



TERMS OF SERVICE

of the system of the Tarnowski Rower Miejski, also referred to as TRM

[Valid from 27.08.2020]

I. General Provisions

1. The hereby Terms of Service shall specify the rules and conditions of the use of the Tarnowski Rower Miejski system, also called TRM (further: TRM) launched in the city of Tarnów.
2. Terms of Service of TRM as well as the Privacy Policy are available free of charge on the internet website www.rower.tarnow.pl in such a way so as to enable familiarising with the contents, obtaining, broadcasting and recording them. This document may be obtained at the headquarters of Nextbike Polska. S.A. with its registered seat in Warsaw, which is the Operator of TRM.
3. Contact:
Nextbike Polska S.A. w restrukturyzacji
ul. Przasnyska 6b
01-756 Warszawa
e-mail: bok@rower.tarnow.pl
tel.: 14 635 15 15
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. Current list of cities in which Nextbike systems are active may be found under the following link <https://nextbike.pl/o-nextbike/>

II. Definitions

Whenever the Terms of Service indicate:

1. **TRM Mobile Application**-it ought to be understood as mobile application enabling the use of TRM System, available on devices with IOS and Android systems.
2. **TRM Bike Contact Centre (CC TRM)** - it ought to be understood as service launched by the Operator, ensuring that the Clients have contact with the Operator by means of:
 - a. Hotline under the number 48 14 635 15 15
 - b. electronic post under the address bok@rower.tarnow.pl.Information regarding the functioning of CC are available on the internet website www.rower.tarnow.pl.
3. **Account blockade**-it ought to be understood as preventive measure consisting of preventing the Client's use of TRM system in case of breaching by the Client of provisions of the hereby Terms of Service, in particular causing a damage to the property of the City or the Operator.
4. **Promotional voucher**-it ought to be understood as a 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-repayable. The means from the vouchers are used in the first place, prior to the means paid in by the Client.
5. **Premium E-card**- it ought to be understood as Tarnów City Card in Premium version, issued by the City Hall of Tarnów in line with the Terms of Service of using the Tarnów City Card. Details concerning issuance of cards may be obtained at the address <http://www.ekarta.umt.tarnow.pl>
6. **Standard E-card** – it ought to be understood as Tarnów City Card in Standard version, issued by the City Hall of Tarnów who did not fulfil the conditions for obtaining Premium E-card.
7. **Electric lock**- it ought to be understood as a mechanism which releases and blocks the bikes in TRM station.
8. **Client Identification**-this ought to be understood as 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 clause V. Registration.

9. **Client/ User**-it ought to be understood as participant of the TRM System who has accepted the Terms of Service and who is registered within the TRM System. Personal data of Clients are processed and made available in accordance with the consents granted by TRM System.
10. **Client Account**- it ought to be understood as personal Client account created during registration for the purposes of using TRM System as well as charging fees in line with Appendix no. 1 to the Terms of Service.
11. **Cost of repairs and restoration of a bike at TRM System**-it ought to be understood as cost calculated by the Operator in relation to the damage of a bike, based on the price list constituting Appendix no. 2 to the hereby Terms of Service.
12. **Top-up amount**-it ought to be understood as an amount of top-up at the minimum level of 1 PLN paid to Client Account on account of future rentals.
13. **Minimum Account Balance**-it ought to be understood as minimum amount of funds enabling a Client to rent a bike. Bike rental is possible solely when the Client has a minimum of 10 PLN on the account.
14. **Operator**-it ought to be understood as company Nextbike Polska S.A. w restrukturyzacji which realizes the service for TR, with its seat at ul. Przasnyska 6b, 01-756 Warsaw, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the city of Warsaw in Warsaw, XIII Economic Department of the National Court Register under the KRS number 0000646950, REGON number 021336152, NIP number 8951981007,
15. **Initial fee**-the amount of initial fee within TRM System equates to 10PLN gross (in words: ten zloty) and is made by the Client upon registering in TRM System the payment of which constitutes an initial top up towards the top-up amount.
16. **Explanatory proceeding**- it ought to be understood as a set of 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 terms of service, accidents and collisions or damages to the property of the City or the Operator.
17. **Terms of Service**-it ought to be understood as the hereby Terms of Service, defining principles and conditions of use of TRM and in particular, scope of rights and obligations and responsibility of persons who avail of the possibility of renting bikes in the TRM system.
18. **Children bike**-it ought to be understood as bike with wheel rims with dimensions of 20 inches, which is designated for the use by children at the age above 6 and height exceeding 120 cm. Children bike is designated for use by one person with weight not exceeding 60 kg.
19. **Standard bike**-it ought to be understood as basic type of bike made available in the TRM System. The bike is designated for persons who are above 13 years of age. Working load of a bike amounts to 120 kg. Whilst, it is assumed that such bike is designated solely for the use of one person at a time.
20. **Standard Bike with children seat** - is a standard bike equipped in a seat designating for carrying children with body weight between 9 and 22 kg, who are capable of sitting without assistance for at least the intended period of a bike journey. Carrying a child in the bike seat may occur solely under supervision of their legal guardian. Details concerning the use of Bikes with children seats are available in Appendix no. 3 to the hereby Terms of Service.
21. **TRM Service**-it ought to be understood as actions performed by the Operator in relation to the exploitation, repairs and maintenance of TRM.
22. **TRM Standard Station**- it ought to be understood as a set of bike stands dedicated to all types of bikes with the exception of Children Bikes, together with the devices for self-registration in the TRM system and for rental of electric bikes through TRM Terminal. List of Standard TRM Stations may be found on the website www.rower.tarnow.pl.



- 23. Mixed TRM Station**-it ought to be understood as TRM Station equipped additionally in bike stands for Children bikes to which Children bikes will be docked and relocated.
- 24. Return zone** -this ought to be understood as administrative borders of the city of Tarnów, whilst it is assumed that rental and return of a bike at TRM System is possible solely from TRM Stations.
- 25. Internet website** - it ought to be understood as website www.rower.tarnow.pl launched by the Operator, containing the necessary data on the commencement and further use of TRM System.
- 26. TRM System**- system of bike rental stations which includes, in particular, bikes, technical infrastructure, software and devices which enable the rental of bikes.
- 27. TRM Tables of charges and penalties**-it ought to be understood as price list of services and charges of TRM, being an integral part of the Agreement. Price list constitutes Appendix no 1 to the hereby Terms of Service and it is available on the internet website www.rower.tarnow.pl.
- 28. TRM Terminal**- it ought to be understood as a device located in TRM Stations, designated for registration within TRM System and self-rental of bikes.
- 29. Agreement**- it ought to be understood as an Agreement between the Client and the Operator which establishes mutual rights and obligations specified in the hereby Terms of Service. It is considered 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 TRM, subject to submission by the Client of declaration of acceptance of Terms of Service, indication upon registering of personal data and making of initial fee payment paid during the registration process of the Client in the TRM System. Personal Data Controller shall be Nextbike Polska S.A.
- 30. Bike rental**- it ought to be understood as rental of a bike from TRM Station by means of Client Identifier or via another method as specified in the hereby Terms of Service.
- 31. Bike return**-return of the bike to TRM Bike Station. The process of bike return is specified in clause X of the Terms of Service.

III. General rules of use of TRM

1. The condition for the use of TRM System is submission by the Client of the required personal data upon registration, the acceptance of conditions defined in the hereby Terms of Service, as well as payment of initial fee. The condition for the use of TRM 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. The Client is obliged to abide by the provisions of the Terms of Service, in particular, concerning the agreed payment of the fee and the use of the bikes in accordance with the Terms of Service.
3. Persons who are above 13 years of age but did not complete 18 years of age (further referred to as Minors) may avail of the TRM System, pursuant to the consent of their Parent or Legal Guardian. It is required that an account which a Minor will use is registered by their parent or legal guardian who applied to the Operator for consent for the use of the TRM System by the given minor. An account may be registered by means of TRM Terminal or via TRM application. The account ought to be registered with an indication of PESEL number and telephone number of the Minor, whilst the remaining data ought to concern the Parent or Legal Guardian. 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 the Table of Penalties and Charges and Costs of repair and processing of bikes in the TRM System.

It is required that consent of at least one of the parents or legal guardians for the use of Account by minor was submitted to the Operator:

- a. in the form of a scanned letter via electronic means to the address: bok@rower.tarnow.pl,
- b. via registered letter sent to the address of the Operator,
- c. submitted in person at the headquarters of the Operator.



Template of the consent constitutes Appendix no. 4 to the hereby Term of Service. Consent should include:

- 3.1 Telephone number with which the account was registered (of the Minor)
 - 3.2 First name and surname of the User (Parent or Legal Guardian)
 - 3.3 Consent for use of the System by the Minor
 - 3.4 First name and surname of the Minor
 - 3.5 PESEL number of the Minor
 - 3.6 Handwritten signature of the User (of Parent or Legal Guardian)
 - 3.7 Date and place of granting the consent
4. The Client may rent up to five bikes at a single occasion. If the Client uses Premium E-card, the first bike will be rented out in accordance with the pricelist in place for the submitted E-card, while the subsequent bikes will be charged for in accordance with TRM pricelist for the remaining users of the system, subject to clause III.6.
5. The User who is a Parent or Legal Guardian may assign to his or her account Tarnów Premium and Standard Urban Cards children at the age between 6 and 13. Holding a Premium E-card entitles the User to availing of bikes in accordance with the Pricelist specified in Appendix no. 1 to the hereby TRM Terms of Service, encompassing Premium E-cards. The conditions for renting a bike and availing of the Pricelist specified in Appendix no. 1 TRM Pricelist, encompassing Premium E-cards are as follows:
- 5.1 Having an active and valid Premium E-card;
 - 5.2 Assigning E-card/E-cards to the Client account;
 - 5.3 Realization of bike rental through placing Premium E-card onto the Terminal located at TRM Station
- Note:** In order to be entitled to a discount on account of Premium E-card for each bike, it is necessary to realize rentals with the use of all cards. This means that a given User in whose name the account is registered rents a bike using his or her Premium E-card, while they rent the subsequent bike with the use of Premium E-card of a person to whose account that particular card has been assigned to as an additional one. If only one Premium E-card has been assigned to an account, the discount will be granted for only one bike – the one rented out by means of that Premium E-card.
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 Client is responsible for the use of a bike in accordance with its purpose 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 XVII of the hereby Terms of Service.
2. The Client undertakes to return the bike in good technical condition and in the same technical state as it was in at the time of renting.
3. In the course of using TRM System the Client bears responsibility for the effects of events stemming from breaching by them of the provisions of law in place.
4. The use of bikes via TRM System may take place solely for non-commercial reasons.
5. The Client is responsible for the bike/bikes he rents at a given time from the moment of rental from a TRM Station to the moment of their return to the TRM Station. Whilst, it is assumed that the Client is obliged to return the bike/bikes to the station. In particular, the Client is obliged to undertake actions targeted at preventing any damages and theft of the rented bike.



6. In the event of theft of the bike that occurs during rental, the Client is obliged to inform CC TRM immediately after noticing the incident.
7. The use of TRM 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; as well as strong anti-allergic drugs, other medicines after application of which it is forbidden to drive vehicles or in case of which it is recommended to refrain from driving vehicles.
8. 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.
9. In case of proven damages stemming from incorrect use of equipment forming part of TRM System, the Client undertakes to cover the costs of replacement of damaged parts and services related to their exchange in order to restore the bike to its former state from before rental. The Operator shall submit an adequate receipt or VAT invoice to the Client for completion of the necessary repair works. The evaluation of costs specified in the previous sentence shall be made on the basis of Appendix no 2 to the hereby Terms of Service-Costs of repair and restoring of bike in TRM System.
10. 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 TRM.
11. Any purposeful damage to the property of the City or of the Operator shall result in the necessity to bear costs of repair and restoration by the perpetrator and, in consequence, it may result in the initiation of court proceedings. The Operator reserves the right to recover any justified costs, including costs of legal representation, from the person who caused damages or destructions.
12. The Client is responsible for any potential damages which may arise as a result of non-compliance with the Terms of Service, whilst, one of the elements of the damage may be the so called cost of bike repair and restoration, specified in Tables of charges and contractual penalties of TRM as well as table of Costs of repair and restoration of bikes within the TRM System.
13. The users are forbidden to transport the bikes in the TRM System via vehicles and other means of transport.

V. Registration

1. A necessary condition for the use of TRM System is adequate Client registration, acceptance of the provisions of the Terms of Service, indication of personal data required upon registration and maintaining the minimum account balance (10PLN).
2. Registration may be realized through:
 - 2.1 TRM terminal located at the TRM Station
 - 2.2 Website www.rower.tarnow.pl
 - 2.3 TRM mobile application
 - 2.4 Telephone contact with CC TRM
3. During the registration process through the website www.rower.tarnow.pl, via the TRM Mobile Application or via telephone contact with the CC TRM employee the indication of the following personal details is necessary:
 - 3.1 First name and surname,
 - 3.2 contact address, that is city, street including flat/house number, postal code, country,
 - 3.3 email address,
 - 3.4 PESEL number,
 - 3.5 mobile phone number,



3.6 payment card number in case of payment with credit card with the possibility of charging (optional),

4. During registration process at the TRM Terminal, the Client indicates the following personal details;

4.1 mobile phone number,

4.2 name and surname,

4.3 in case of an intention to top up the account with a credit card: number of credit card with an option of debiting.

Other data indicated in clause V.2, V.3.3 and V.3.4 the Client is obliged to supplement through the website of www.rower.tarnow.pl or via TRM Mobile Application within 24 hours from the moment of registration. In case of website and TRM Mobile Application failure, the Client may supplement the data by calling CC TRM. In case of lack of submitting the above data in a given term the account will be blocked. Unblocking of the account will occur at the moment of submitting correct and full data.

5. In order to complete the process of registration a link will be sent to the email address indicated before with a confirmation of data by the Client. Post authorization of the link, the account is verified. Lack of confirmation of data within 24 hours from the moment of obtaining the mail by clicking on the verification link causes non-completion of the registration process at TRM System and thus, blocking the account.

6. Client accounts which contain incorrect/insufficient personal data with 0PLN account balance may be automatically deleted from the TRM database system.

7. During the registration process at TRM Terminal the Client enters the PIN code of his own. Whilst, during the registration via: internet website, TRM Mobile Application and CC TRM a PIN code is generated automatically. Post registration the Client receives a confirmation from TRM System regarding a successful registration as well as his individual PIN code which enables authorization of a given Client by the system.

8. In order to improve the process of logging in at the Terminal, the Client has the option of assigning of any TRM identification card which services RFID standard (thus the so called proximity card) to TRM account. During rental and return of a bike the Client has the following methods of identification at disposal:

8.1. mobile telephone number which, together with PIN number is treated as equal to the Client Identifier,

8.2. Premium or Standard E-card – that is Tarnów Urban Card.

8.3. By means of personal cards, that is proximity, personalized electronic cards (chip + RFID) containing their unique, encoded number – with PIN number (i.e. Electronic Student Card, loyalty cards, payment cards).

After logging into one's account on the website www.rower.tarnow.pl, Clients may switch off the PIN code through unselecting the option: *Upon each rental and return, in order to ensure my safety, please ask me about my PIN number*. This option allows for bike rental/return at the terminal without having to indicate the PIN code while using identification methods specified in V.8.2, V.8.3.

VI. Personal data

1. The condition to registering is an indication of correct data, acceptance of conditions specified in the hereby Terms of Service. The data controller is Nextbike Polska S.A. w restrukturyzacji with its registered seat in Warsaw 01-756, ul. Przasnyska 6b, 01-756 Warszawa (further referred to as Data Controller).
2. Submission of personal data is voluntary, but necessary for the realization of the Agreement; lack of personal data submission prevents the use of TRM System services. The information on safety



of personal data is available within the Privacy Policy document of Nextbike Polska S.A. w restrukturyzacji available at: www.rower.tarnow.pl.

3. Data controller may be contacted by means of an email address daneosobowe@nextbike.pl, contact form at the address www.rower.tarnow.pl, via telephone by calling +48 22 208 99 90 or in writing by sending a letter to the address of Nextbike Polska S.A. w restrukturyzacji
4. Data controller has assigned Personal Data Inspector who may be contacted via email at iod@nextbike.pl, through contact form at the address bok@rower.tarnow.pl, via telephone by calling at +48 22 208 99 90 or in writing by sending a letter to the seat of Nextbike Polska S.A. w restrukturyzacji Data Protection Inspector may be contacted with regards to all matters related to the processing of personal data an executing the rights related to the processing of such data.
5. Personal data of a user will be processed for the purpose of:
 - 5.1 setting up and servicing Client Account and provision of services available under TRM System according to the principles specified in the hereby Terms of Service-the legal basis will be the necessity to execute agreement concluded by the user;
 - 5.2 fulfilling public-legal obligations of Nextbike Polska S.A., above all, those stemming from accounting provisions and tax provisions of law-the legal basis for the processing will be the necessity to fulfil legal obligations of the Controller
 - 5.3 passing of marketing contents concerning products or services of Nextbike Polska S.A. w restrukturyzacji -legal basis for the processing will be the legally justified interest of the Controller; legally justified interest of the Controller is the conduct of marketing actions concerning products or own services; in case of expressing consent for the processing of personal data for the purpose of passing on the marketing content related to the products or services of Nextbike Polska S.A., in case of non-conclusion of the agreement and post expiry of agreement-the consent will be the legal basis for the processing of personal data by the user in case of conclusion of agreement with Nextbike Polska S.A. w restrukturyzacji And post its completion (in case of failure to express consent, personal data of a user will not be processed for marketing purposes in case of non-conclusion of agreement and post its expiry).
 - 5.4 passing of marketing content concerning products or services of Nextbike Polska S.A. w restrukturyzacji Partners: legal basis for the processing will be the consent for processing of personal data in order to pass on the marketing content concerning products or services of Nextbike Polska S.A. w restrukturyzacji (in case of non-expressing consent, personal data of such user will not be processed for this purpose).
 - 5.5 ensuring the possibility of control of location at which bikes were rented or to which they were returned to TRM with the use of GPS system or verification, where the bike is located in case of lack of its return- legal basis for the processing will be legally justified interest of the Controller; legally justified interest of the Controller is the protection of material interest through gathering information which enable locating a bike,
 - 5.6 establishing or pursuing potential claims or defence against claims by Nextbike Polska S.A., related to the concluded agreement with the user-legal basis of processing will be the legally justified interest of the Controller; legally justified interest of the Controller is enabling establishing, pursuing and protecting against claims.
6. Personal data may be passed on to the following entities: suppliers of IT services, providers of location services (GPS), providers of marketing services, online payment operators, couriers and post operators, entities providing accounting and legal services.
7. Personal data of users will be processed until the time of expiry of claims stemming from the concluded agreement between the user and the Controller. After this period, data will be processed in the scope and for the period required by the provisions of law, including accounting provisions of law. In case of granting consent for the processing of data, data will be processed until the time of withdrawal of such consent. Controller will cease to process data for marketing purposes earlier, during the validity period of the agreement, in case of submitting by the user of an objection against the processing of his data for this purpose.



8. The expressed consent for the processing of data for the purpose of passing onto the user of marketing contents by Nextbike Polska S.A. w restrukturyzacji may be withdrawn at any time. The manner in which the consent may be withdrawn is indicated in the Privacy Policy of Nextbike S.A. Withdrawal of consent will have no impact on the compliance with law of the processing carried out prior to its withdrawal.
9. In the scope in which the basis for the processing of personal data of the user will be the legally justified interest of the Controller, he will be entitled to the right of submitting an objection against the processing of personal data, that is in particular the User will be entitled to object against the processing of his personal data for the purpose of passing over the marketing content in the course of validity of agreement concluded with the Controller.
10. The User will be entitled to access his data and demand their amendment, removal or limiting their processing as well as the right to submit a complaint to the supervisory organ that deals with the protection of personal data in a member state of his usual stay or at the place of work of the user or the place of conduct of the alleged breach.
11. Since data of a given user will be processed in an automated manner, on the basis of an agreement and consent (in case of expressing it)-the user is entitled also to the right to transfer personal data which he will provide the Controller with, that is to obtain from the Controller personal data in a structured, generally used, machine-readable format. Such data may be passed on by the User or the Controller to another data Controller. Details in this scope have been specified in the Privacy Policy of Nextbike S.A.
12. Indication of personal data in the purpose of setting up an account and then use of the offered services in the framework of ZGCB is necessary in order to conclude and realize the agreement-lack of indication of personal data precludes the conclusion of agreement. Indication of data for the purpose of passing on the marketing contents is voluntary.
13. Personal data are processed, stored and secured in accordance with the principles specified in the binding legal provisions.
14. The content of individual transactions/rentals is available solely for the parties of the Agreement. Each Client who has performed registration, having logged in, has access to all his transactions/rentals for the period of their storage within the IT system. Client data concerning individual transactions/ rentals are stored by the TRM IT system. If there are no arrears in the scope of payments for the use of bikes and data concerning individual transactions are no longer obligatory for realization of target for which they have been gathered, they are deleted immediately upon submission by Client of a motion for their deletion. In case of submitting a complaint, such data are stored until completion of the complaint procedure and potential proceedings caused by it, identification of claim by the Client and for evidence purposes. In case of a notification within this term (i.e. compensation or indemnification for damages) - data are processed during establishing the potential liability of the Operator/ Client and realization of the issued judgement in this regard.
15. Controller of personal data-Operator undertakes to maintain confidentiality of personal data and not to disclose them to any third parties, unless, pursuant to a clear authorization from the Client or in the event when such authorization will result from a specific provision of law. This obligation shall remain in force post expiry of the legal relationship which is between the Client and the Operator.
16. In order to adjust the content and the services to the individual needs and interest of Clients, the Operator uses the so called cookies that is information saved by the server of the Service on Client's computer, which the server may read during each connection from the given computer. Cookies files provide statistical data regarding Client traffic and their use of the particular TRM pages, as well as enable a swift provision of Services. The Client may at any time switch off the option of accepting cookies in his browser settings, however, this may trigger problems and in some cases disable the use of TRM System. The Client may at any time switch off the option of accepting cookies in his browser settings, however, this may trigger problems and in some cases disable the use of TRM System. Details concerning cookies files may be found in the Privacy Policy of Nextbike Polska S.A.

VII. Payment methods

1. Payment for services and products offered within the TRM system may be conducted through:



- 1.1 crediting the pre-paid Account via bank transfer or through payment via payment card, in particular, via portal www.rower.tarnow.pl from which the means will be charged in the amounts as indicated in Tables of charges and Contractual Penalties, and subsequently transferred to the account of the Operator.
- 1.2 launching the order of debiting the credit card with which the charging of payment of a minimum of 10 PLN. This might be conducted by means of entering credit or debit card number within TRM Terminal during contact with CC TRM as well as by means of mobile Nextbike application.
2. All payments are transferred to the account of Operator.
3. At Client request, the Operator will provide the Client with VAT invoice covering the paid ride. For this purpose the Client should contact the Operator via electronic means to the email address of the Operator, indicating data necessary for VAT invoice issuance, date and time of rental of bike and number of bike.
4. The Operator will send a VAT invoice via electronic means to the email address from which the Client contacted the Operator. At the request of the Client, the Operator may send a VAT invoice to another email address, indicated by the Client.

VIII. Rental

1. Bike rental is possible in case a Client has an active account status. Active account status is understood as:
 - 1.1 a minimum amount of 10 PLN gross on the pre-paid Account, or
 - 1.2 defining as the form of payment of the payment card with possibility of debiting, via terminal or via contact with CC TR, through which these means are automatically transferred.
2. Bike rental is possible at any TRM Station post prior launch of TRM Terminal, logging in and proceeding according to the displayed messages on the device of TRM Terminal. Release of electric lock is signaled via adequate message displayed on TRM Terminal as well as a sound signal. During the rental the Client obtains the number for the code lock which opens a security rope within the rented bike. This number may be verified until the time of return at the TRM Terminal, via TRM mobile application as well as at CC TRM. The Client, prior to rental, is obliged to ensure that the bike is equipped in protective rope, also called a clamp. In the event when it is missing, the Client is obliged to contact CC and inform it of the absence of a clamp. Rental may also be performed by means of TRM mobile application or by contacting CC TR.
3. Principles of renting Children bikes:
 - 3.1 use of bikes of children type is possible only under the supervision of their Legal Guardian with an account in TRM System. Legal guardian is obliged to supervise the ride of a child for the entire duration of rental until bike return at the TRM station,
 - 3.2 Children bikes are bikes with wheel rims of dimensions of 20 inches, which are designated for children above 6 years of age whose height exceeds 120 cm.
 - 3.3 Prior to rental of a children bike, Legal Guardian must ensure that the child is able to ride a bike without the use of so called side-wheels,
 - 3.4 Legal Guardian takes full responsibility for a child during children bike rental. Children bikes are equipped in safety rope.
 - 3.5 Prior to commencing the trip Parent or Legal Guardian ought to ensure that the line is properly secured in a way so as to prevent it from getting into the wheel while ridding nor hindering the ride in any other way.
4. The Client is obliged to ensure, prior to commencing the ride, that the bike is fit for use, in particular;
 - 4.1 Bike tyres are pumped, brakes are functional.
 - 4.2 The bike is equipped in a safety rope also known as clamp which works properly



5. Once a bike is released, the Client is obliged to secure the rope in such a way so as to prevent it getting into the wheel.
6. In case of discovering during the bike rental any failure of the bike, the Client is obliged to immediately report the problem to TRM CC and return the bike to the closest TRM Bike Station.
7. Rental and use of an unfit bike by the Client may result in his liability for any failures or damages resulting from the use, in case when the Client could have been able to identify the unsuitability of the bike.
8. It is recommended that the Client has, during rental, a working mobile phone in case of a necessity to contact CK.
9. The basket mounted in front of the bike is suitable solely for the carriage of light items. In order to ensure safety and at the risk of damaging the bike it is not allowed to place any heavy items within the basket. The maximum weight of items within the basket cannot exceed 5 kg. Items placed in the basket may not hang out of the rim of the basket and they should not contain any sharp edges. If an accident occurs due to inappropriate use of the basket, the Client bears responsibility for it and will cover any costs arising from it. The Operator shall not bear responsibility for damages or leaving items or goods carried in the basket. In particular, the Operator shall not bear any responsibility for the carried electronic equipment which constitutes the property of the Client.
10. Maximum load of a bike:
 - 10.1 for a Standard Bike, designated for use by 1 person, it cannot exceed 120 kg,
 - 10.2 for Children Bike, designated for use by 1 person, it cannot exceed 60 kg,
 - 10.3 for a Standard Bike with children seat, designated for use by the bicycle rider and passenger (child in a seat), it cannot exceed 120 kg. Details concerning the use of Bikes with children seats are available in Appendix no. 3 to the hereby Terms of Service.
11. In case of any problems with the rental or return of the bike from TRM Station the Client is obliged to contact CC TRM by phone. The employee of CC will inform the Client of further actions to be taken.
12. The rented bike ought to be used in accordance with its designation. TRM Bike as a transport means is designated to move around the TRM Bike Stations. It is not allowed to use TRM bikes for mountain rides, jumps, stunt tricks, as well as racing and using the bike to pull or push anything is not allowed.

IX. Duration of rental

1. The Client is obliged to return the bike no later than within 12 hours from its rental.
2. Exceeding the 12 hour duration of single rental causes charging additional fees and penalties in accordance with the Tables of Charges and TRM Contractual Penalties.

X. Repairs and failures

1. Any failures ought to be reported by phone to CC TRM immediately upon being noticed. In case of each failure which prevents further ride the Client is obliged to stop and inform CC via telephone as well as return the bike to the closest TRM Station.
2. Any failures ought to be reported immediately post being noticed by phone to TRM CK. The only authorized entity to perform these actions is TRM Service.
3. The Client has an obligation to have the possibility of contacting BOK at all times when renting a bike.

XI. Return

1. The Client is obliged to correctly return of a bike and through:
 - 1.1 Returning the bike to a TRM Station and connect the bike to the free electric lock which constitutes an integral part of the stand. Correct blocking of a bike at a stand will be confirmed



by a green diode located on the pole, a sound signal and physical closing of the bike in the stand.

1.2 Returning of a bike to the TRM Station with the use of code lock (solely in situations when Client is unable to connect the bike to the electric lock i.e. when there are no free spots or there is a failure of TRM Station), connecting the bike to the stand or to another bike (correctly secured through connecting into electric lock or secured with a clamp) located at the TRM Station, block the lock (through shuffling the digits) and pressing the "Rental/Return" button on the electronic part of the Terminal as well as proceed according to the instructions visible on the display. Upon blocking the lock, the Client may also return the bike via TRM mobile application or through contacting CC TRM. In order for the return of the bike to occur through telephone contact with CC TRM the presence of Client at the Station on which the bike return is to be arranged for is required.

1.3 In case of experiencing any difficulties related to the bike return, the Client is obliged to immediately contact 24/7 hotline of CC TRM. It is thus assumed that in order for a bike return to occur through telephone contact with CC TRM, the Client ought to be present at the Station on which a bike return is to be conducted.

2. The Client is obliged to correctly return and secure the bike, as specified in clauses X.1 to X.2 under the pain of:

2.1 calculation of fees for the use of bike in accordance with the accepted price list, and in case of rental exceeding 12 hours, calculation of additional fee in the amount of 200 PLN.

2.2 calculation of contractual penalty for loss, theft or damage of a bike in accordance with Appendix no. 1 to the hereby Terms of Service.

2.3 Calculation of penalty fee for return of bike at a place other than the dedicated station in accordance with Appendix no. 1 to the hereby Terms of Service.

2.4 Temporary blocking of Client's account.

3. In case when during rental of a bike an accident or collision occurs, 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 TRM of this fact no later than within 24 hours post the event occurrence. If, during the event, the bike is damaged, any fees related to the restoration of that bike to the state from before the accident/collision shall be borne by the person responsible for the incident, post prior presentation of adequate document with an indication of perpetrator – in the event when there is such a possibility. Otherwise, all costs related to the repairs shall be borne by the account owner.

XII. Charges

1. Charges are calculated according to the rates specified in the TRM Tables of Charges and Contractual Penalties, constituting Appendix no. 1 to the Terms of Service, available at www.rower.tarnow.pl and in TRM Terminals. The basis for the calculation of a charge is the number of minutes of rental, measured from the moment of bike rental to the moment of connecting the bike with electric lock or obtaining the confirmation from the TRM System regarding the confirmation of bike return.

2. Charges for the use of rental are diverse and depend on the length of time of bike rental. Fee for single rental is a sum of receivables for subsequent time intervals.

3. Time of charging is divided in accordance with Appendix no. 1 to the Terms of Service – TRM Tables of Charges and Contractual Penalties.

4. In case when charging the fee for the ride exceeds the means on the account the Client is obliged to top up his Account at least to reach the balance equal to 0 PLN within 7 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. 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.



5. Reimbursement of charges made towards rentals may be made upon termination of the Agreement. During the term of the agreement with the Operator of TRM system the payments towards rentals (top up amount) are non-refundable.
6. In case of obtaining a promotional voucher, the top up amount of Client account and its designation are established by Operator and it is non-refundable, that is there is no possibility of obtaining payment of funds. The means from the top up are used in the first place, prior to the means paid in by the Client.
7. Non-used funds are transferred from season to season and are not subject to cancellation.
8. 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 according to the principles stemming from separate provisions of law. The Client acknowledges that TRM Operator is entitled to transferring the matured receivables with respect of the Client, stemming from the Agreement, onto third parties, which shall entitle these third parties to seek repayment by the given Client of these receivables. The Operator TRM realizes the services related to the maintenance of TRM and bears full responsibility for its proper functioning.

XIII. Responsibility

1. The Operator realizes services related to the maintenance of TRM 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.
3. Any claims and complaints resulting from them ought to be directed by the Client to the address of the Operator.
4. The Operator reserves the right to disclose Client's data, in case of a necessity of disclosing the data to the authorized persons stems from the binding legal provisions.

XIV. Complaints

1. The recommended term for submission of complaints is within 7 days from the date of the event which caused the complaint.
2. All complaints concerning the services provided on the basis of the Terms of Service may be submitted:
 - 2.1 via electronic means to the email address bok@rower.tarnow.pl
 - 2.2 via post to the address of the Operator, specified in clause I.3
 - 2.3 in person at the headquarters of the Operator.
3. 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.
4. The complaints which do not contain data such as: name, surname, address, telephone number, which would allow for an identification of the Client will not be considered by the Operator.
5. Submitting a complaint does not release the Client from the obligation of a timely realization of the obligations towards the Operator.
6. The Operator shall process a complaint within 14 days from the date of obtaining it or its supplementation, and in case of matters of more complicated nature, this period may take up to 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.

7. 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.
8. The consideration of a complaint consists of an identification of the problem, assessment of its justification and settlement of the problem submitted by the Client or a conduct of adequate actions in order to remove any potential irregularities, causes of their occurrence and to grant a thorough, and professional in form and in content reply.
9. CC grants replies which contain the position of the Operator regarding submitted complaints, providing justification and information as to the appeal procedure.
10. 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 CK. The appeal ought to be submitted in one of the following manners:
 - 10.1 via electronic means to the email address bok@rower.tarnow.pl,
 - 10.2 via post to the address of the Operator, specified in clause I.3
 - 10.3 in person at the headquarters of the Operator.
11. The Client may:
 - 11.1 direct an appeal against the decision of the Operator directly to CC within 14 days from the date of receipt of the reply to the complaint.
 - 11.2 launch civil action in the adequate court.

XV. Withdrawal from the Agreement:

1. 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 consumer posts a statement of withdrawal from Agreement.
2. The Client may withdraw from the Agreement via:
 - 2.1 sending to the Operator's email address bok@rower.tarnow.pl, a statement regarding withdrawal from Agreement,
 - 2.2 sending to the postal address of 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 2019, item 134 as amended), however, this is not obligatory.
3. 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.
4. In case of withdrawal from the Agreement, the Agreement is treated as non-concluded. 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 with the use of the same methods of payment which were used by the Client in the initial transaction, unless the Client indicated an alternative solution within declaration regarding withdrawal from Agreement.

XVI. Termination of the Agreement at the request of the Client

1. The Client has the right to terminate the Agreement. Termination may be submitted by the Client in the following manner:
 - 1.1 via electronic means to the email address bok@rower.tarnow.pl,
 - 1.2 via post to the address of the Operator, specified in clause I.3
 - 1.3 in person at the headquarters of the Operator.
2. The termination of the Agreement takes effect within 14 days from the date of receipt of the termination by the Operator. Liquidation by the Operator of Client Account within TRM System shall be the result of Agreement termination.
3. Prior to terminating the Agreement the Client is obliged to top up the means on the Client Account to reach the balance of 0PLN. 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.
4. If the funds on the Client Account exceed 0PLN 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 30 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.

XVII. Blockade of user accounts

1. The Operator reserves the right to temporarily block Client's account in TRM system in case of non-compliance with the conditions of the use of TRM, specified in the hereby Terms of Service.
2. In particular, the account blockade may occur, when the Client:
 - 2.1 has not entered personal data in detail, as specified in clause V.3 of the hereby Terms of Service;
 - 2.2 uses a bike not in line with its designation;
 - 2.3 leaves the bike in a location other than TRM Station;
 - 2.4 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.

XVIII. TRM Mobile Application

1. TRM Mobile Application is available for download without charging any fees (free of charge) in Google Play stores and Apple AppStore.
2. The use of Mobile Application is possible by means of phones with adequate, valid Google Android or Apple IOS system with Internet access.



3. The use of Mobile TRM Application is possible post registering in the TRM System. The provisions of the hereby Terms of Service in the scope of conditions of use of TRM are appropriately represented in the TRM Mobile Application.

XIX. Final Provisions

1. The acceptance of the hereby Terms of Service and the rental of the bike indicates: a submission of 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 may terminate the Agreement subject to the 7-day notice period (seven days) in the event of occurrence of a significant cause, such as in particular: liquidation of the TRM System or ceasing of operations or change of the scope of TRM System operations.
3. Termination of Agreement for the provision of services via electronic means by the Operator shall occur through sending a statement of termination of Agreement for the provision of services via electronic means to the electronic post address of the User specified in Client Account or via submission of a declaration to the User in any other manner.
4. Subject to clause 5 above, the consequence of termination of Agreement shall be the liquidation of Client Account by the Operator
5. In case when during the term of the hereby Agreement the User has availed of bike rental in other cities on the basis of the principle of compatibility of Systems, in accordance with Clause I (4) of the Terms of Service and in the framework of registration to that subsequent service he or she did not set up a new account, Client Account shall not be liquidated. The service of Client Account shall continue to be provided according to the conditions specified in the Terms of Service indicated above for the subsequent service which, as per the rule of compatibility, the User used, including in particular the means on the Account will remain available to be used under this service.
6. If the User, after termination of Agreement, continues to use Client Account according to the rules specified in Clause 6 above, he or she shall be obliged to make payments stemming from the Terms of Service of a given service, excluding payment of the initial fee according to the conditions specified in the Terms of Service of a given service.
7. In case when Client Account is liquidated, provided that the means of Client Account exceed PLN 0 on the day of Agreement termination, these shall be returned to the bank account specified by the User. The termination of the Agreement takes effect immediately, within 30 days from the date of receipt of the termination by the Operator. In case when reimbursement of funds is related to the necessity of incurring additional costs on the side of the Operator in the form of transfer costs, these costs shall be deducted from the means to the reimbursement of which the Client is entitled.
8. 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.
9. Information regarding changes of the Terms of Service will be sent to the email address indicated upon registration. The information regarding changes to the hereby Terms of Service 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 sent to CC within 14 days from the day of its posting to the Client indicates acceptance of introduced changes within Terms of Service by the Client. Written information of the lack of acceptance by the Client of changes to the Terms of Service shall constitute termination of the Agreement by the Client.
10. 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.



11. In case of any discrepancies between the Polish and foreign language version of the Terms of Service, the Polish version of the document shall prevail.

Appendix no. 1 TRM TABLE OF FEES AND CONTRACTUAL PENALTIES

TRM Pricelist encompassing possession of Premium E-card		
Initial fee		10 PLN
Payment for bike rental Payments for individual ride times sum up.	Duration of rental	
	up to 30 minutes	0 PLN
	Above 30 to 60 minutes	1 PLN
	Second hour	2 PLN
	Third hour	3 PLN
	Fourth hour and each subsequent hour	4 PLN
Letter notifications regarding breaching the Terms of Service		10 PLN
Return of bike at a place other than TRM Station in the Return Zone		180 PLN
Return of bike at a place other than TRM Station, outside of the User Zone		500 PLN
Payment for exceeding the 12 hour limit of rental		200 PLN

TRM Pricelist for other System users		
Initial fee		10 PLN
Payment for bike rental Payments for individual ride times sum up.	Duration of rental	
	up to 20 minutes	0 PLN
	Above 20 to 60 minutes	2 PLN
	Second hour	3 PLN
	Third hour	4 PLN
	Fourth hour and each subsequent hour	6 PLN
Letter notifications regarding breaching the Terms of Service		10 PLN



Return of bike at a place other than TRM Station in the Return Zone	180 PLN
Return of bike at a place other than TRM Station, outside of the User Zone	500 PLN
Payment for exceeding the 12 hour limit of bike rental	200 PLN

Penalties	
Theft, loss or damage of a Standard bike	2900 PLN
Theft, loss or damage of a Standard bike with Child Seat	3700 PLN
Theft, loss or damage of a Children bike	1,900 PLN

Fees indicated in the tables are VAT tax inclusive.

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

NAME	unit of measurement	PRICE*	VAT 23%	TOTAL
Seat adapter	piece	112,32 PLN	25,83 PLN	138,15 PLN
Fork adapter with a handle	piece	113,56 PLN	26,12 PLN	139,68 PLN
"CHIP" adapter plate	piece	6,31 PLN	1,45 PLN	7,76 PLN
Front mudguard 26"	piece	9,46 PLN	2,18 PLN	11,64 PLN
Rear mudguard 26"	piece	6,20 PLN	1,43 PLN	7,62 PLN
Chip used under the fork adapter	piece	8,67 PLN	2,00 PLN	10,67 PLN
Left handlebar grip	piece	1,25 PLN	0,29 PLN	1,53 PLN
Right handlebar grip	piece	1,20 PLN	0,28 PLN	1,47 PLN
Inner tube 26" x 1.75"	piece	12,78 PLN	1,47 PLN	15,71 PLN
Rotary bell	piece	14,75 PLN	3,39 PLN	18,14 PLN
Right brake lever	piece	19,92 PLN	4,58 PLN	24,50 PLN
Left brake lever	piece	19,92 PLN	4,58 PLN	24,50 PLN
Child seat	piece	545,92 PLN	125,56 PLN	671,48 PLN
Rear roller brake	piece	98,21 PLN	22,59 PLN	120,80 PLN
Front roller brake	piece	150,93 PLN	34,71 PLN	185,64 PLN
Galvanised yoke for the seat	piece	0,79 PLN	0,18 PLN	0,97 PLN
Bent handlebar with aluminium rise	piece	54,41 PLN	12,52 PLN	66,93 PLN
Front wheel 26"	piece	285,24 PLN	65,61 PLN	350,85 PLN
3-speed rear wheel 26"	piece	296,88 PLN	68,28 PLN	365,17 PLN
Set of controls	piece	9,68 PLN	2,23 PLN	11,91 PLN
3-speed hub components	piece	9,56 PLN	2,20 PLN	11,76 PLN
Left crank 26"	piece	15,96 PLN	3,67 PLN	19,63 PLN
Right crank with a sprocket 26"	piece	21,59 PLN	4,97 PLN	26,56 PLN
Dynamo block	piece	3,64 PLN	0,84 PLN	4,48 PLN
Terminal block used under the seat	piece	6,42 PLN	1,48 PLN	7,90 PLN



Front basket	piece	51,88 PLN	11,93 PLN	63,81 PLN
Front lamp	piece	30,68 PLN	7,06 PLN	37,73 PLN
Rear lamp	piece	15,09 PLN	3,47 PLN	18,57 PLN
Brake cable 1.5mm x 2000mm Alhonga	piece	1,01 PLN	0,70 PLN	1,24 PLN
Rear aluminium strip "FLAG" for the luggage carrier	piece	25,24 PLN	5,80 PLN	31,04 PLN
Chain	piece	0,98 PLN	0,23 PLN	1,20 PLN
Chain guard mounting	piece	1,55 PLN	0,36 PLN	1,90 PLN
Front wheel nut	piece	0,32 PLN	0,15 PLN	0,39 PLN
Chain tensioner with a screw and nut	piece	11,51 PLN	2,65 PLN	14,16 PLN
Clamp 22.2mm for fixing the brake arm	piece	2,48 PLN	0,57 PLN	3,05 PLN
Wheel rim clip 26"	piece	2,11 PLN	0,97 PLN	2,60 PLN
Jubilee clip	piece	3,63 PLN	0,83 PLN	4,46 PLN
Tire 26" x 1.90" with a reflector	piece	30,31 PLN	13,94 PLN	37,29 PLN
Chain guard	piece	5,74 PLN	1,32 PLN	7,06 PLN
Set of pedals	piece	24,45 PLN	5,62 PLN	30,07 PLN
Front wheel washer with a hook	piece	0,36 PLN	0,17 PLN	0,45 PLN
Derailleur with 3-speed module	piece	43,37 PLN	9,98 PLN	53,35 PLN
Aluminium bike frame	piece	524,19 PLN	120,56 PLN	644,76 PLN
Bike seat	piece	36,69 PLN	8,44 PLN	45,12 PLN
Leg	piece	29,34 PLN	6,75 PLN	36,08 PLN
Aluminium long basket handle	piece	91,48 PLN	21,04 PLN	112,52 PLN
Steel basket handle	piece	37,07 PLN	8,52 PLN	45,59 PLN
Fork 26"	piece	49,97 PLN	11,49 PLN	61,46 PLN
Support insert	piece	10,44 PLN	2,40 PLN	12,84 PLN
Front mudguard bracket 26"	piece	4,10 PLN	0,94 PLN	5,04 PLN
Rear mudguard bracket 26"	piece	2,52 PLN	0,58 PLN	3,10 PLN
Handlebar bracket	piece	13,94 PLN	3,21 PLN	17,15 PLN
Seat bracket	piece	17,43 PLN	4,01 PLN	21,44 PLN
Clasp with a clamp	piece	10,52 PLN	2,42 PLN	12,94 PLN
Combination lock	piece	53,97 PLN	12,41 PLN	66,39 PLN
Hub sprocket	piece	3,88 PLN	0,89 PLN	4,77 PLN

* may be subject to changes



Appendix no. 3 Principles of use of Standard Bike with child seat

1. Maximum burdening of Bikes equipped in children seats cannot exceed 120 kg per bike.
2. The use of Bikes equipped in children seats is possible solely under the supervision of a legal guardian of the child who possesses an account within the Tarnowski Rower Miejski System. The legal guardian is obliged to correctly secure the child in the seat, in accordance with the user instruction placed on the seat.
3. In case of any doubts as to the manner of proper carriage of a child in the bike seat, the User of the System ought to contact CC by phone.
4. Bikes equipped in children seats are designated to carrying children with body weight from 9 kg to 22 kg, who are capable of sitting autonomously for a period of time longer or even to the intended bike journey.
5. Prior to placing the child in the seat, one must ensure whether the seat, the mounting mechanism for the bike and the restraining elements, designated at ensuring safety of the child during ride are not damaged or bearing traces of damages, nor loosened up and that they are stably mounted to the Bike. It is also recommended to control the seat temperature (whether it is not excessive i.e. due to direct sun exposure). In case of observing any irregularities and, in particular, in case of noting defectiveness of the seat or defectiveness of its mounting to the Bike, the User of the Tarnowski Rower Miejski System ought to inform the Operator of the above by means of CC and the use of such a seat is forbidden.
6. Legal guardian assumes full responsibility for the child in the course of rental of the Bike equipped in a child seat.
7. Children in bike seats ought to be wearing helmets securing them (helmets do not constitute standard Bike accessories). One must remember that children ought to be equipped in adequate clothing that secures them against weather conditions, such as rain or sunlight.
8. Children must be placed in a seat in a manner that guarantees their optimal comfort and safety in the course of the ride, using the restraining system in order to ensure restraining of child's movement in the seat. It is recommended that the back support is slightly tilted backwards.
9. The User is obliged to ensure that the carried child is secured in a way that prevents them from falling out during the ride. If an accident occurs due to improper use of the restraining mechanism, the Client shall bear responsibility in such case.
10. Prior to commencing a ride one must ensure that:
 - a) There is no possibility of any part of child's body, clothing or restraining elements to come into contact with the moving seat element or the bike,
 - b) Additional burdening of the Bike does not negatively impact the steering capacity of the bike or its balance, necessary for safe movement on the Bike;
 - c) Body mass and size of the child do not exceed the maximum workload of the seat (the above must be controlled also during the ride).
11. Performance of any sort of seat modifications and mounting of additional luggage in the place where the seat is mounted with a child inside is forbidden. One must maintain caution during the ride by a Bike with a child placed in the seat, bearing in mind that the Bike may operate differently in terms of maintaining balance, steering and braking. In particular, one must adjust the speed of riding to the limitations stemming from travelling by means of an additionally burdened bike.
12. In the course of Bike use one must carry out an ongoing verification whether the bike's rack functions properly and furthermore, whether the carried child does not obscure in any way the bike's reflectors placed on the rack/seat.
13. One must furthermore pay special attention not to leave the Bike parked with the child remaining in the seat without supervision.
14. Rentals and Returns of Bikes with children seats are possible at each of the stations.



Appendix no. 4 Template of settlement

CONSENT-PARENT (LEGAL GUARDIAN) DECLARATION

I, the undersigned, hereby grant consent for the use of Tarnowski Rower Miejski System by my child

Data of Minor

Name and surname	
PESEL	
Telephone number on which the account is registered	

Data of Parent (Legal Guardian)

Name and surname	
Date and place of consent granting	
Handwritten signature of Parent (Legal Guardian) granting the consent	