Client can use to make payments in the KRM system. The operator of the Autopay system is Autopay S.A. with its registered office in Sopot, 81-717 Sopot, ul. Powstańców Warszawy 6, entered into the Register of Entrepreneurs kept by the District Court Gdańsk-North in Gdańsk, 8th Commercial Division of the National Court Register under KRS number 0000320590, NIP: 585-13-51-185, REGON: 191781561.
 14. **Stop/pause** – interruption of a bicycle ride in the KRM user's Mobile Application and by manually locking the ROOVEE LOCK CONTROL.
 15. **Client's Account** – an individual Client's account in the KRM system, where transactions are completed, and where charges are made for the use of the system, according to the Table of Fees and Penalties.
 16. **Terms and Conditions** – these Terms and Conditions specify the types of, the scope of and the rules for using the KRM system in Kielce, as well as the scope of rights, obligations and potential liability of the Operator and the Client. Approval of these Terms and Conditions and compliance with all conditions is the basis for the use of the KRM system in Kielce (including rental of a KRM bicycle), and it is also a necessary condition for registration in the KRM system. The Client concludes an agreement with the Operator upon acceptance of the Terms and Conditions, registration and payment of the Initial Fee in the KRM system in Kielce.
 17. **Reservation** – reservation of a selected KRM bicycle available in the Mobile Application.
 18. **ROOVEE LOCK CONTROL** – a device protecting a bicycle (equipped with the ROOVEE electronic module) implementing the following processes: bicycle rental and return, bicycle lights control, and bicycle location tracking (GPS, an accelerometer).
 19. **Rack** – a KRM station element.
 20. **KRM system area** – a designated area where the Kielecki Rower Miejski system operates.
 21. **KRM station area** – a designated area where the users can rent or return a bicycle. Information about bicycle stations can be found in Appendix 1 to the ROOVEE mobile application and at <https://www.kielce.bike>.
 22. **Table of Fees and Penalties** – the KRM System's price list of services and fees applicable to the Client, which constitutes Appendix 2 to the Terms and Conditions and is available at <https://www.kielce.bike>.
 23. **Telecode** – a four-digit number allowing bike rental without using the Mobile Application.
 24. **Information token** – an element of the KRM station.
 25. **Agreement** – an agreement concluded between the Client and the Operator of the KRM system specifying mutual rights and obligations described in the Terms and Conditions. The Agreement including the provisions of the Terms and Conditions

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- shall be automatically concluded upon the Client's registration in the KRM system and provided that the Client suAutopayits a statement on the acceptance of the Terms and Conditions and payment of the Initial Fee.
26. **Bicycle rental** – an operation carried out using the Mobile Application available for download at <https://www.kielce.bike> using the QR code placed on a bicycle. Rental may also be carried out using a Telecode or a text message.
 27. **Completion of rental** – an operation involving manual closure of the ROOVEE LOCK CONTROL in a public place, accessible to everyone, except for underground car parks, garages, cellars, tunnels, buildings, forests, parks, closed cemeteries and private premises, in the KRM area.
 28. **Ordering Party** – Kielce Municipality, Rynek 1, 25-303 Kielce.
 29. **Return of a bicycle outside the station area** – return of a bicycle outside the designated KRM station, in a public place, accessible to everyone, excluding underground car parks, garages, cellars, tunnels, buildings, forests, parks, closed cemeteries and private premises, in the KRM area.
 30. **Return of a bicycle to a station** – return of a bicycle in one of the designated KRM areas.

III. GENERAL TERMS AND CONDITIONS FOR USING Kielecki Rower Miejski

1. To use the KRM system users must complete the registration process in the Mobile Application or at <https://www.kielce.bike>, by providing required and correct personal data, accepting the Terms and Conditions and paying the Initial Fee specified in the Table of Fees and penalties.
2. In order to register, the Client must have an active e-mail account and an active mobile phone number. In order to use the Mobile Application, the Client must have a phone with access to the Internet, Android, iOS or HarmonyOS operating system, in the version specified in the store relevant for the operating system.
3. The Operator shall provide the latest version of the Mobile Application for Android, iOS and HarmonyOS operating systems, to make sure the application works properly, and always install the latest version available.
4. The Client shall rent a bicycle from the Operator based on the Terms and Conditions. The Client undertakes to comply with the Terms and Conditions, particularly to pay fees in accordance with the Table of Fees and Penalties, use a bicycle in line with the Terms and Conditions and to report defects in the Mobile Application or via e-mail at bok@roovee.eu.
5. From the moment a bicycle is rented until it is returned, full liability for the bicycle shall be borne by the Client, except for the circumstances referred to in point 9.
6. If the bicycle is stolen during rental, the Client is obliged to notify Customer Service immediately by calling the following number: **22 300 51 19** and report it to the nearest Police or City Guard. If the rented bicycle is improperly secured, the Client shall be financially liable for its theft, especially if they do not manually lock the ROOVEE LOCK CONTROL or leave the bicycle in an underground car park, garage, basement, tunnel, building, forest, park, closed cemetery, private premises or outside the KRM zone.
7. The Client may rent no more than 5 bicycles at a time. Full responsibility for all bicycles rented by the Client rests with the Client.
8. The Operator allows the Client to attach its own bicycle child seat to a KRM bicycle. The Client shall be responsible for the assembly and any damage resulting from the assembly and use of the seat.
9. Minors, i.e. persons between 13 and 18, or other persons who have limited legal capacity must provide the Ordering Party with a written consent of the parent (legal guardian) or a statutory representative to conclude the Agreement, together with a relevant statement, constituting Appendix 3 to the Terms and Conditions, on taking over responsibility for any potential damage, in particular in connection with failure to perform or improper performance of the Agreement. The consent and statements must include a handwritten signature of the person making the relevant statements. The Ordering Party reserves the right to verify the accuracy of the suAutopayitted statement. The statement must be suAutopayitted in an electronic form (a scanned copy) to the following address: bok@roovee.eu After verification, the Agreement shall be considered as concluded and a minor shall have access to the Mobile Application. The Ordering Party or the Operator shall not be liable for providing false data by persons with limited legal capacity.
10. The Client may use a rented bicycle in the City of Kielce, in the area specified in Appendix 1 to the Terms and Conditions. The area is also available at <https://www.kielce.bike> and in the Mobile Application.
11. The Stop is calculated from the rental time and is added to the final fee, according to the Table of Fees and Penalties.
12. A bicycle reservation is voluntary and allows the Client to reserve a bicycle of their choice. The reservation lasts for 10 minutes and is not included in the bicycle rental time. If you do not rent a bicycle within 10 minutes of the reservation, the reservation shall be cancelled automatically. A reservation is free of charge. The system Operator may limit the number of consecutive reservations and introduce a time slot following a reservation when a new booking will not be possible.

IV. RESPONSIBILITY

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1. The Client is responsible for the use of a bicycle according to the Terms and Conditions, for the intended purpose and in line with the Highway Code.
2. The Clients are obliged to use bicycles and the Mobile Application for their intended purpose, without disrupting its operation, respecting personal rights of third parties, as well as to use any services shared via the Mobile Application, only for authorised use.
3. It is forbidden to use bicycles in a manner inconsistent with their intended purpose, in particular: exceeding the loading capacity of a carrier, using a bicycle for more people than it is allowed, riding a bicycle over high kerbs, using a bicycle outside the bicycle traffic areas, in skate parks, extreme biking, bicycle acrobatics, using a bicycle at the risk of damage. It is forbidden to change gears in a bicycle when it is not moving or while in motion with a tight chain. It is forbidden to exceed the loading capacity of carriers in all types of bicycles or of a gearbox in an electric cargo bike. The use of bicycles in a manner inconsistent with their intended purpose shall be subject to additional penalties included in the Table of Fees and Penalties – Appendix no. 2 hereto.
4. It is forbidden to use the bicycles in the KRM system by persons under the influence of alcohol, intoxicants, any psychoactive substances or replacement drugs within the meaning of the provisions of the Act on Counteracting Drug Addiction, drugs which are contraindicated for safe driving.
5. The Client can use the bicycles for private use only.
6. The Client cannot carry the bicycles in cars or other means of transport owned by private individuals.
7. During the rental, the Client shall be fully liable for the bicycle which are rented or made available to third parties, in particular for damage or theft, until the rental is completed.
8. From the moment a bicycle is rented until the rental is completed, the Client is responsible for the bicycle; they are obliged to take all measures to prevent any damage, complete destruction or theft of the bicycle.
9. After renting the bicycle, the Client is obliged to verify the bicycle's technical condition, and they find that the bicycle is damaged, they should immediately report the defect in the Mobile Application using the Report a defect option.
10. In a defect is discovered while using a bicycle, the Client is obliged to report it to Customer Service as soon as possible and return the bicycle in the KRM station area, and if it is not possible to continue riding the bicycle - in the nearest available location in line with the rules for Completion of Rental and Return of a bicycle outside the zone.
11. The Client is obliged to return a rented bicycle in a non-deteriorated condition as compared to the condition in which he decided to rent a bicycle.
12. If the Client experiences problems with return of a bicycle, they shall be obliged to contact Customer Service immediately.
13. If a bicycle is returned improperly, in particular without locking the ROOVEE LOCK CONTROL or if it is returned in a prohibited location, the Client shall be charged with any costs of continued rental and shall be liable for theft or destruction of the bicycle.
14. The Client shall be liable for any damage that has occurred as a result of non-performance or improper performance of the Agreement, to the full amount.
15. The Client is obliged to cover all penalties, tickets and fees charged in connection with the use of a bicycle, contrary to the applicable provisions of law and the Terms and Conditions.
16. In the case of destruction or damage to the infrastructure of the KRM system (bicycles, racks, information boards), the Client shall be obliged to cover costs of repairs. The Client shall be issued a bill or a VAT invoice for necessary repairs, in accordance with the Table of Fees and Penalties. The fee for destroying a bicycle may be deducted from the Client's account without additional consent.
17. In the event of intentional destruction or damage to the KRM system infrastructure, appropriate notice shall be given to law enforcement authorities, and the person who caused the damage shall be obliged to cover all costs arising from the damage or destruction.
18. In the case of amounts due are not paid, the Operator reserves the right to take appropriate legal action against the Client in order to obtain payment for the performed Agreement, and as a result the Account shall be blocked until the amount due is paid. The Operator shall have the right to charge statutory interest for delay in overdue amounts, calculated from the due date until the actual date when the full amount is paid.

V. CLIENT'S REGISTRATION

1. Client's registration takes place after installing the Mobile Application or at <https://www.kielce.bike> and requires the provision of data marked as mandatory, i.e. real first name, surname, e-mail address mobile phone number and PESEL.
2. In order complete registration, the Client must have an active e-mail address and a mobile phone number.
3. While registering and using the KRM system, the Client is obliged to provide real data and to keep the password and login confidential, and refrain from disclosing it to third parties.

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4. Registration requires provision of true data and acceptance of the Terms and Conditions. Provision of the data is voluntary, however necessary, because without personal data it is impossible to use the KRM system.
5. The Operator reserves the right to introduce technical modifications during user registration and provision services.
6. If it is found that the Client uses the KRM infrastructure in violation of the Terms and Conditions, the Operator and the Ordering Party may block their account. In such a situation, re-registration can only be made with prior consent of the Operator.
7. The Operator and the Ordering Party reserve the right to contact the Client for the purposes of performing the Agreement.
8. Personal data, address and contact details are required during the Client's identification process in the KRM System.

VI. PAYMENT METHODS

1. Payments for the use of the KRM system are completed using the Autopay Online payments.
2. The Client shall pay the initial fee and any fees resulting from the Table of Fees and Penalties using the portfolio module in the Mobile Application.
3. When making payments, the Client should read and accept the terms and conditions of the Autopay Online payments.
4. Any Client's claims or complaints related to the provision of payment services or operation of the system shall be addressed to the System's service provider - BLUE MEDIA S.A., with its registered office in Sopot, 81-717 Sopot, ul. Powstańców Warszawy 6, entered in the Register of Entrepreneurs kept by the District Court Gdańsk-Północ in Gdańsk, 8th Commercial Division of the National Court Register under KRS number 0000320590, NIP (tax identification number): 585-13-51-185, REGON: 191781561, share capital of PLN 2 000 000 zlotys.

VII. BICYCLE RENTAL AND RETURN

1. Bicycle rental is possible if the Client has an active account and paid the initial fee.
2. For the rental period, including stops, a fee is charged for the rental period in accordance with the Table of Fees and Penalties until the rental is properly completed. In the absence of sufficient funds on their account, the Client does not have to stop rental, however, they are obliged to cover the difference (unpayment) within 7 days. If the fee is not paid within the specified time limit, the Operator shall initiate a procedure to obtain the amount due.
3. A bicycle may be rented once the application is opened on a mobile device and the QR code placed on the handlebars and the ROOVEE LOCK CONTROLLER is scanned, or after contacting Customer Service, providing a phone number, the Telecode and the number of the rented bicycle. It is also possible to rent a bicycle by sending an SMS "start bicycle_number" e.g., "start 1627629" to the following phone number: **+48 539 569 930**. Once the QR code is scanned correctly using the application, or when correct data is provided to a Customer Service staff member/via sms, the ROOVEE LOCK CONTROL is unlocked. From the moment the ROOVEE LOCK CONTROL is unlocked, bike rental time starts according to the Table of Fees and Penalties will be charged.
4. Pursuant to the provisions of Chapter IV point 4, the Client is obliged to check the bicycle's technical condition. If it is found that the bicycle is damaged, the Client should immediately report the defect in the Mobile Application, using the Report a defect option or contact Customer Service, and stop the bicycle rental. The Client shall be liable for any damage caused as a result of riding a damaged bicycle.
5. Before placing a mobile phone in the mobile phone mount, the Client is obliged to check the technical condition of the mount and make sure it is not missing any elements. The mount consists of a fixed plastic base on double mounting, a QR code and rubbers securing the phone from both sides. If any of the elements of the mount is missing or otherwise damaged, the Client is obliged to immediately report the defect to Customer Service via phone, e-mail or the Mobile Application, and stop using the mount. The Client who places the phone in the mount, even if one of the elements is missing or otherwise damaged, shall be responsible for the phone carried this way and waives the right to any claims for its possible damage.
6. The basket mounted on the front of a bicycle is designed and adapted to carry light items. The maximum load of the basket is 10 kg. The Client shall be liable for any damage resulting from improper use of the basket, as well as for damaging or leaving the items transported in the basket.
7. A carrier in a cargo bicycle, mounted on the front of a bicycle, is designed and adapted to carry items and children weighing up to 120 kg. The transported items and children must be secured with safety belts. The Client shall be liable for any damage resulting from improper use of the carrier, as well as for damaging or leaving the items in the carrier.
8. The maximum weight in a standard bicycle is 140 kg.
9. The maximum weight in the a tandem bicycle is 240 kg.
10. The maximum weight in an electric cargo bicycle is 250 kg.
11. Standard, electric bicycles are intended for 1 person.

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12. Tandem bicycles are intended for up to 2 people.
13. In the event of any problems with bicycle rental or return, the User should contact Customer Service immediately.
14. The Client shall not be liable for returning a bicycle in the KRM station area.
15. If a bicycle is returned outside the KRM station area, an additional fee of 10.00 zlotys shall be charged to the Client.
16. If a bicycle is left outside the KRM zone, the Client shall be charged a penalty of:
 - up to 15 km – 200.00 zlotys
 - up to 50 km – 500.00 zlotys
 - above 50 km – 1000 zlotysThe Client shall be liable for any damage to bicycle or its theft, if they leave the bicycle outside the KRM zone, up to the full amount.
17. An electric and electric cargo bicycle is equipped with a display where it is possible to check the battery level before rental. An electric bicycle discharges, as the electric drive is used. The Client acknowledges that if the battery is low, the electric drive may stop working.
18. Maximum bicycle rental time is 12 hours. A penalty of 200 zlotys shall be charged to the Client for rentals exceeding 12 hours.
19. Bicycle return should be understood as locking the ROOVEE LOCK CONTROLLER and leaving a bicycle in the KRM zone, in a public place, excluding the following locations: *underground car parks, tunnels, garages, closed cemeteries, forests, parks*. It is particularly unacceptable to return a bicycle and store it *in buildings, on private premises, in basements or cars*. A bike must be based on a kickstand. It is forbidden to leave a bicycle lying down. A bicycle cannot lean against a pole, a tree or a building.
20. If it is not possible to lock the ROOVEE LOCK CONTROL device, the Client is obliged to contact Customer Service immediately. If there is no contact, the Client shall be responsible for any damage to or theft of a bicycle, to the full amount.
21. If a bicycle is returned improperly, particularly if the ROOVEE LOCK CONTROL device is not locked or if a bicycle is left in a prohibited location, the Client shall be charged a fee in accordance with the Table of Fees and Penalties. The Client shall be fully liable for an incorrectly returned bicycle until the ROOVEE LOCK CONTROL is properly locked or until a bicycle is returned in a place allowed within the KRM area.
22. In a bike ride is completed improperly because of the failure to lock the ROOVEE LOCK CONTROL, the Customer shall be fully liable for the bicycle and the costs related to rental until it is locked.
23. In the case of an accident or a collision during bicycle, the Client shall be obliged to write a relevant statement or call the Police to the scene of the accident. If such an event occurs, the Client shall also inform the Operator immediately.

VIII. FAILURES AND REPAIRS

1. In the event of any failure, the Client should immediately report it in the application using this the Report a defect module or notify Customer Service. If a failure is not reported, the Client may be charged with subsequent costs of its repair.
2. The Client shall not be authorised to repair a rented bicycle or interfere in any other way. The only entity authorised to do so is the Operator.
3. It is recommended that the Client contacts Customer Service (via phone or e-mail) when using the rented bicycle.

IX. FEES

1. All fees shall be charged in accordance with the Table of Fees and Penalties, which, according to the provisions of the Terms and Conditions, constitutes Appendix 2.
2. The fees for using the rented bicycle vary and depend on the rental time/pause.
3. The basis for calculating the fee is the number of rental minutes, which is calculated from the moment a bicycle is rented until rental is completed.
4. If the calculated fees exceed the available funds, according to Chapter 7 point 2 of the Terms and Conditions, the Client shall be obliged to replenish their account within 7 days, until the balance is at least 0 zlotys.
5. All fees paid to the Operator's account during the term of the Agreement shall not be reimbursed.
6. A pass can be purchased in the application in the "Subscriptions" tab. It allows for a free bicycle rental of up to 50 hours, for a fixed fee of 40 zlotys. The pass is valid for 30 days from purchase or until the time limit is used. Maximum bicycle rental time within the pass is 12 hours. A penalty of 200 zlotys shall be charged to the Client for exceeding the maximum rental time.
7. A ZTM monthly ticket can be purchased in ZTM Kielce Customer Service Office and sales points. Its holder is authorised to obtain a discount of 30 zlotys on a bicycle ride pass.
8. Kartamiejskakarta.pl may be purchased in a special application – learn more at <https://miejskakarta.pl/> Its holder is authorised to obtain discount of 20 zlotys on a bicycle ride pass and 50% discount on rental time.

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X. COMPLAINTS

1. A complaint is a request submitted by the Client via e-mail to bok@roovee.eu for reimbursement of the fee for the Operator's non-performance or improper performance of the Bicycle Rental Service, or for return of the additional fee charged, including the Processing Fee, within 14 days from the date of the event to which the complaint applies.
2. Complaints shall be processed immediately, but within maximum 7 days from the date they are received or completed. If it is necessary to complete the complaint, the time limit shall last from the date of delivery of all documents, explanations and similar additional documents. If it is necessary to complete the documents, the Operator shall specify the scope of the required documentation.
3. The Client shall receive relevant feedback to the e-mail address provided during registration or in the complaint.
4. The complaint should include: the Client's first name and surname, e-mail address, mobile phone number, detailed description of the situation, information (evidence) confirming the occurrence of the described situation.
5. In identification information is missing, i.e. first name, surname, e-mail address or phone number, the Operator shall not process the complaint.
6. Submission of a complaint does not release the Client of the obligation towards the Operator to comply with payments in a timely manner.
7. Complaint processing involves, in particular, identification of the problem, an detailed assessment of the legitimacy and a decision.
8. The Client has the right to make a one-time appeal against the decision issued by the Operator within 14 days of delivery of the decision to the Client. The appeal should also be sent to the following address: ul. Ryżowa 33a/7, 02-495 Warszawa. The appeal shall be processed within 14 days of its receipt. Moreover, the Client has the right to file a request for reconsideration of the case, which is the subject of a decision issued as a result of a complaint, or may appeal to the City of Kielce, Rynek 1, 25-303 Kielce.
9. The Client shall be entitled to claim compensation for non-performance or improper performance of the Service in court proceedings when the complaint procedure is exhausted.
10. The Operator shall be liable for failure to perform or improper performance of the Service, limited to the actual damage, and does not take into account lost profits.
11. Cash, in the case of successful complaints, shall be returned to the Client's account in the Roovee system within 14 days of informing the Client of a successful complaint.

XI. RESIGNATION

1. The Customer has the right to withdraw from the Agreement within 14 days, without stating the reason. The deadline shall be deemed to have been met if the Client sends a relevant declaration of withdrawal from the Agreement to the following address before its expiry bok@roovee.eu.
2. The Client shall not be entitled to withdraw from the Agreement after the Agreement has been completed.
3. The Client has the right to terminate the Agreement at any time. The notice of termination should be sent to bok@roovee.eu. The Agreement shall be terminated within 14 days of receiving the notice. Prior to submitting the notice, the Client is obliged to settle their account, to bring the account balance to zero zlotys.
4. If the funds exceed 0 zlotys at the date of termination of the Agreement, they shall be returned to the bank account indicated by the Client. The funds shall be returned within 21 days of the termination of the Agreement.

XII. PERSONAL DATA PROTECTION

1. The Controller of the Data processed using the ROOVEE system is ROOVEE S.A., ul. Ryżowa 33a/7, 02-495 Warszawa.
2. The Controller has appointed the Data Protection Officer whom you can reach via at: iod@roovee.eu.
3. The Controller undertakes to process the personal data in accordance with the applicable regulations, in particular Regulation on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), the Act of 10 May 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.
4. The Controller shall apply appropriate technical and organisational measures protecting the personal data from unauthorised access, unauthorised collection, processing in violation of the law, loss, damage or destruction.
5. The Controller informs that the personal data will be processed for the purposes of performing the Agreement (in accordance with Article 6(1)(b) of Regulation 2016/679), in order to respond to enquiries and requests and to provide technical assistance, and the basis for data processing is the legitimate interest of the Controller (in accordance with Article 6(f) of Regulation

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2016/679), the data on the location of the user's device will be processed in order to provide the user with information on the bicycle stations and to show the route to the nearest bicycle, based on a consent (in accordance with Article 6(1)(a) of Regulation 2016/679) in order to establish or possibly pursue/defend claims (in accordance with Article 6(f) of Regulation 2016/679).

6. The Controller informs that your personal data will be stored for the period necessary for performance of the Agreement or existence of the legitimate interest of the Controller, and thereafter for the purposes and the period required by law or to secure possible claims.
7. The Controller informs that the data processed on the basis of a consent will be processed until the consent is withdrawn and thereafter for the purposes, period and within the scope required by law or to secure possible claims.
8. In connection with the data processing, the Controller informs that you have the right to access the content of your personal data, rectify, erase them, voluntary withdraw your consent at any time, as well as the right to restrict processing and the right to data portability.
9. In addition, you have the right to object to the processing of personal data on the basis of the Controller's legitimate purpose.
10. You have the right to lodge a complaint with the supervisory authority if you believe that the processing of personal data violates the provisions of Regulation 2016/679.
11. Provision of your data is voluntary, however, it is a prerequisite for concluding and performing the Agreement. Failure to provide personal data shall result in inability to conclude and perform the Agreement.
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 institutions and bodies authorised under applicable laws.
13. Your data are not subject to automated decision-making and profiling. Your data will not be transferred to a third country.
14. In the case of information concerning the processing of your personal data, please contact us: iod@roovee.eu.

XIII. FINAL PROVISIONS

1. In matters not regulated by these Terms and Conditions, the provisions of the applicable law shall prevail.
2. The acceptance of the Terms and Conditions and bicycle rental are equivalent to a statement on a health condition allowing for a safe use of a bicycle as well as, cycling skills and knowledge of the Highway Code.
3. The Operator reserves the right to terminate the Agreement with a 7-day notice period, in particular if the Client provides incorrect data during the registration, fails to make payments in a timely manner or comply with the Terms and Conditions, steals or destroys a bicycle.
4. The Operator reserves the right to change the provisions of these Terms and Conditions. Information about a change will be sent to the e-mail address provided during the registration or via notifications in the Mobile Application. No feedback on the lack of acceptance of a change within 7 days of receipt of information by the Client means that the Client accepts of the changes introduced to the Terms and Conditions.

Appendices to the Terms and Conditions:

Appendix 1 Stations and area of operation of the KRM system

Appendix 2 Table of Fees and Penalties

Appendix 3 Declaration of the parent/legal guardian

Appendix 4 Complaint form

Appendix 5 Refund form

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Prosta wypożyczalnia rowerów miejskich





Stations and functioning of the KRM system

I. KRM Stations

NO.	NAME	Electric	Cargo	Traditional	Tandem	ALL	RACKS	SIZE
1	Rynek	2	-	7	1	10	✓	D
2	Warszawska Centrum	2	1	6	1	10	✓	D
3	Plac Wolności	-	-	5	1	6		D
4	Zagórska	1	-	3	-	4	✓	Ś
5	Żeromskiego	1	1	3	-	5	✓	Ś
6	Plac Józefa Piłsudskiego	1	-	3	-	4	✓	Ś
7	Kadzielnia	-	-	3	-	3		M
8	Park Baranowski	-	-	3	-	3		M
9	Chęcińska	-	-	3	-	3		D
10	Solna	1	-	5	-	6	✓	Ś
11	Żytnia	-	-	3	-	3	✓	D
12	Urzędnicza	-	-	3	-	3		M
13	Szkolna	-	-	4	-	4		Ś
14	Karczówkowska	-	-	3	-	3		M
15	Kołątaja	1	-	3	-	4		Ś
16	Podkarczówka	1	1	3	-	5	✓	Ś
17	Kaznowskiego Ślichowice	-	-	4	-	4		Ś
18	Massalskiego Ślichowice	-	-	4	-	4		Ś
19	Szajnowicza-Iwanowa	1	1	3	-	5		Ś
20	Pod Dalnią	-	-	4	-	4		Ś
22	Czarów	-	-	3	-	3		M
23	Grunwaldzka	1	-	4	-	5		Ś
24	Chrobrego	-	-	3	-	3		M
25	Hoża	-	-	3	-	3		M
26	Mielczarskiego	3	-	4	-	7	✓	D
27	Żelazna	-	-	6	-	6	✓	D
28	Dworzec Autobusowy	1	-	5	1	7	✓	D
29	Planty	-	-	5	-	5	✓	Ś
30	Dolina Silnicy	-	-	4	1	5	✓	D
31	Warszawska Galeria	1	1	3	-	5		D
32	Warszawska Politechnika	1	-	3	-	4		Ś
33	Marszałkowska Sady	-	-	3	-	3		Ś

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NO.	NAME	Electric	Cargo	Traditional	Tandem	ALL	RACKS	SIZE
34	Zagnańska	-	-	3	-	3		Ś
35	Strycharska	1	-	3	-	4		Ś
36	Park Technologiczny	-	-	4	-	4		Ś
37	Klonowa	-	-	4	-	4		Ś
38	Marszałkowska Szydłówek	-	-	4	-	4		Ś
39	Warszawska Bocianek	1	-	3	-	4		Ś
40	Warszawska Uroczysko	-	-	4	-	4		Ś
41	Orląt Lwowskich I	-	-	4	-	4		Ś
42	Orląt Lwowskich II	-	-	4	-	4		Ś
43	Osiedle Świętokrzyskie	-	-	4	-	4		Ś
44	Radomska	-	1	4	-	5		Ś
45	Jaworskiego	-	-	4	-	4		Ś
46	Boya-Żeleńskiego Bocianek	-	-	3	-	3		M
47	Al. Solidarności Politechnika	1	1	3	-	5		Ś
48	Al. Solidarności Bocianek	1	-	3	-	4		Ś
49	Uniwersytecka	-	-	4	-	4		Ś
50	Niska	1	-	3	-	4	✓	Ś
51	Sandomierska	1	-	3	-	4		Ś
52	Śląska	-	1	4	-	5		D
53	Kujawska	-	-	4	-	4		Ś
54	Szymanowskiego	-	-	4	-	4		Ś
55	Osiedle Kochanowskiego	-	-	3	-	3		Ś
56	Barwinek	1	-	3	-	4		Ś
57	Popieluszki	1	1	3	-	5		D

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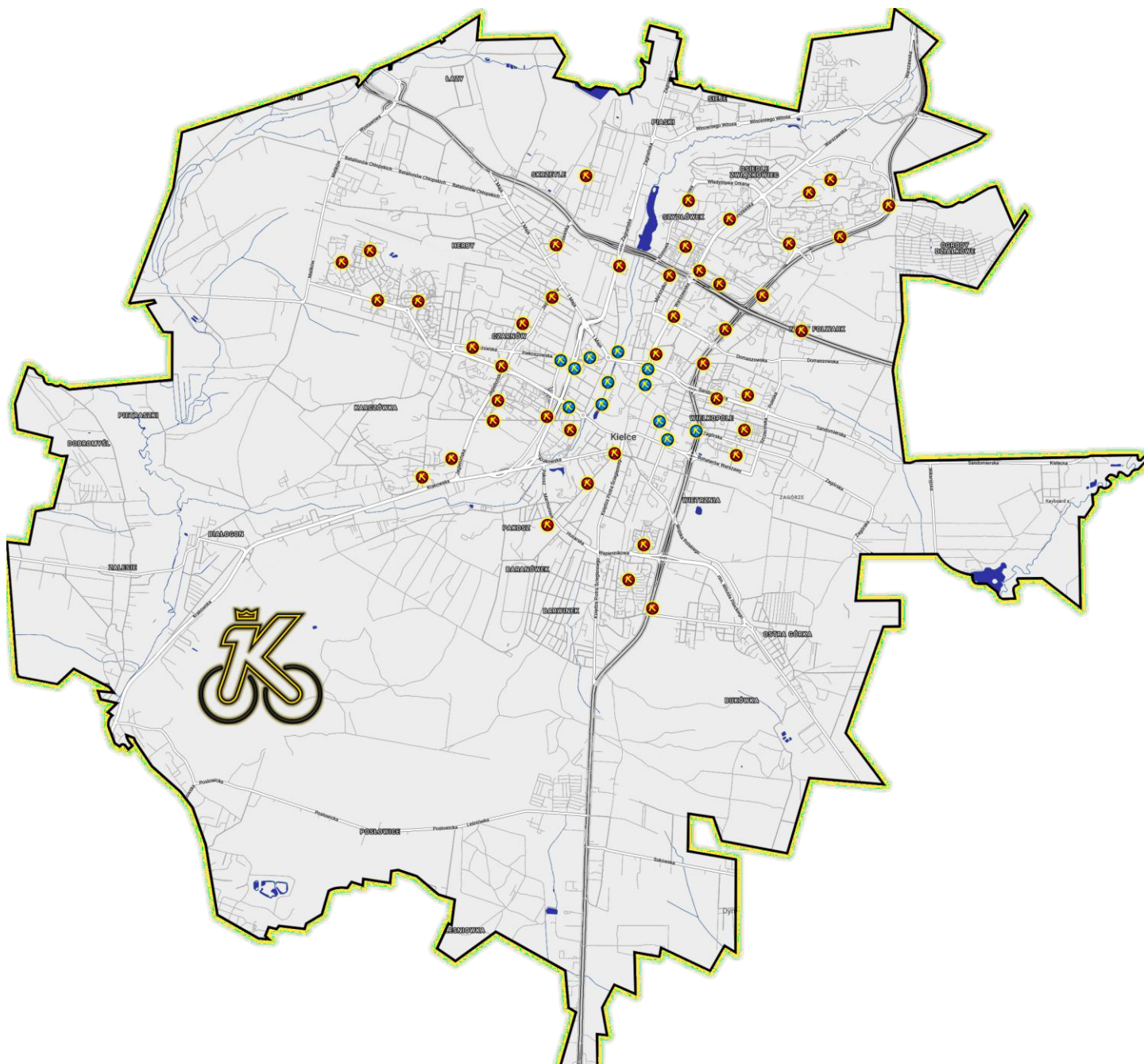


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MIEJSKI**



Kielce

II. Area of operation of the Kielecki Rower Miejski system



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Prosta wypożyczalnia rowerów miejskich





RENTAL FEES TABLE

For holders of **KIELECKA karta MIEJSKA** **KARTA.PL 50% discount**

RENTAL TIME	BICYCLE TYPE		
	standard	electric	tandem / cargo
up to 30 minutes	1 ⁰⁰ zlotys	1 ⁵⁰ zlotys	2 ⁰⁰ zlotys
30 to 60 minutes	1 ⁰⁰ zlotys	1 ⁵⁰ zlotys	2 ⁰⁰ zlotys
second hour	2 ⁰⁰ zlotys	3 ⁰⁰ zlotys	4 ⁰⁰ zlotys
third hour	3 ⁰⁰ zlotys	4 ⁵⁰ zlotys	6 ⁰⁰ zlotys
each subsequent hour	4 ⁰⁰ zlotys	5 ⁰⁰ zlotys	8 ⁰⁰ zlotys

fee for particular time ranges add up

50-hour Pass (valid for 30 days)	40 zlotys
price for the holders of kielecka karta	20 zlotys
miejskakarta.pl	10 zlotys

Initial Deposit (for rides with return options)	15 zlotys
Minimum balance to start a ride	10 zlotys

Exceeding the rental time by more than 12 hours	200 zlotys	
Bonus for returning a bicycle from outside the station area to any area	5 zlotys	
Additional fee for leaving a bicycle outside the station area in the KRM zone	10 zlotys	
Penalty for failure to leave a bicycle in a public place <i>(including garages, tunnels, private premises, closed cemeteries, basements, buildings, cars, forests, parks and other places which are difficult to access)</i>	200 zlotys	
Penalty for leaving a bicycle outside the KRM area	up to 15 km	200 zlotys
	up to 50 km	500 zlotys
	more than 50 km	1,000 zlotys
Penalty for use of a standard/electric bicycle by more than 1 person	100 zlotys	
Penalty for the use of a bike in a manner inconsistent with its intended purpose	200 zlotys	
Penalty for stealing/destroying/damaging the KRM station/elements	5,000 zlotys	
Penalty for sending a message with a request for payment of amounts due	sms	5 zlotys
	via mail	10 zlotys

Table of penalties for theft or destruction of individual elements

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of Rower Miejski

1.	Standard bicycle frame	5,000.00 zlotys
2.	Dynamo	500.00 zlotys
3.	Front lamp	100.00 zlotys
4.	Rear view	100.00 zlotys
5.	ROOVEE LOCK CONTROL	1,500.00 zlotys
6.	Handlebars	250.00 zlotys
7.	Bell	50.00 zlotys
8.	Pedal	60.00 zlotys
9.	Basket	250.00 zlotys
10.	Tyre	250.00 zlotys
11.	Rim	250.00 zlotys
12.	Spoke	3.00 zlotys
13.	Saddle	250.00 zlotys
14.	Seatpost	210.00 zlotys
15.	Fender	150.00 zlotys
16.	Power cords, plugs	180.00 zlotys
17.	Kickstand	120.00 zlotys
18.	Wheel hub	900.00 zlotys
19.	Fork	350.00 zlotys
20.	Grips	70.00 zlotys
21.	Shift levers	200.00 zlotys
22.	Front brake	300.00 zlotys
23.	Cassette	300.00 zlotys
24.	Phone mount	60.00 zlotys
25.	Head tube	250.00 zlotys
26.	Tandem bicycle frame	9,000.00 zlotys
27.	Electric cargo bike gearbox	4,000.00 zlotys
28.	Repair works (per hour)	70.00 zlotys

Table of penalties for theft or destruction of individual elements of an electric and electric cargo bicycle.

1.	Standard bicycle frame	6,000.00 zlotys
2.	Engine	600.00 zlotys
3.	Gear shift sensor	500.00 zlotys
4.	Wire harness	400.00 zlotys
5.	Engine controller	1,400.00 zlotys
6.	Ratchet	700.00 zlotys
7.	Battery with a carrier	6,000.00 zlotys
8.	Wheel hub	700.00 zlotys
9.	Rear rollerbrake	500.00 zlotys
10.	Kickstand	400.00 zlotys

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Prosta wypożyczalnia rowerów miejskich



Statement (parent/guardian)

I, the undersigned, agree for my child (minor) to conclude

.....
child's first name and surname

.....
guardian's first name and surname

.....
guardian's phone number

.....
guardian's e-mail address

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

I accept the Terms and Conditions and declare that I accept full liability for any damage caused in particular in connection with failure to comply with the Terms and Conditions by the minor, and I will cover current liabilities specified in the Table of Fees and Penalties. Moreover, it undertakes to supplement the account of my child (year-old) in the Roovee System by means of the Mobile Application.

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



Complaint

I,
(First name and surname) (phone number)

I hereby file a complaint concerning rental of bike no. dated

.....
(name of the zone, full address)

I rented the bike using the mobile application at,

and I returned it at, in the zone / outside the zone,

in the following location:

Total ride/rental/stop/pause time was

I do not agree with the fee charged amounting to because

.....
.....
.....
.....
.....
.....
.....
.....
.....
(reason for complaint)



Refund

.....
(First name and surname) (phone number) (e-mail address)

I request a refund of the fees collected in the Roovee system in the amount of

.....to the following account:

First name and surname:

Full name of the bank:

Account number:

.....
(place, date, legible signature)

