

**Terms of Service  
of the system Poznański Rower Miejski**

Valid from 1 July 2019

**I. General Provisions**

1. The hereby Terms of Service shall specify the rules and conditions of the use of the Poznański System Roweru Miejskiego (hereinafter referred to as PRM) launched and operating within administrative borders of the City of Poznań.
2. Terms of Service of PRM as well as the Privacy Policy are available free of charge on the internet website [www.poznanskirower.pl](http://www.poznanskirower.pl) in such a way so as to enable familiarising with the contents, obtaining, broadcasting and recording them. These documents may be obtained at the headquarters of NB Poznań Sp. z o.o. with its registered seat in Warsaw, which is the Operator of PRM.

3. Contact:

NB Poznań Sp. z o.o.  
ul. Przasnyska 6b  
01 – 756 Warszawa  
e-mail: [bok@poznanskirower.pl](mailto:bok@poznanskirower.pl)  
tel.: 61 666 80 80

4. PRM is compatible with all Nextbike systems 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 address <https://nextbike.pl/o-nextbike/>

**II. Definitions**

1. **Mobile Application** – mobile application enabling the use of PRM. The use of Mobile Application is possible on smartphone type of devices with an adequate, valid Android or iOS system, which facilitates the download of Mobile Application from an online store. The Application is available for download free of charge at Google Play stores and Apple AppStore, whilst permanent access to the Internet as well as registration of Client Account within PRM System is the condition for its download and use.
2. **Adapter** – an element mounted on the fork of PRM front wheel's fork which connects a bike to an electric lock.
3. **Contact Centre (CC)** – service launched by the Operator, ensuring that the Clients have contact with the Operator by means of:  
  
infoline available 24/7 at the following number: 61 666 80 80  
electronic post under the address [bok@poznanskirower.pl](mailto:bok@poznanskirower.pl)  
  
Information regarding the functioning of CC are available on the internet website [www.poznanskirower.pl](http://www.poznanskirower.pl)
4. **Fork lock blockade / Blockade** – preventive measure of PRM4G Bikes, consisting of a fork lock placed inside the fork of the front wheel and the rope, integrated with the bike's basket and pinned into the fork lock, without closing of which it is not possible to finish any Rental. The blockade serves the function of securing the Bike at the time of applying the Break function, while remaining open during the ride. The blockade constitutes an accessory of each PRM bike.
5. **Account blockade** – preventive measure consisting of preventing the use of PRM, which may be applied by the Operator in case of breaching by the Client of provisions of the hereby Terms of Service, in particular in case of a breach which constitutes a damage to the property of the Operator. The process of Account blocking is specified in Clause XIII of the Terms of Service.
6. **Promotional Voucher/Bonus** – a voucher offered by the Operator which enables topping up Client Account.

The voucher amount and its designation is established by the Operator and it is non-refundable. The means from the vouchers are used in the first place, prior to the means paid in by the Client.

7. **Price List and Table of Additional Fees** – price list of PRM services and charges, constituting an integral part of the Agreement. Price list and Table of Additional Fees constitutes Appendix no. 1 to the hereby Terms of Service and is available on the internet website as well as within the Mobile Application.
8. **Duration of Rental of PRM3G Bike** – time counted from the moment of Rental (unblocking of electric lock combined with sound signal) until the moment of its Return through connecting it with an electric lock and blocking the Bike. In case of lack of free electric locks, through connecting the Bike with digital lock to the stand or to another Bike located at PRM3G Station subject to Clause II.39. Post blocking the digital lock, one must complete Rental through the Terminal, Mobile Application or by contacting CC. Sole connecting the Bike does not signify its Return.
9. **Duration of Rental of PRM4G Bike** – time counted from the moment of bike reservation or rental (unblocking) without prior reservation, until the moment of its return through closing of its fork lock blockade. It is assumed that both Reservation and Break, if applicable, are calculated within the Duration of Rental.
10. **Electric lock** – mechanism which releases/blocks PRM3G Bike in the docking station. Electric lock constitutes an integral part of each stand at the Station of PRM3G Bikes. Its automatic closure and blockade of bikes is combined with a sound signal.
11. **GPS** – device mounted on a Bike, designated for monitoring the bike's route and its location.
12. **Client Identifier** – individual number assigned to a Client, corresponding to the number of the mobile phone indicated during registration and a 6-digit PIN number. Any PEKA or RFID proximity card may serve as an identifier. Details concerning registration and Client identifiers have been described in Section VI Registration.
13. **Client/ User** – any natural person, participant of the PRM System who has accepted Terms of Service and carried out registration in the PRM System as well as concluded Agreement with the Operator.
14. **On-board computer** – located above the rear wheel of the Bike, enables Rentals, Break, PRM4G Bike Returns, assigning RFID cards to the Client Account.
15. **Client Account/Account** – personal Client Account created during registration for the purposes of using PRM System as well as charging fees in line with Appendix no. 1 to the Terms of Service. Clients may link compatible cards (i.e. PEKA) and mobile devices with their PRM accounts, in accordance with RFID standard, facilitating the process of bike rental.
16. **Cost of repair** – cost calculated by the Operator in relation to a damage of a given Bike, based on Appendix no. 2 to the hereby Terms of Service.
17. **Top-up amount** – amount of top-up at the minimum level of 1 PLN paid to Client Account on account of future rentals.
18. **Minimum Account balance** – minimum balance which a Client ought to have in order to be entitled to a Bike Rental.
19. **Non-authorized ride** – use of PRM3G or PRM4G Bike by a User without an active rental on his or her Account.
20. **Operator** – company NB Poznań Sp. z o.o. Realizing the service of PRM maintenance, with its registered seat at ul. Przasnyska 6b, 01-756 Warsaw, entered into the register of entrepreneurs of the National Court Register, maintained by the District Court for the city of Warsaw, XII Economic Department of the National Court Register under the KRS number 0000600242, REGON number 0000748392, NIP number 5252763013.
21. **Initial fee** – amount paid by Clients upon registering in PRM System. The level of initial fee has been defined in Appendix no. 1. It will be set off against further rental fees.

22. **Privacy Policy** – separate document to the document of Terms of Service, which specifies the conditions for the processing of Client personal data by the Operator. Privacy policy is available under the following address: <https://poznanskirower.pl/polityka-prywatnosci>
23. **Explanatory proceeding** – 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 the Terms of Service, accidents and collisions or damages to the property of the Operator.
24. **Break** – a function which allows to park PRM4G Bike without having to return them. Break function is accessible from the level of on-board computer. Details concerning the Break function have been described in Clause X of the Terms of Service. The use of Break function shall not be equivalent to Bike return.
25. **Poznań Urban Bike of the Third Generation (PRM3G)** – system of automatic Bike rental stations of the third generation (station), launched by the Operator, covering in particular Bikes, technical infrastructure, software and devices enabling Rentals and Bike Returns at rental stations.
26. **Poznań Urban Bike of the Fourth Generation (PRM4G)** – system of automatic and non-station bike rental stations of the fourth generation, launched by the Operator, covering in particular Bikes, technical infrastructure, software and devices enabling Reservations, Rentals, Break and Bike Returns.
27. **Terms of Service** – the hereby Terms of Service define principles and conditions of availing of PRM3G and PRM4G Bikes, and in particular, the scope of rights and obligations and responsibility of persons who avail of the possibility of renting bikes in the Poznański System Roweru Miejskiego.
28. **Reservation** – a function dedicated to PRM4G Bikes, thanks to which Clients may remotely reserve them. Details concerning Reservation have been specified in Clause VII of the Terms of Service.
29. **PRM3G Children Bike 4+** – a bike with wheel rims in the size of 18 inches (45,7 cm), designated for a single child above 4 years of age with height of at least 110 cm and weight of up to 60 kg. The use of Children Bikes may occur solely under the supervision of a legal guardian.
30. **PRM3G Children Bike 6+** – a bike with wheel rims in the size of 20 inches (50,8 cm), designated for a single child above 6 years of age with height of at least 120 cm and weight of up to 60 kg. The use of Children Bikes may occur solely under the supervision of a legal guardian.
31. **PRM4G Electric Bike** – a bike with electric drive designated to support the User until reaching the speed of 25 km/h by them. Bikes of this type are designated for use by a single person who completed the age of 13 (subject to the principles specified in clause III. 3) and who remains within the range of 150 cm in height or more. Bikes of this type have wheels with rims measuring 26 inches (66 cm), and their load capacity amounts to 120 kg regarding the riding person solely. Bikes are equipped in a fork lock blockade, on-board computer and a universal handle for a mobile phone/smartphone.
32. **Standard PRM3G Bike** – one of the basic types of bikes made available by the Operator. Bikes of this type are designated for use by a single person who completed the age of 13 (subject to the principles specified in clause III. 3) and who remains within the range of 150 cm of height or more. Bikes of this type have wheels with rims measuring 26 inches (66 cm), and their load capacity amounts to 120 kg regarding the riding person solely. They are equipped in a basket with capacity of 10 litres and deadweight of 10 kg. An adapter is mounted on the fork of the front Bike's wheel.
33. **Standard PRM4G Bike** – one of the basic types of bikes made available by the Operator. Bikes of this type are designated for use by a single person who completed the age of 13 (subject to the principles specified in clause III. 3) and who remains within the range of 150 cm of height or more. Bikes of this type have wheels with rims measuring 26 inches (66 cm), and their load capacity amounts to 120 kg regarding the riding person solely. They are equipped in a basket with capacity of 10 litres and deadweight of 10 kg. Bikes are equipped in a fork lock blockade, on-board computer and a universal handle for a mobile phone/smartphone.
34. **PRM3G Standard Bike with a child seat** - it is a standard bike equipped in a child seat, designated for travelling with children with body weight between 9 and 22 kg, who are capable of seating independently for at least the designated duration of a given bike ride. Carrying a child in a child seat

may take place solely under the supervision of their legal guardian. Detailed information concerning the use of bikes with child seats may be found in Appendix no. 3 to the Terms of Service.

35. **PRM Service** – actions performed by the Operator in relation to the exploitation, repairs and maintenance of the Poznański Rower Miejski System.
36. **PRM3G Station** – place of Rental or Return of PRM3G Bikes to designated bike stands by Clients, marked at the Terminal. Information about locations of PRM3G stations may be found on the internet website as well as in the Mobile Application. PRM3G Station also performs the function of PRM4G Zone.
37. **PRM4G Zone** – place of Rental and Return of PRM4G Bikes by Clients, marked with a PRM symbol. PRM4G Bike Return is possible free of charge within the Zone. Information about the locations of PRM4G stations may be found on the internet website as well as within the Mobile Application.
38. **Prohibited Zone** – places/areas where Clients cannot commute by means of PRM bikes. Prohibited Zone consists of all water reservoirs, rivers, sand areas or other locations in which Bikes may be damaged or destroyed. The scope of Prohibited Zone may be checked on the website, in our Mobile Application or at CC.
39. **User Zone** – administrative borders of the City of Poznań with the exclusion of the Prohibited Zone. For Standard PRM3G Bikes the Operator expands the User Zone to administrative borders of the cities and municipalities listed on the website <https://nextbike.pl/kompatybilne-systemy-wielkopolski/> and allows for the possibility of moving between them.
40. **Website** – internet website launched by the Operator, [www.poznanskirower.pl](http://www.poznanskirower.pl), which contains all necessary data for the commencement and subsequent use of the PRM system.
41. **System Poznańskiego Roweru Miejskiego / PRM System** – Poznań Urban Bike System of the Third Generation and Poznań Urban Bike System of the Fourth Generation.
42. **PRM Terminal / Terminal** – a device designated, among others, for: registering Clients at PRM, making payments by means of payments cards, Rentals and Returns of PRM3G Bikes.
43. **Agreement** - Agreement between Client and Operator which establishes mutual rights and obligations specified in the Terms of Service. It is agreed that the Agreement containing the provisions of the hereby Terms of Service shall be automatically concluded at the time of registration of the Client within PRM subject to submission by the Client of declaration of acceptance of the Terms of Service. Personal Data Controller is NB Poznań Sp. z o.o.
44. **Bike Rental/ Rental** – unblocking of the Bike by means of Client Identifier or via another method as specified in Clause VI.5 in order to commence a journey. Rental process is specified in detail in Clause VIII of the Terms of Service.
45. **Digital lock / clamp** – additional line designated for securing the Bike. The blockade constitutes an accessory of each PRM3G Bike.
46. **PRM3G Bike Return / PRM3G Return** – returning PRM3G Bike to the appropriate PRM Station through placing the adapter inside electric lock. The process of Return is specified in clause XI of the Terms of Service. Sole securing of the Bike by means of a clamp shall not be understood as PRM3G Return. For Standard PRM3G Bikes the Operator allows for a possibility of returning PRM3G Bikes at stations within the administrative borders of the cities and municipalities listed on the website <https://nextbike.pl/kompatybilne-systemy-wielkopolski/>
47. **PRM4G Bike Return / PRM4G Return** – returning PRM4G Bike in the PRM4G zone or outside of it through closing the fork lock blockade. PRM4G Bike Return is also possible at PRM3G Station (in the area of the Station), also through closing the fork lock blockade. The process of bike return is specified in clause XI of the Terms of Service. The use of Break function cannot be understood as PRM4G Return.

### III. General rules of using System Poznańskiego Roweru Miejskiego.

1. The condition for the use of PRM System is the 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 and clicking on the activation link. The condition for the use of PRM is, furthermore, maintenance of a minimum top up level on the Client Account during the time of each rental, in the amount of no less than 20 PLN (in words: twenty zloty).
2. Persons who are above 13 years of age but did not complete 18 years of age (further referred to as Minors) may avail of PRM System subject to the consent of their 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 they undertake to cover ongoing commitments specified in Appendix no. 1 and Appendix no. 2. It is required that consent of at least one of the parents or legal guardians for the use of Account by minor was submitted to the Operator:
  - a. in the form of a scanned letter via electronic means to the address [bok@poznanskirower.pl](mailto:bok@poznanskirower.pl),
  - b. sent as an attachment to the submission via Mobile Application,
  - c. via registered letter sent to the address of the Operator,
  - d. submitted in person at the headquarters of the Operator.

The consent should include:

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

Sample consent may be found at [www.poznanskirower.pl](http://www.poznanskirower.pl)

3. Disabled persons below 13 years of age may use the bikes solely under supervision of their parent or legal guardian.
4. The Client may rent up to four (4) Bikes at the same time.
5. The use of Rented Bikes is permitted within the User Zone, subject to the provisions of Clause VIII.13 of the hereby Terms of Service.
6. The use of bikes via PRM System may take place solely for non-commercial reasons.
7. Parties to the Agreement undertake to mutually inform each other of any changes to addresses or other data identifying them, indicated during registration in the system.

### IV. Responsibility / Obligation

1. The Operator realizes services related to the maintenance of PRM 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. The Operator shall not be responsible for any damages stemming from the wear and tear of the mobile phone handle. The Client uses the mobile phone handle at his own risk.
4. The Client is obliged to abide by the provisions of the Terms of Service, in particular, in the scope of making the agreed payment of the fee and the use of the bikes in accordance with the Terms of Service.
5. The Client is responsible for the use of the Bike in accordance with its designation and in line with the provisions of the Terms of Service as well as the applicable law. In the event of non-compliance with the provisions contained within the Terms of Service, the Operator shall be entitled to block Client

Account. Detailed conditions related to such blocking have been specified in Clause XIII of the hereby Terms of Service.

6. The Client shall be responsible for all damages and demolitions stemming from non-compliance with the Terms of Service. The Client may be charged with costs of repair of such damages, including the cost of bike restoration specified in Appendix no. 1 Price list and Table of Additional Fees and Appendix no. 2 Costs of repair and restoring of a bike in PRM System. The Operator shall submit an adequate receipt or VAT invoice to the Client for completion of the necessary repair works.
7. 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 no responsibility for all fines, tickets, and fees etc. which have been imposed on them and which result from the Operator's fault.
8. Bikes are a supplementation of urban means of transport. It is not permitted to use PRM Bikes for the purpose of carrying out mountain trips, jumps, stuntman tricks. One cannot race, nor use the bike in order to pull or push anything. Carrying luggage is allowed solely by means of a basket designated for this purpose; it is not permitted to hang anything on the bike's frame or on any other bike element.
9. The use of PRM System Bikes by persons under the influence of alcohol or other narcotic substances, psychotropic substances or equivalents in the meaning of provisions on counteracting drug addictions; strong anti-allergic drugs, other medicines which by definition are forbidden or recommend not to be applied for drivers of any vehicles, is forbidden.
10. It is forbidden to carry PRM Bikes by vehicles and other means of transport owned by private persons, with the exclusion of the means of public communication, according to the rules specified by the Organizer of public transport.
11. The use of any protection which is not a standard PRM System element in order to immobilize a bike is forbidden. The Operator reserves the right to remove inadequate protections applied by the Client. All costs of restoring bikes to the state enabling realisation of further rentals shall be borne by the Client.
12. The Client is responsible for the bike he or she rents from the moment of rental to the moment of return.
13. In case of lack of return of a Bike due to any reason, including also in case of its loss or theft, the Client shall be burdened with a contractual penalty in accordance with Appendix no. 1 for each lost Bike.
14. The Client undertakes to return the bike in the same state as it was in at the time of renting. In particular, the Client is obliged to undertake actions targeted at preventing staining of the bike or occurrence of any damages outside of the standard use as well as theft of the rented Bike.
15. In the event of theft of the Bike that occurs during Rental, the Client is obliged to inform CC immediately after noticing the incident.
16. In case of improper Bike Return 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 Bike Return the Client is obliged to contact CC.

## **V. Payments**

1. Fees within the PRM System are calculated according to the rates specified in Appendix no. 1 Pricelist and Table of Additional Fees, available on the website, within the Mobile Application and at CC. The basis for calculating the fee for the use of a Bike is the Duration of Rental. Fees applicable for Standard PRM3G Bikes and Standard Bikes for the cities and municipalities located within the User Zone are calculated according to the rates indicated in Appendix no. 1 Pricelist and Table of Additional Fees, functioning within the framework of the System from which a given Bike originates.
2. Payment for services and products offered within the PRM system may be conducted through:

- a. the use of payment cards,
  - b. online payments available after logging in onto the website, to one's Client Account,
  - c. payment form, realized at a post-office or at a bank, generated by the payment operator. The form is available upon logging in on the website, within Client Account,
  - d. through authorizing the PRM System Operator to charge one's credit or debit card with all calculated fees, including also the amounts payable in relation to each delayed return, fees on account of damages, theft or loss of Bike/Bikes.
3. Information concerning payment cards are processed by external service providers and are not stored nor disclosed to the Operator.
  4. All payments are transferred to the account of the Operator.
  5. At Client request, the Operator will provide the Client with VAT invoice. For this purpose, the Client must contact the Operator via electronic means to the email address of the Operator, as indicated in Clause I.3 in order to indicate data necessary for the issuance of such VAT invoice.
  6. In case when charging the fee for the ride exceeds the means on the account the Client is obliged to top up his or her Account at least to reach the balance equal to 0 PLN within 3 working days. In case of failure to settle overdue payments, the Operator reserves the right to commence adequate legal steps against the Client, targeted at obtaining the payment on account of the realized Agreement, which results in the blocking of Account until the time of payment of receivables. The Operator is entitled to calculate statutory interest from the amounts overdue calculated from the day of maturity until the day of factual repayment made in full.
  7. In case if the Client is in arrears with payments towards the Operator, the Operator reserves the right to pass the information on overdue amounts to entities indicated by appropriate provisions of law. The Client acknowledges that PRM Operator shall be entitled to transfer the overdue receivables of that Client, stemming from the provisions of the Agreement, onto third parties, which shall entitle these third parties to pursue the above specified receivables from the Client. The Operator realizes services related to the maintenance of PRM System and bears responsibility for its proper functioning.
  8. Reimbursement of charges made towards Rentals may be made upon termination of the Agreement. During the term of the Agreement with the Operator of PRM system the payments towards Rentals (top up amount) are non-refundable.
  9. The amount of Promotional Voucher with has been paid to the Client Account, is not subject to reimbursement. It is used prior to the means paid in by the Client. Details concerning: the level of amount, term of validity and reason for granting the Promotional Voucher are specified in the Terms and Conditions of Promotion, available on the website.

## **VI. Registration.**

1. Prior registration of a Client and payment of Initial fee are the necessary condition for the use of PRM System.
2. Registration may be realized through:
  - a. Website,
  - b. Mobile Application,
  - c. Terminal,
  - d. Telephone contact with CC
3. During the process of registration, realized in accordance with clause VI.2. a,b,d indication of the following data shall be required:
  - a. mobile phone number,
  - b. First name and surname,
  - c. contact address, that is city, street including flat/house number, postal code, country,
  - d. email address,
  - e. PESEL number,

- f. optionally – payment card number in case of payment with credit card with the possibility of charging it,

One ought to also indicate at least the information regarding Client's acknowledgement and acceptance of the Terms of Service of PRM and the Privacy Policy of the Operator.

4. During registration process realized through the Terminal, indication of the following personal data is required:
  - a. mobile phone number,
  - b. First name and surname,
  - c. email address,

One ought to also indicate at least the information regarding Client's acknowledgement and acceptance of the Terms of Service of PRM and the Privacy Policy of the Operator. Other data indicated in clause VI.3.c, e are required to be filled out by the Client no later than within 24 hours post registration.

5. After successful registration, the Client shall receive an automatically generated PIN which, along with a telephone number, will serve as the basis for logging into one's Client Account. Data for logging in are sent via a text message at the telephone number indicated and via an email message, to the email address indicated upon registration.

In order to facilitate the process of logging in to the Account and Bike Rental, the Client may connect a RFID card to his or her Account (such as PEKA card or an Electronic Student Card). The method of connecting the card with an Account is described in the instruction available on the internet website, within the Mobile Application and at PRM CC.

6. A link will be sent to the email address indicated in the course of registration. The Client is obliged to click on the link within 24 hours from the moment of registering. Clicking on the link serves the function of verifying the correctness of email address and is one of the elements which must be fulfilled in order to activate Client Account.
7. Failure to fill out the data or lack of clicking on the link within 24 hours after registering may cause Account Blockade.
8. Client accounts which contain incorrect personal data with 0 PLN account balance may be automatically deleted from the PRM database system.

## **VII. Reservation.**

1. The Operator allows the possibility of making PRM4G Bike reservations. The User may reserve 4 PRM4G Bikes at once.
2. Reservations may be carried out by means of:
  - a. Mobile Application,
  - b. Website,
3. Reservations are voluntary in nature. A reserved PRM4G Bike awaits the User for a maximum of 15 minutes after which time the Reservation is cancelled automatically. After cancelling the Reservation, a given Bike becomes available for other Users.
4. The Operator allows the possibility of cancelling Reservations performed by the Client.
5. Duration of Reservation is calculated within the Duration of Rental of PRM4G Bike.

## **VIII. Rental**

1. Bike Rental is possible in case a given Client has an active account status. Active account status is understood as:
  - a. Fulfilment of conditions of Clause VI. Registration
  - b. having a minimum amount of 20 PLN on Client Account, or



- c. Defining at the Terminal, within Mobile Application or via the website one's credit card with the possibility of charging as the preferred form of payment, from which the funds will be automatically charged.
2. PRM3G Bike may be rented through:
  - a. Mobile Application,
  - b. Terminal, also with the use of RFID card for identification,
  - c. Contact with CC.
3. PRM4G Bike may be rented through:
  - a. Mobile Application,
  - b. On-board computer, also with the use of RFID card for identification,
  - c. Contact with CC.
4. PRM3G Bike Rental is possible at any PRM3G Station subject to the provisions of the below Clause VIII.5
5. Rental and Return of PRM3G Children Bike 4+ and Children Bike 6+ is possible solely on dedicated stations: Termy Maltańskie, Malta Ski, Rondo Środka.
6. Rental of PRM4G Bike is possible within the Zone or outside of PRM4G Zone, or at PRM3G Station, provided that the PRM4G Bike is located there.
7. Rental of PRM3G Bike commences at the time of releasing the Bike from electric lock, which is confirmed by a sound signal. Rental of PRM3G Bike secured by means of a clamp commences at the time of selecting the option of RENTAL at the Terminal or within the application. The Code for the digital lock is available on the display of the Terminal at the time of Bike Rental or within the application, through Duration of Rental (Rental through application) or sent via a text message (Rental through CC).
8. PRM4G Bike Rental commences at the time of releasing the fork lock blockade.
9. It is the Client's obligation to ensure, prior to commencing the ride, that the bike is suitable for the designated use, in particular, that the tyres of the bike are inflated and the brakes are in order as well as the lights operate. Once a Bike is released, the Client is obliged to secure the rope/ the clamp in such a way so as to prevent it from getting into the wheel. In the event when the clamp is missing in a PRM3G Bike, the Client is obliged to contact CC and inform it of the absence of a clamp.
10. In case of discovering during the Bike rental any failure of the bike, the Client is obliged to immediately report the problem to CC or via the Mobile Application and return the Bike, if possible, in accordance with Clause XI of the Terms of Service.
11. In case when during rental of a Bike an accident or collision occurs, the Client is obliged to write a statement or call the Police to the site. Furthermore, in case of the occurrence of the above event the Client is obliged to inform CC of this fact no later than within 24 hours post the event.
12. It is recommended that the Client has a mobile phone with them through which connection may be made with CC if necessary.
13. The Rented Bike may be used within the User Zone. In the course of rental, the User may move beyond the functional area of User Zone, however, he or she is obliged to return to it prior to completing the rental and return it within the area of User Zone, otherwise the User will be charged with a fee in accordance with Appendix no. 1.

## **IX. Duration of rental**

1. Duration of Rental of the Bike commences at the time of Bike release, in accordance with Clause VIII of the Terms of Service. It ends at the time of Bike Return, in accordance with Clause XI of the Terms of Service. The use of Break function is not understood as Bike Return.
2. The Client is obliged to return the Bike within the maximum Duration of Rental, amounting to 12 hours.

3. Exceeding the duration of the maximum duration of single rental causes additional charging of fees in accordance with Appendix no. 1.
4. The Operator reserves the right to prior contact with the Client in case of any doubts concerning the state of a given bike (i.e. low battery level, non-standard location of a Bike).

#### **X. Break.**

1. The Operator, by means of the Break function, allows the possibility of parking the PRM4G Bike in the course of its Rental. The use of Break function does not signify the Bike Return.
2. The Break function is available from the level of on-board computer. First, one must select P on the computer keyboard, then manually close the fork lock blockade.
3. Duration of Break is calculated within the Time of Rental and may last for a maximum of 60 minutes. After this period of time, an automatic Bike Return occurs.

#### **XI. Return**

1. Return of PRM3G Bikes is possible solely at PRM3G Stations, subject to Clause II.46 of the Terms of Service, by means of:
  - a. connecting PRM3G Bike by means of an adaptor to a free electric lock. correct blocking of a Bike will be confirmed by a sound signal and physical locking of the Bike inside the lock;
  - b. locking by means of a digital lock in case of lack of free electric lock. The Bike must be connected with a stand by means of a clamp or another correctly secured Bike, located at a given PRM3G Station and the digits of the digital lock need to be shuffled. Subsequently, RETURN must be selected at the Terminal or within the application and then one must follow the instructions displayed on the Terminal or the messages appearing on the mobile phone.
2. PRM4G Bike Return is possible within the User Zone in one of the following ways:
  - a. Standard Return – Bike Return in PRM4G Zone or at PRM3G Station after Renting it from the Station,
  - b. Awarded Return – Bike Return in PRM4G Zone or at PRM3G Station after Rental from outside of the Station,
  - c. Paid Return – Bike Return outside of PRM4G Zone and outside of PRM3G Station but within the User Zone.

The amounts of premium and fees for the manner of Return specified in Clause XI.2 b and c have been specified in Appendix no. 1.

3. The Client returns the Bike through manual buckling of the fork lock blockade. Bikes ought to be immobilized in such a way so that the front wheel of the Bike is placed in a straight line to the Bike frame and that the Bike stands stably. Bikes must be parked in line with the traffic regulations, so that they don't hinder the road or pedestrian traffic. The Bike cannot be leaning against a tree or historical architecture elements (i.e. monuments).
4. In the event of any difficulties with the Bike Return, the Client is obliged to contact CC, while remaining by the Bike.
5. The Client is obliged to correctly return and secure the bike, as specified in Clauses XI.1 to XI.2 3. Failure to meet this obligation may result in:
  - a. calculation of fees for the use of a Bike in accordance with the Price list, and in case of rental exceeding the maximum Rental Duration, calculation of an additional fee in accordance with Appendix no. 1 of the Terms of Service,
  - b. calculation of contractual penalty for loss, theft or damage of a bike in accordance with Appendix no. 1 to the hereby Terms of Service (depending on the type of Bike),
  - c. calculation of a fee for leaving PRM3G Bike outside of PRM3G Station, subject to clause II.46 of the Terms of Service, in accordance with Appendix no. 1,

- d. calculation of the fee for leaving the Bike (regardless of the type) outside of the User Zone in accordance with Appendix no. 1 to the Terms of Service,
- e. Calculation of the fee for leaving the Bike (regardless of the type) in the Prohibited Zone in accordance with Appendix no. 1 to the Terms of Service,
- f. Calculation of the fee for leaving the Bike (regardless of the type) in hardly-accessible place (i.e. Closed parking lots by shopping centres, closed residential estates, private properties and other places in which access is hindered for the Bikes within PRM System) in accordance with Appendix no. 1 to the Terms of Service.

Fees sum up.

## **XII. Failures and repairs**

1. Any failures ought to be reported by phone to CC or via Mobile Application immediately upon being noticed. In case of each failure which prevents further ride, the Client is obliged to stop and report this via phone to CC as well as, if possible, return the bike to the closest PRM3G Station.
2. Self-repairs, modifications or replacements of parts within the rented bike are forbidden. The only authorized entity to perform these actions is PRM Service.
3. The Client has an obligation to have the possibility of contacting CC at all times when renting a Bike.

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

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

## **XIV. Complaints**

1. A complaint is an expression of discontent by a Client on account of the provided service or the course of process related to the provided service and it may be related to a simultaneous demand for correction of the service or a reimbursement of entirety or part of the calculated fee.
2. Complaints ought to contain at least such data as: first name, surname, address, telephone number, allowing for Client identification. In case of lack of data that would enable identification of a Client, the Operator will leave such submission unattended.
3. All complaints concerning the services provided on the basis of the Terms of Service may be submitted:
  - a. via electronic means to the email address indicated in Clause I.3,
  - b. via electronic means by filling out a contact form available on the website,
  - c. via Mobile Application,
  - d. via telephone,
  - e. via registered letter to the address of the Operator, specified in Clause I.3
  - f. in person at the headquarters of the Operator.
4. If data contained within the complaint require supplementation, the Operator requests that the complaining person supplements the complaint within the indicated scope prior to reviewing the complaint.

5. The recommended term for submission of complaints is within 7 days from the date of the event which caused the complaint.
6. Submitting a complaint does not release the Client from the obligation of a timely realization of the obligations towards the Operator.
7. The Operator shall process a complaint within 14 days from the date of obtaining it and in case of matters of more complicated nature, 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.
8. Response to a complaint shall be posted to the Client via electronic post or traditional post to the correspondence address in a manner specified in the complaint. The Operator may send a response to an alternative address/ email address indicated for correspondence by the Client who submits a given complaint.
9. The Client has the right to appeal against the decision issued by the Operator. The appeal will be considered within 14 days from the day of its submission to CC. The appeal ought to be submitted in one of the following manners:
  - a. via electronic means to the email address indicated in Clause I.3,
  - b. via electronic means by filling out a contact form available on the website,
  - c. via registered letter to the address of the Operator, specified in Clause I.3
  - d. in person at the headquarters of the Operator.
10. The Client may:
  - a. direct an appeal against the decision of the Operator directly to CC within 14 days from the date of receipt of the reply to the complaint.
  - b. launch civil action against the Operator in the adequate general court.

## **XV. Termination of Agreement**

1. Withdrawal from Agreement:
  - a. The Client may withdraw from the Agreement concluded with the Operator-on the basis of the provisions of law, without indicating the cause, within the term of 14 days from the date of its conclusion. The term is considered as fulfilled if prior to its expiry, the Client posts a statement of withdrawal from Agreement to the Operator.
  - b. The term is considered as fulfilled if prior to its expiry the consumer posts a statement of withdrawal from Agreement.
    - i. sending to the email address of the Operator, specified in Clause I.3 a written declaration of withdrawal from Agreement,
    - ii. sending to the postal address of the Operator, by registered post, 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 from 30 May 2014 (Journal of Laws of 2019, item 134 as amended), however, this is not obligatory.
  - c. In case of withdrawal from the Agreement, the Agreement is treated as non-concluded. In case of withdrawal from the Agreement each party is obliged to return to the other party all the items it obtained on the basis of the Agreement. The return of the services occurs no later than within 14 days from the day of receipt by the Operator of the declaration regarding withdrawal from the Agreement. The return of payment is conducted with the use of the same payment methods which were used by the Client in the initial transaction, unless within the declaration of withdrawal from the Agreement the Client agreed to another solution.

- d. Should, pursuant to the demand by a User, the execution of service commence prior to the expiry of the term of withdrawal from Agreement, the User is obliged to pay for the services fulfilled until the moment of withdrawal from Agreement. The reimbursement of remaining means on the account occurs no later than within 14 days from the day of receipt by the Operator of the declaration regarding withdrawal from the Agreement.
2. Termination of the Agreement upon application of the Client.
    - a. The Client has the right to terminate the Agreement. Termination may be submitted by the Client in the following manner:
      - i. via electronic means to the email address indicated in Clause I.3,
      - ii. via electronic means by filling out a contact form available on the website,
      - iii. via registered letter to the address of the Operator, specified in Clause I.3
      - iv. in person at the headquarters of the Operator.
    - b. The termination of the Agreement takes effect within 14 days from the date of receipt of the termination by the Operator. Liquidation by the Operator of Client Account within the PRM System shall be the result of Agreement termination.
    - c. Prior to terminating the Agreement the Client is obliged to top up the means on the Client Account to reach the balance of 0 PLN. Termination of Agreement in a situation in which the balance of the Client Account of the Client is negative remains without effect on the right of the Operator to pursue the amount equal to the unsettled by the Client amount of receivable for services provided by the Operator.
    - d. If the funds on the Client Account exceed 0 PLN on the day of Agreement termination they will be reimbursed to the bank account indicated by the Client, unless the Client consented to an alternative solution within Termination of Agreement. Reimbursement of funds will occur within the term up to 14 days from the date of Agreement Termination. In case when the reimbursement of funds triggers the necessity to bear additional costs on the side of the Operator in the form of transfer charges, these costs will be deducted from the funds to the reimbursement of which a Client is entitled.

## **XVI. Final Provisions**

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

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

<b>Pricelist for PRM3G and PRM4G Bikes: Children 4+, Children 6+, standard, standard with child seat</b>		
	<b>Time range</b>	<b>Gross value</b>
Payment for rental	from 1 to 20 minutes	no fees
	from 21 to 60 minutes	2 PLN
	from 61 to 120 minutes	4 PLN
	each subsequent commenced hour	4 PLN/hour
Payment for exceeding the 12 hour limit of rental		500 PLN
Theft, loss or damage of a bike	Children 4+, Children 6+	2300 PLN
	standard PRM3G	2900 PLN
	standard PRM4G	7200 PLN
	standard PRM3G with child seat	3650 PLN

<b>REDUCED Pricelist* for PRM3G and PRM4G Bikes: Children 4+, Children 6+, standard, standard with child seat</b>		
	<b>Time range</b>	<b>Gross value</b>
Payment for rental	from 1 to 30 minutes	no fees
	from 31 to 60 minutes	1 PLN
	from 61 to 120 minutes	2 PLN
	each subsequent commenced hour	4 PLN/hour

\*Clients who identify themselves through the terminal/on-board computer by means of bearer's PEKA card and who have an encoded on the card and valid at the time of rental of a bike any type of season ticket valid for the tariff zone A (also A+B and A+B+C) are authorized. Reduced Pricelist concerns exclusively the first rented bike. Fee for the second and each subsequent rented bike at one time is calculated in accordance with the Pricelist

<b>The Pricelist of PRM4G Electric Bike</b>		<b>Gross value</b>
Payment for rental	from 1 to 20 minutes	no fees
	from 21 to 60 minutes	3 PLN
	Second hour and each subsequent hour	5 PLN/hour
Payment for exceeding the 12 hour limit of rental		500 PLN
Fee for theft, loss or damage		17500 PLN

## Additional fees

Initial fee	20 PLN
Bonus for bringing a PRM4G Bike to the PRM4G Zone or PRM3G Station (awarded return)	2 PLN
Leaving PRM4G Bike outside the PRM4G Zone and outside the PRM3G Station (paid return)	5 PLN
Ride on a Bike by a greater than allowable number of persons for a given type of Bike	100 PLN
Leaving a Bike (regardless of the type) outside of the User Zone*	
up to 10 km (from the closest Station)	50 PLN
up to 25 km (from the closest Station)	125 PLN
up to 50 km (from the closest Station)	250 PLN
up to 100 km (from the closest Station)	500 PLN
Above 100 km (from the closest Station)	1,000 PLN
Leaving a Bike (regardless of the type) in the Prohibited Zone**	
up to 10 km (from the closest Station)	500 PLN
up to 25 km (from the closest Station)	700 PLN
up to 50 km (from the closest Station)	900 PLN
up to 100 km (from the closest Station)	1200 PLN
Above 100 km (from the closest Station)	1500 PLN
Leaving a Bike (regardless of the type) in a hardly accessible place**	600 PLN
Leaving PRM3G Bike outside of PRM3G Station subject to Clause II.46****	350 PLN
Removal of applied protections	200 PLN
Non-authorized ride	100 PLN
Transporting a Bike with other means of transport (train, bus, car etc.)	50 PLN

\*, \*\*, \*\*\* and \*\*\*\* The fee for leaving a Bike in a hardly-accessible place cumulates with a potential fee for leaving a Bike outside of the User Zone or within the Prohibited Zone, when both situations occur simultaneously and with a fee for leaving PRM3G Bike, if applicable.

## Appendix no. 2 Costs of repairs and restoring of PRM3G Bikes and PRM4G Bikes within the PRM System

NAME	unit of measurement	PRM3G Bike			PRM4G Bike		
		PRICE*	VAT	Total	PRICE*	VAT 23%	TOTAL
Fork adapter	piece	111.00 PLN	25.53 PLN	136.53 PLN	-	-	-
Front mudguard	piece	8.55 PLN	1.97 PLN	10.52 PLN	9.50 PLN	2.19 PLN	11.69 PLN
Back mudguard	piece	6.30 PLN	1.45 PLN	7.75 PLN	9.50 PLN	2.19 PLN	11.69 PLN
Chip	piece	9.00 PLN	2.07 PLN	11.07 PLN	-	-	-
RFID reader		-	-	-	289.00 PLN	66.47 PLN	355.47 PLN
Tube 26 x 2.125	piece	5.99 PLN	1.38 PLN	7.36 PLN	8.40 PLN	1.93 PLN	10.33 PLN
Bell	piece	2.51 PLN	0.58 PLN	3.08 PLN	3.60 PLN	0.83 PLN	4.43 PLN
Brake lever, right side	piece	6.00 PLN	1.38 PLN	7.38 PLN	9.92 PLN	2.28 PLN	12.20 PLN
Pipe TP-06 Allu. Regulated/ Silver	piece	0.90 PLN	0.21 PLN	1.11 PLN	-	-	-
Fork lock	piece	-	-	-	720 PLN	165.60 PLN	885.60 PLN

Child seat with adapter	piece	612.14 PLN	140.79 PLN	752.93 PLN	-	-	-
Roller brake	piece	0.00 PLN	0.00 PLN	0.00 PLN	90.00 PLN	20.70 PLN	110.70 PLN
Bars	piece	41.22 PLN	9.48 PLN	50.70 PLN	17.81 PLN	4.10 PLN	21.91 PLN
Brake pads	piece	6.92 PLN	1.59 PLN	8.51 PLN	-	-	-
Set of brakes (clamps)	piece	13.80 PLN	3.17 PLN	16.97 PLN	-	-	-
Left crank	piece	19.50 PLN	4.49 PLN	23.99 PLN	19.50 PLN	4.49 PLN	23.99 PLN
Crank with pinion	piece	20.54 PLN	4.72 PLN	25.26 PLN	28.00 PLN	6.44 PLN	34.44 PLN
Connection block	piece	7.29 PLN	1.68 PLN	8.97 PLN	6.30 PLN	1.45 PLN	7.75 PLN
Basket	piece	17.24 PLN	3.96 PLN	21.20 PLN	150.00 PLN	34.50 PLN	184.50 PLN
Front light	piece	19.67 PLN	4.52 PLN	24.19 PLN	19.93 PLN	4.58 PLN	24.51 PLN
Back light	piece	12.81 PLN	2.95 PLN	15.76 PLN	11.63 PLN	2.67 PLN	14.30 PLN
Brake line (band)	piece	0.59 PLN	0.13 PLN	0.72 PLN	2.46 PLN	0.57 PLN	3.03 PLN
Line (band) of rear dérailleur	piece	0.65 PLN	0.15 PLN	0.79 PLN	1.90 PLN	0.44 PLN	2.34 PLN
Fork lock rope	piece	-	-	-	56.10 PLN	12.90 PLN	69.00 PLN
Chain	piece	16.56 PLN	3.81 PLN	20.37 PLN	5.70 PLN	1.31 PLN	7.01 PLN
Basket fix	piece	40.50 PLN	9.32 PLN	49.82 PLN	18.06 PLN	4.15 PLN	22.21 PLN
Chain guard fix	piece	1.47 PLN	0.34 PLN	1.81 PLN	6.72 PLN	1.55 PLN	8.27 PLN
Back reflector	piece	0.74 PLN	0.17 PLN	0.90 PLN	1.59 PLN	0.37 PLN	1.96 PLN
Tyre (26 x 2.125)	piece	28.83 PLN	6.63 PLN	35.46 PLN	27.41 PLN	6.30 PLN	33.71 PLN
Carrier guard (back)	piece	23.25 PLN	5.35 PLN	28.60 PLN	24.61 PLN	5.66 PLN	30.27 PLN
Chain guard	piece	5.46 PLN	1.26 PLN	6.72 PLN	5.70 PLN	1.31 PLN	7.01 PLN
Brake line shell	meters	0.78 PLN	0.18 PLN	0.96 PLN	1.67 PLN	0.38 PLN	2.05 PLN
Rear derailleur shell	meters	0.78 PLN	0.18 PLN	0.96 PLN	2.11 PLN	0.49 PLN	2.60 PLN
Set of pedals	piece	22.14 PLN	5.09 PLN	27.23 PLN	13.26 PLN	3.05 PLN	16.31 PLN
Front hub (dynamic)	piece	0.00 PLN	0.00 PLN	0.00 PLN	164.90 PLN	37.93 PLN	202.83 PLN
Back hub	piece	134.81 PLN	31.01 PLN	165.81 PLN	130.05 PLN	29.91 PLN	159.96 PLN
Rear derailleur pusher	piece	9.08 PLN	2.09 PLN	11.16 PLN	8.87 PLN	2.04 PLN	10.91 PLN
Front tyre with dynamo	piece	271.28 PLN	62.39 PLN	333.67 PLN	196.00 PLN	45.08 PLN	241.08 PLN
Rear derailleur with steering module	piece	40.65 PLN	9.35 PLN	50.00 PLN	20.40 PLN	4.69 PLN	25.09 PLN
Lamp cables	meters	1.34 PLN	0.31 PLN	1.64 PLN	5.12 PLN	1.18 PLN	6.30 PLN
Bike frame	piece	1,000.00 PLN	230.00 PLN	1,230.00 PLN	457.38 PLN	105.20 PLN	562.58 PLN
Left handle	piece	1.19 PLN	0.27 PLN	1.46 PLN	5.49 PLN	1.26 PLN	6.75 PLN
Right handle	piece	1.14 PLN	0.26 PLN	1.40 PLN	4.71 PLN	1.08 PLN	5.79 PLN
Saddle	piece	20.48 PLN	4.71 PLN	25.18 PLN	15.30 PLN	3.52 PLN	18.82 PLN
Advertisement sides	piece	0.00 PLN	0.00 PLN	0.00 PLN	33.60 PLN	7.73 PLN	41.33 PLN
Headsets	piece	4.56 PLN	1.05 PLN	5.61 PLN	5.69 PLN	1.31 PLN	7.00 PLN
Footer/ support	piece	28.91 PLN	6.65 PLN	35.55 PLN	28.00 PLN	6.44 PLN	34.44 PLN
Support 115mm	piece	14.10 PLN	3.24 PLN	17.34 PLN	12.56 PLN	2.89 PLN	15.45 PLN
Front spoke	piece	0.11 PLN	0.02 PLN	0.13 PLN	0.27 PLN	0.06 PLN	0.33 PLN
Back spoke	piece	0.11 PLN	0.02 PLN	0.13 PLN	0.27 PLN	0.06 PLN	0.33 PLN
seat pillar	piece	17.96 PLN	4.13 PLN	22.08 PLN	20.00 PLN	4.60 PLN	24.60 PLN



Roller brake screw	piece	23.06 PLN	5.30 PLN	28.36 PLN	19.90 PLN	4.58 PLN	24.48 PLN
Brake lever adjusting screw	piece	1.20 PLN	0.28 PLN	1.48 PLN	0.62 PLN	0.14 PLN	0.76 PLN
Back 3 speed wheel	piece	191.76 PLN	44.10 PLN	235.86 PLN	432.00 PLN	99.36 PLN	531.36 PLN
Mobile phone handle	piece	-	-	-	80.00 PLN	18.40 PLN	98.40 PLN
Fork	piece	49.50 PLN	11.39 PLN	60.89 PLN	400.00 PLN	92.00 PLN	492.00 PLN
Handlebar stem	piece	7.80 PLN	1.79 PLN	9.59 PLN	16.93 PLN	3.89 PLN	20.82 PLN
Seat pillar clamp	piece	4.28 PLN	0.98 PLN	5.26 PLN	12.00 PLN	2.76 PLN	14.76 PLN
Code lock	piece	70.49 PLN	16.21 PLN	86.70 PLN	-	-	-

\* may be subject to changes

### Appendix no. 3 Principles of use of a standard PRM3G Bike with child seat

1. The maximum load of a bike equipped in child restraint designated for use cannot exceed 114 kg.
2. Use of Bikes equipped in child seat is possible only under the supervision of a legal guardian of a child, who possesses an account in the PRM System. Legal guardians are obliged to properly secure a child in the child seat in accordance with the instruction for use placed on the child seat.
3. In case of any doubts as to the manner in which a child is to be secured in the seat, the User of PRM System ought to contact the CC by phone.
4. Bikes equipped in a child restraint system are designated for carrying children with body weight from 9 to 22 kg, which are capable of sitting without anyone's assistance for a longer period of time, as a minimum the time of an intended bike ride.
5. Prior to placing a child in the seat one must ensure that the seat, the holding down device of the bike and the elements which restrain, designated to ensure a child's safety for the duration of the ride are not damaged, bearing traces of damages, nor are they too loose and that they are solidly mounted within the bike. It is recommended also 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 of its assembly to the bike, the User of PRM System ought to inform the Operator immediately by means of CC, and the use of such seat is prohibited.
6. Legal guardian takes full responsibility for a child during a rental of bikes with child restraint system.
7. Children should be wearing adequate protection helmets during rides (these do not form part of standard Bike equipment) One ought to remember that children should be equipped in adequate clothing, securing them against weather conditions, i.e. rain or sunlight.
8. A child should be placed in a seat in a manner which guarantees optimal comfort and safety during the ride, by means of a restraining system which ensures that child's moves are restrained within the seat. It is recommended that the back plate is slightly inclined backwards.
9. The user is obliged to ensure that the carried child is secured in a way that prevents it from falling out during the ride. If an accident occurs due to inappropriate use of the restraining mechanism, the Client bears responsibility for.
10. Prior to commencing the ride one must ensure that:
  - a. There is no possibility for any part of a child's body, clothing or protection elements to enter into contact with the moving element of the seat or the bike.
  - b. Additional load of the bike does not negatively impact its manoeuvrability or balance necessary for safe travelling by bike;
  - c. Mass and body dimensions of a child do not exceed the maximum load of the seat (the above must be controlled also during the ride).
11. Making any modifications whatsoever to the seat or mounting additional luggage to the place in which the seat with a child is located is forbidden. One must maintain special caution during a ride by bike with a child placed in the seat, bearing in mind that the bike may react differently in terms of maintaining balance, steering and braking. In particular, one may adjust the speed of the ride to the restraints stemming from travelling with additionally burdened bike.

12. Throughout the use of a bike one must verify on an ongoing basis whether the rack with a mounted seat functions correctly and, furthermore, whether the carried child does not obscure in any way the reflections placed on the rack/the bike.
13. One must also pay special attention not to leave the biked parked with a child in the seat unattended.
14. Rental and Return of a Bike with child seat is possible from every station.

