

REGULATIONS OF THE CITY BICYCLE SYSTEM

CHROMEK

I. PRELIMINARY PROVISIONS

1. These Rules period11ares the terms and conditions and rules for use of the **Chromek** city bicycle system in **Chodzież** by Customers, which operates in the area designated by the Ordering Party in accordance with Appendix 1 to the Rules.
2. These Terms and Conditions are available at <https://chromek.pl> and on the dedicated ROOVEE app.
3. The operator of the **Chromek** system is ROOVEE S.A, based in Warsaw, 33a/7 Ryżowa Street, 02-495 Warsaw (hereinafter: "**Operator**"). The Operator performs services related to the operation of the system in the City and Municipality of **Chodzież**. The Operator may be contacted1 through a dedicated customer service office available by phone at 22 300 51 19, by email at bok@roovee.eu and through the mobile application.
4. By the **Chromek** city bicycle system, the Customer confirms that he/she has the contents of the Regulations and accepts its provisions and undertakes to comply with them.

II. DEFINITIONS

1. **Chromek system** - self-service bicycle rental system consisting of : bicycles, software, station areas, ROOVEE mobile application and ROOVEE LOCK CONTROL.
2. **Mobile** application - an application distributed by ROOVEE S.A., which is a digital Tres1cia, designed to be installed on mobile devices running Android, iOS or HarmonyOS allowing, among other things, to rent and return a bicycle and to make payment for the rental/ride according to the Table of Penalties and Additional Penalties, which is attached as Appendix No. 2 to the Regulations.
3. **Electronic address (email address)** - the designation of a data communications system that allows communication by electronic communication means, in particular, electronic mail.
4. **Update** - means an update of the digital service or digital content.
5. **ROOVEE Customer Service Office** or BOK-service to receive | regarding the **Chromek** system, by phone at 22 300 51 19, 7 days a week 24 hours a day (during the period of operation of the **Chromek** system), and by email at: bok@roovee.eu or via the mobile application.
6. **Bonus** - a periodic amount in accordance with the Table of Penalties and Additional Sanctions, which is charged automatically after the | in the application in the event of rental of a bicycle not in the return zone and returning it to the return station (| the ride). The bonus can | used only for **Chromek** bicycle rides, and no other equivalent (including cash) is due for it.
7. **Riding/rental time** - time calculated from the moment of rental to the of return of the bicycle **Chromek**.
8. **Working days** - days from Monday to Friday excluding holidays.
9. **Protective actions** - all actions which are taken against the Customer in case of violation of the **Chromek** Terms and Conditions. These actions, in particular, may | the suspension of the account, contacting the Customer, requesting payment of amounts due in the

When the funds in the Customer's Account do not allow to cover the costs arising the use of the System by Customer. In the absence of voluntary payment of the amount , also its enforcement. All cases of theft and destruction of **Chromek** System property will also be reported to the appropriate authorities.

10. **Customer ID** - a personal set of characters in numeric form, which is at the same time the telephone number provided at registration. The identifier is necessary when authorizing the rental and return of the bicycle and when contacting the Customer Service.
11. **Consumer** - means a natural person making a legal action with the Operator which is not directly related to his/her economic or professional activity.
12. **Customer** - a natural **person** with limited or full legal who intends to or has entered into an agreement for the provision of electronic services or an agreement for the use **the Chromek** system.
13. **Road Code** - means the **Road** Traffic Law of June 20, 1997 (Journal of Laws 2023 No. 1047 as amended).
14. **Materials** - Digital Content and Digital Services to the extent of the description provided in the Mobile Application. Digital Services will also electronic services within the meaning of u.u.d.e.
15. **Initial deposit** - a one-time deposit payment that allows you to use the **Chromek** system. The minimum balance of ~~\$1~~money on the account is specified in the Table of sanctions and additional sanctions. The initial sanction minus the used ~~\$1~~money, you can to your account at any time when using the service.
16. **Chromek system operation area** - the designated area in which **the Chromek** system operates. The designated area can be familiarized with by the customer in the mobile application and at <https://chromek.pl>.
17. **Chromek station area** - a designated and marked area where a user can rent1 or a rented bicycle. Information about bicycle stations can be found in Appendix 1, the ROOVEE Mobile App and at <https://chromek.pl>.
18. **Operator** - ROOVEE S.A., 33A/7 Ryżowa St., 02-495 Warsaw.
19. **Sanction paid** -Sanction that has been charged for the bicycle rental in accordance with the Table of sanctions and additional sanctions and collected from the customer's account.
20. **Handling sanction** -Sanction that is charged when additional costs are incurred due to the improper return of the bicycle by the Customer which is calculated in accordance with the Table of sanctions and additional sanctions, the calculation of which the Customer is entitled to file a complaint.
21. **Additional sanction** - A sanction levied at the time of the occurrence of ~~actions~~ inconsistent with the Rules of the **Chromek** system or the Rules of ROOVEE (which can be consulted at at <https://chromek.pl>) in accordance with the Table of sanctions and additional sanctions, including leaving the bicycle in an unauthorized place, destruction or theft of the bicycle or any part of the infrastructure belonging to the Customer. From the calculation of additional sanctions, the Customer has the right to file a complaint.
22. **Autopay Online Payments** - Autopay payment system, by means of , through which the Customer may make1 sanctions in the **Chromek** system. The operator of the Autopay system is AUTOPAY S.A. with its registered office in Sopot, 81-717 Sopot, 6 ~~ul~~ów Warszawy Street, registered in the register of entrepreneurs kept the District Court of sk-Północ in sku, VIII Economic Department of the National Court Register under the KRS number 0000320590, NIP number: 585-13-51-185, REGON: 191781561.

23. **Stop/Pause** - Stop the ride in the Mobile App by the **Chromek** user and by manually closing ROOVEE LOCK CONTROL.
24. **Customer's account** - the Customer's individual account in the **Chromek** system, on which credit operations are carried out and also debits for use of the system in accordance with the Table of sanctions and additional sanctions.
25. **Terms and Conditions** - these Rules and **Regulations**, which define the types, scope, terms and conditions of use the **Chromek** system in Chodzież, as well as the scope of rights, obligations and incurring of any liability by the Operator and the Customer. Acceptance of these Terms and Conditions and fulfillment of all conditions is a condition for use the **Chromek** system in Chodzież (renting a **Chromek** bicycle) and is also a necessary condition in the process of registration in the **Chromek** system. The Customer enters into a contract with the Operator upon acceptance of the Terms and Conditions and fulfillment of additional prerequisites periodically specified in the Terms and Conditions.
26. **Reservation** - reservation of a selected **Chromek** bicycle available in the Mobile Application by the Customer on the terms and conditions periodically specified in the Terms and Conditions.
27. **RODO** - means Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (OJ EU L of May 4, 2016;
28. **ROOVEE LOCK CONTROL** - a bicycle security device (equipped with ROOVEE electronic module) implementing the process of: renting and returning the bicycle, controlling os1lighting in the bicycle, and monitoring the position of the bicycle (GPS, accelerometer).
29. **PNPK** - means a natural person, conducting a one-person business, concluding a direct agreement with the **Operator**, when its content shows that it does not have a professional character for him, resulting in particular from the subject of the performed business activity made available on the basis of the provisions on the Central Register and Information on Business Activity;
30. **Bicycle return zone** - preferred bicycle return location designated by the Customer can get acquainted with the designated in the mobile application and on the website <https://chromek.pl>.
31. **Stand** - a component of the **Chromek** station, used to park **Chromek** bicycles.
32. **Means of electronic communication** - technical solutions, including data communication devices and cooperating software tools that enable individual communication at a using data transmission between data communication systems, and in particular electronic mail
33. **Information and communication systems** - means a set of cooperating IT and software, providing for processing and storing, as well as sending and receiving data via telecommunications networks with the use of a telecommunications network equipment appropriate for a given type of network within the meaning of the Act of July 16, 2004, - Telecommunications Law;
34. **Table of sanctions and additional sanctions** - price list of services, sanctions and additional sanctions of the **Chromek** System applicable to the Customer, which is attached as Appendix No. 2 to the Regulations, and available on the website <https://chromek.pl>.
35. **Telecode** - a four-digit number that allows you to rent a bicycle without using the Mobile Application.
36. **Information Totem** - part of the **Chromek** station.
37. **Digital Content or Digital Content** - data produced and delivered in digital form.

38. **Agreement** - an agreement concluded between the Customer and the Operator of the **Chromek** system establishing mutual rights and obligations period1lated in the Regulations. An agreement of the content including the provisions of the Terms and Conditions is automatically concluded upon registration of the Customer in the **Chromek** system and subject to the Customer's declaration acceptance of the Terms and Conditions and payment of the initial sanction.
39. **Electronic Services Agreement** - an agreement pursuant to which the Operator shall provide Electronic Services to the Customer.
40. **Digital Service** or **Digital Services**-a service that allows the customer to produce, store, or access digital data and otherwise interact using digital data
41. **u.p.k.** -means the Consumer Rights Act of May 30 2014,
42. **Electronic Services** - means the free of charge electronic services s1 provided by the Operator to the Customer, in particular the account service in the Mobile Application and services that ensure the functioning of **Chromek**.
43. **u.ś.u.d.e** - means the Law on the provision of services by electronic means of July 18, 2002,
44. **Bicycle rental** - an operation carried out through the mobile Application available for download at <https://chromek.pl> using the QR code, located on the bicycle, by means of a Telecode, or SMS for made with sanctions in accordance with the Table of sanctions and additional sanctions.
45. **Termination of the rental** - operation of manual closure of ROOVEE LOCK CONTROL and of the ride in the application or, in case of rental via Telecode or SMS, contacting **ROOVEE Customer Service** to confirm correct termination. The rental must made in a public place that is accessible to the public, excluding underground parking lots, garages, basements, tunnels, buildings, forests, parks, other areas that are closed and private properties, in the area of operation of **Chromek**.
46. **Contracting Authority** - *Municipal Department of Transportation Ltd. in Chodzież, 3 Młyńska Street.*
47. **Return of a bicycle outside the station area** - return of a bicycle outside the designated areas of the **Chromek** station, in a public, publicly accessible place excluding underground parking lots, garages, basements, tunnels, buildings, forests, parks, other areas that are closed and inaccessible to the public, and private properties, within the **Chromek** operation area.
48. **Return of the bicycle in the area at the station** - return of the bicycle in one of the designated areas, i.e.: the station area or in the **Chromek** bicycle return area, while complying with the requirements of the rental a public place, excluding the location of: underground parking lots, garages, basements, tunnels, buildings, forests, parks, other areas that are closed and inaccessible to the public and private properties, in the area of operation of **Chromek**.

III. GENERAL TERMS AND CONDITIONS FOR USE OF THE *Chromek* SYSTEM.

1. **The Operator** allows the Customer to use the Materials through the Mobile Application.
2. Before concluding the Agreement and the Agreement for Provision of Electronic Services, the Customer is obliged to himself with the Regulations.
3. The Operator has made the Terms and Conditions available to Customers free of charge in the Mobile Application and on the **WEBSITE** in a manner that allows obtaining, reproducing and recording the contents of the Terms and Conditions by means of the ICT system used by the Customer.
4. Pursuant to Art. 6 pt. 1 u.u.d.e. the Operator informs that use of services provided electronically may involve1 special risks associated with the possibility of loss of accessibility, confidentiality or integrity of data. In order to minimize the aforementioned risk, the Operator recommends the use by the Customers of organizational and technical measures appropriate to the identified risks, in particular anti-virus or Internet identification protection software.
5. In order to conclude the Agreement, the Customer is obliged to true and complete personal information.

IV. TECHNICAL CONDITIONS

1. In order to use **Chromek** via the Mobile Application, the Customer should meet the following technical conditions together:
 - a) having a phone with permanent access to the Internet; equipped the Android, iOS or HarmonyOS operating system in the version period1lated in the store proper for the operating system;
 - b) Installation, on the device referred to in item a) of the Mobile Application
 - c) possession of an active electronic address (email address) during the period of conclusion and execution of the Agreement or the Agreement for Provision of Electronic Services, allowing to receive and send messages via electronic mail means of communication;
 - d) having an active cell phone number during the period of conclusion and execution of the Agreement or the Agreement for Provision of Electronic Services;
2. The operator provides the latest version of the Mobile Application in the Android, iOS and HadmonyOS operating systems in order for the application to work properly you should always the latest version available.
3. When registering and using **Chromek**, the customer is obliged to keep the password and login secret and not to share them with third parties.

V. CONCLUSION OF THE AGREEMENT

1. Conclusion of the Agreement requires that the Customer meet the following requirements:
 - a) Downloading the Mobile Application and registering an account;
 - b) completing registration in the **Chromek** system via the Mobile Application or the website <https://chromek.pl>;
 - c) providing the required and correct personal information, i.e. real , email address, cell phone number and PESEL number for further authorization;
 - d) Acceptance of the terms and conditions of the period1lated in the Regulations;
 - e) payment of the initial sanction indicated in the Table of Sanctions and Additional Sanctions;
 - f) Having the ability to ride a bicycle;
2. The Agreement is concluded when all the conditions specified in paragraph 1 above are met together.
3. In order to access the Materials, it is necessary to have an account.
4. If the Customer provides incorrect data, **the Operator** may the Customer's account, which will make it impossible to use **the Chromek** system.

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

1. In order to conclude an Agreement provisionElectronic Services, it is necessary for the Buyer to meet the following conditions together:
 - a) acceptance of the Regulations;
 - b) use of the Account service
 - c) use of the Mobile Application
2. The conclusion of the Agreement Provision of Electronic Services occurs when you create an account.
3. The contract for provision of Electronic Services shall expire:
 - a) in relation to the Electronic Services s1provided to ensure the operation of the Mobile Application upon discontinuation of the Electronic Services, e.g. by uninstalling the Mobile Application;
 - b) in relation to the Electronic Service of the account - at the time of deletion of the account (where possible).

VII. E-SERVICES

1. The Operator s1provides the Electronic Service "accounts" to the Customer.
2. The Customer may independently an account in the Mobile Application during registration. The Customer will receive the first password from the Operator at the email address provided, which must be immediately upon receipt.

3. The Operator takes measures to ensure the proper operation of **Chromek** and the Mobile Application, the Customer will immediately inform the Operator of any irregularities in the operation of **Chromek** and the Mobile Application
4. The Operator may put out technical, maintenance and development work on the Website, in , adding, changing or removing functionality of **Chromek** and the Mobile Application,

VIII. GENERAL TERMS AND CONDITIONS OF BIKE RENTAL IN *Chromek*.

1. The customer rents the bicycle from the **OPERATOR** on the terms and conditions specified in the Regulations. The customer undertakes to with the terms and conditions of the Regulations, in particular to sanctions in accordance with the Table of sanctions and additional sanctions, to the bicycle in accordance with these Regulations, and to defects through the application or by e-mail at bok@roovee.eu.
2. The customer in order to use **Chromek** should the skills to ride a bicycle and know the provisions of the Highway Code in the area of cycling and a state of health that allows the safe use of a bicycle.
3. From the moment the bicycle is rented to the moment the rental is terminated, all for the bicycle is borne by the customer.
4. In case of theft of the bicycle during the rental, the Customer is obliged to immediately notify the Customer Service at 22 300 51 19 and immediately report this fact to the nearest police station.
5. In case of inadequate security of the rented bicycle, the Customer shall be financially responsible for its theft, especially if he/she fails to manually lock the ROOVEE LOCK CONTROL or leaves the bicycle in underground parking lots, garages, basements, tunnels, buildings, forests, parks, other areas that are locked and inaccessible to the public, and private properties, including the promenade at the Shooting Lake and City Lake, cemeteries and family allotment gardens; in the **Chromek** operation area.
6. The customer may at the same time a maximum of 5. In the case of rental of 5 bicycles by the customer, he is fully for all the bicycles rented by him.
7. **OPERATOR** allows the possibility customer to mount their own bicycle seat to the **Chromek** bicycle. The sole for the installation and any possible damage resulting the installation and use of the bike seat is borne by the customer. Before mounting, the customer should carefully the technical condition of the bicycle, including in particular the **PLACE ON WHICH THE IS MOUNTED**.
8. Minors, i.e. persons who have attained the age of 13 and have not the age of 18, or other persons who have limited legal , must the Operator with written consent from a parent (legal guardian) or legal representative to conclude the Agreement, together with a statement constituting Attachment No. 3 to the Terms and Conditions on assuming liability for any damages, in particular connection with non-performance or improper performance of the Agreement. Consent and declarations must contain the handwritten signature of the person submitting the relevant declarations, as well as contact information for the parent/legal guardian, including telephone number. The Operator reserves the right to verify the , including contacting the persons signing the document. Osłwiadczenie must delivered electronically (scan) to the address: bok@roovee.eu. After positive verification, the Agreement is considered concluded and from then on the minor has access to the Mobile Application and may use1 its .
9. The operator is not responsible for false data provided by persons With limited legal capacity.
10. The customer may use the rented bicycle on the territory of the City and Municipality of **Chodzież** within a area, which period is specified in Appendix No. 1 to these Regulations. The area can also be on the website <https://chromek.pl> and on the mobile application.
11. The stop/pause is counted as rental time and is added to the cern sanction according to the Table of Sanctions and Additional Sanctions.
12. The reservation of a bicycle is voluntary and allows you to reserve a bicycle of your choice. The reservation lasts 10 minutes and is not included in bicycle rental time. If the bicycle is not rented within 10 minutes of the reservation, the reservation is released automatically. The reservation is free of charge. The system operator may the of reservations made a row, as as a time after the of the reservation, during which it will not be possible to start a new reservation.
13. If it is determined that Customer uses **Chromek** infrastructure in a manner inconsistent with the Regulations, the Operator may his account. In such a situation, the re-registration can made only with the prior consent of the Operator.
14. The Operator reserves the right to contact the Customer in order to implement the Agreement.

IX. CUSTOMER LIABILITY AND PROHIBITED BEHAVIOR

1. The Customer is responsible for using the Bicycle in accordance with the Regulations, the purpose of the Bicycle and the Highway Code.
2. The customer is obliged to use the bicycles and the application in a manner consistent with their intended use, without interfering with its operation, respecting the personal rights of third parties, and to use any services made available through the Mobile Application only within the scope of permitted use.
3. From the moment of rental of the bicycle until the proper return of the rental, the Customer shall be responsible for the bicycle and shall take all reasonable measures to prevent any damage, total destruction and theft of the bicycle.
4. After renting the bicycle, the Customer is obliged to maintain the technical condition of the bicycle, in case of finding any damage to the bicycle the Customer should immediately report the defect via the Mobile Application using the option **Report bike defect** and return the bicycle from the ride and rental with the damaged bicycle. In the absence of verification of the technical condition of the rented bicycle by the Customer, **the Operator** is exempt from any liability for damages incurred by the Customer to the fullest extent permissible under applicable law.
5. In the event of a malfunction while using the bicycle, the Customer is obliged to report this fact to ROOVEE Customer Service as soon as possible and return the bicycle in the **Chromek** Station Area, and in the event that it is not possible to continue the ride, further use the bicycle and return the bicycle to the nearest available place in accordance with the rules of the Rental and Return of Bicycles Outside the Area.
6. It is forbidden to use bicycles in a manner inconsistent with their intended use, in particular:
 - a) exceeding the load capacity of the trunk
 - b) use the bicycle in more than the permitted number of persons allowed for the use of the bicycle, the number of which has been indicated for the type of bicycle, respectively
 - c) driving a speeding bicycle up high curbs,
 - d) Use of bicycles outside bicycle operating areas, including skateparks,
 - e) Stunt riding, performing bicycle stunts,
 - f) Use of a bicycle fraught with the risk of damage to it,
 - g) Change of derailleurs in a standing bicycle and a bicycle in motion in a state of stress,
 - h) exceed the load capacity of the carrier of all types of bicycles indicated in the Regulations;

Additional sanctions will be charged for use of bicycles in a manner inconsistent with their intended use, in accordance with the Table of Sanctions and Additional Sanctions - attached as Appendix No. 2 to the Regulations.
7. It is forbidden to use **Chromek** system bicycles by persons under the influence of alcohol, intoxicants, any psychoactive substances or substitutes within the meaning of the regulations on counteracting drug addiction, medications, the intake of which is a contraindication to driving.
8. The customer may use the bicycles for private use only.
9. It is forbidden for the customer to transport bicycles by car or other means of transport, both public and privately owned.
10. During the rental, the Client shall be fully responsible for the bicycles lent or made available to third parties, and in particular for any damage or theft, until the proper return of the rental.
11. It is forbidden for the Customer to use private (including but not limited to rope, chain, U-lock, combination locks) that are not part of the **Chromek** system. The Operator reserves the right to remove the private lock used by the Customer, in which case an additional Sanction may be charged in accordance with the Table of Sanctions and Additional Sanctions attached as Appendix 2 to the Terms and Conditions.
12. The customer is obliged to return the rented bicycle in a condition not deteriorated from the condition in which he decided to rent the bicycle.

13. In case of any problems with the return of the bicycle, the customer is obliged to immediately contact Customer Service.
14. In case of improper return, in particular by not locking ROOVEE LOCK CONTROL or returning the bicycle in an unauthorized place, the customer will be charged with any costs for the continuation of the rental and will be fully responsible for theft or damage to the bicycle.
15. The Customer shall be responsible for any possible damage resulting non-performance or improper performance of the Agreement up to the full amount.
16. The customer is obliged to cover any additional sanctions, fines and imposed on him in connection the use of the bicycle in violation of applicable laws and Regulations.
17. In the event of damage to, or damage to the infrastructure of the **Chromek** system (bicycles, racks, information boards), the Customer will be required to pay all repair costs. The Customer will be issued a bill or VAT invoice for the relevant repair, in accordance with the Table of Additional Sanctions and Penalties. The Customer agrees to charge money to cover the damage from his/her available funds in the Mobile Application.
18. In the event that intentional destruction or damage to the **Chromek** system infrastructure is committed, an appropriate notice will be filed with competent authorities, and an obligation will arise on the part of the person who committed the damage to pay all costs for the damage or destruction committed.
19. In the event of non-payment of amounts due, **the Operator** reserves the right to take appropriate legal action against the Customer to obtain payment for the executed Agreement, resulting in the blocking of the Account until payment is made. The Operator shall have the right to charge statutory interest for late payment on overdue amounts from the due date until the date of actual payment in full.

X. METHODS OF PAYMENT

1. The amount of sanctions that should be paid by the Customer **to the Operator** for the performance of the Agreement is specified in the Table of sanctions and additional sanctions.
2. Payments for the use of **Chromek** are made using Autopay Online Payments.
3. The customer pays the initial deposit and any sanctions under the Table of Sanctions and Penalties additional, through the wallet module in the app.
4. When making a payment, the Customer should read and accept the terms and conditions regarding the Autopay Online Payment feature.
5. Any claims and complaints of the Customers related to the provision of payment services or the activity of system will be addressed to the service provider of the Autopay System S.A. with its seat in Sopot, 81-717 Sopot ul. Piłsudskiego 6, registered in the Register of Entrepreneurs kept in the District Court in Sopot, VIII Economic Department of the National Court Register under the KRS no. 0000320590, NIP no.: 585-13-51-185, REGON no.: 191781561, share capital PLN 2 000 000.
6. At the request of the Customer, the Purchaser will issue a VAT invoice to the Customer, if the Customer wishes to receive an invoice, the Customer should contact the Operator at the e-mail address mzk@mzk.chodziez.pl.

XI. BICYCLE RENTAL AND RETURN

1. The loan of a bicycle is possible if the customer has an active account and has made an initial sanction.
2. The rental time including Stop/Pause will be charged in accordance with the Table of Penalties and Additional Sanctions. The rental is properly terminated. In case of insufficient funds in the account, the Client does not have to pay for the rental, however, the difference must be within 7 days. In case of non-payment within the specified period of time, a procedure will be initiated to obtain the amount due from the Operator.
3. The rental is made after launching the application on the mobile device and scanning the QR code, which is located on the handlebars and ROOVEE LOCK CONTROL device, or by contacting the Customer Service and providing the phone number, Telecode and the number of the bicycle to be rented. It is also possible to rent a bicycle via SMS, by sending a message with the wording "start bicycle number", e.g. "start 1627629", to the phone number +48 500

70 70 70 Once the QR code is correctly scanned using application or by providing the correct data to the Customer Service consultant or by using the rental option via SMS, ROOVEE LOCK CONTROL is unlocked.

4. From the moment ROOVEE LOCK CONTROL is unlocked, time is charged for bicycle rental in accordance with the Table of Additional Sanctions and Penalties.
5. In accordance with the provisions of Chapter IX, point 4, the Customer is obliged to verify the technical condition of the bicycle before riding. In the event of damage to the bicycle, the Customer should immediately report the defect via the Mobile Application, the option **Report a Bicycle Defect** or by contacting the **ROOVEE BOK**, and from using (riding) and thus renting the bicycle. The Customer shall be responsible for any damage, if any, resulting from riding a defective bicycle.
6. It is not recommended to use the Stop/Pause option outside the system operation area. The result may be to rent the bicycle again.
7. Before placing the cell phone in the phone holder, the customer is obliged to verify the technical condition of the holder and the condition of its components. The holder consists of a plastic base rigidly attached to the bicycle on a double mount, a QR code and rubber bands securing the phone on both sides. In case of missing components or the holder is otherwise damaged, the Customer is obliged to immediately report the defect to the Customer Service by phone, e-mail or via Mobile Application and abandon the use of the holder. The Customer placing the phone in the holder despite the absence of the elements of the equipment or other damage to the holder, is responsible for the phone transported in this manner and waives the right to any claim to the phone.
6. The basket, which is mounted on the front of the bike, is designed and suitable for carrying lightweight items. The maximum load of the basket is 10kg. The customer is responsible for any damage resulting from improper use of the basket, as well as for damage and leaving the items transported in the basket.
7. The maximum load of the standard type bike is 120 kg.
8. The customer should choose a bicycle for rental taking into account his height and ability to move it freely.
9. Standard, electric bikes are designed for use by 1 person.
10. In case of any problems with the rental or return of the bicycle, the User shall immediately contact the Customer Service.
11. There is no additional penalty for returning the bicycle in the **Chromek** station area to the customer.
12. In case of returning the bicycle outside the **Chromek** station area, as well as in case of leaving the bicycle outside the **Chromek** Operation Zone, an additional Sanction will be added to the Customer in accordance with the table of sanctions and additional sanctions attached as Appendix No. 2 to the Regulations. The Customer shall be liable for any damage, damage to the bicycle or theft of the bicycle, if the bicycle is left outside the **Chromek** Operation Zone, up to the full amount.
13. The maximum rental time for a bicycle is 12 hours. For exceeding 12 hours of rental, the customer will be charged an additional sanction in accordance with the table of sanctions and additional sanctions attached as Appendix No. 2 to the Regulations.
14. The return of the bicycle should be as the return of the bicycle in one of the designated areas, i.e.: the station or the **Chromek** bicycle return area, while complying with requirements of the Public Rental, excluding the following locations: underground parking lots, garages, basements, tunnels, buildings, forests, parks, other areas that are closed and inaccessible to the public and private property, within the area of operation of **Chromek**. The bicycle must be supported by a foot/stool. It is unacceptable to leave the bicycle in a lying position. The bicycle must also not be leaning against a pole, tree or building.
15. The customer is required to take a photo of the bicycle after each rental, by using the function in the application "Take a photo".
16. The photograph taken of the bicycle referred to in para. 16 above, must be legible and show the entire rented bicycle. The photo, in addition to the indicated bicycle, should not include any other object with distinctive features, and should not include any persons, including in particular the image features of such persons. The photo should include the legible number of the bicycle.
17. The Client is obliged to make a successful trip in the application. If it is not possible to ride in the application, the Client is obliged to contact Customer Service immediately. In case of lack of contact, all costs related to the ongoing rental will be borne by the Customer. The sanction will be charged in accordance with the Table of sanctions and additional sanctions.
18. If the ROOVEE LOCK CONTROL device cannot be locked, the Customer is obliged to contact the Customer Service immediately. In case of lack of contact, the Customer is responsible for any possible damage, damage or theft of the bicycle up to the full amount of the loss incurred by the **OPERATOR**.

19. In case of incorrect return of the bicycle, in particular, failure to close the ROOVEE LOCK CONTROL device or leaving the bicycle in an unauthorized place, the Customer will be charged a Sanction in accordance with the Table of Sanctions and Additional Sanctions. The Customer shall be held fully responsible for the improperly returned bicycle until the ROOVEE LOCK CONTROL device is properly locked or the bicycle is left in a permitted place in the **Chromek** operation area.
20. In case an accident or a collision occurs while using the rented bicycle, the customer is obliged to submit a statement or the police to the place of the incident. In case of such an incident the customer is also obliged to the Customer Service.

XII. BREAKDOWNS AND REPAIRS

1. In case of any malfunction, the Customer should immediately report it through the application using the **Report a Malfunction** module or a report via Customer Service. If the failure is not reported, the Customer may be charged with higher costs of its repair.
2. The customer is not authorized to repair the rented bicycle or any other. The only entity authorized to do so is the **Operator**.
3. It is recommended that the customer has the opportunity to contact the Customer Service (by phone or email) while the rented bicycle.

XIII. SANCTIONS

1. All sanctions shall be charged in accordance with the Table of Sanctions and Additional Sanctions, which, in accordance with the provisions of the Regulations, is attached as Appendix 2.
2. The amount of sanctions for use of a rented bicycle varies and depends on the duration of the rental/pause.
3. The basis for the calculation of sanctions is the number of minutes of rental, which is counted from the time the bicycle is rented until the time the rental is terminated.
4. In the event that the charged penalties for driving exceeds the amount of funds held, the Customer, in accordance with the provisions of Section XI, paragraph 2 of these Regulations, is obliged to top up his account at least to a balance of 0 PLN within 7 days.

XIV. RIGHT OF WITHDRAWAL AND TERMINATION

1. The Consumer or PNPK has the right to withdraw from the Agreement within 14 calendar days from its conclusion without giving reasons and without incurring costs. In order to withdraw from the Agreement it is necessary for the Consumer or PNPK to make an unambiguous statement, e.g. by mail or e-mail to bok@roovee.eu. In order to meet the deadline referred to in the first sentence, it is sufficient to send information about the withdrawal from the Agreement before the expiry of the deadline referred to in the first sentence. The template of the declaration of withdrawal from the Agreement is attached as Appendix number 6 to the Regulations. The consumer or PNPK may do so, but there is no obligation to do so.
2. **The Operator** shall, within 14 days from the date of withdrawal notice, refund to the Consumer or PNPK the amount that is credited to their account. **The Operator** will refund the Consumer or PNPK using the same payment method used by the Consumer or PNPK, unless the Consumer or PNPK has agreed to make the refund by another method that will not incur any costs for him.
3. If the Consumer or PNPK exercises the right to withdraw from the contract after making a request in accordance with Articles 15(3) and 21(2), u.p.k. has an obligation to pay for services performed up to the time of withdrawal.
4. After the expiration of the period referred to in paragraph 1 above, the Customer has the right to terminate the Agreement at any time during its term. The termination of the Agreement should be reported to bok@roovee.eu. Termination of the Agreement shall take place immediately, but no later than within 5 days after receipt of the notice of termination, unless the Client in accordance with its billing account has unpaid receivables to **the Operator, in which case the agreement is terminated after settlement of its balance on the billing account to a balance of 0 PLN by the Client.**
5. If the amount of money exceeds 0 PLN on the date of termination of the Agreement, it will be returned to the bank account number provided by the Client. The funds will be returned within 21 days from the date of termination of the Agreement.

XV. ADVERTISEMENTS

1. The customer is entitled to lodge a complaint which should be submitted by e-mail or in writing to the address of the **OPERATOR**.
2. It is recommended that the customer indicate the following information in the complaint:
 - a) ;
 - b) contact information;
 - c) brief description of the situation
 - d) information (evidence) confirming the occurrence of the described situation
3. Complaints will be processed immediately, but within no more than 14 days from the date of its receipt or supplementation. If it is necessary to supplement the complaint, the deadline runs from the date of delivery of all documents, and similar supplementary documents.

If it is necessary to supplement the documents, **the Operator** will indicate the scope of the documentation to be .
4. The customer will be sent appropriate feedback to the e-mail address provided during registration or indicated in the complaint.
5. Filing a complaint does not relieve the Customer from the fulfillment of timely due to the Operator.
6. In particular, the processing of complaints involves the identification of the problem, a thorough assessment of the validity and resolution.
7. The Client has the right to appeal once against the decision issued by the Operator within 14 days from the delivery of the decision to the Client. The appeal should also be sent to Ryżowa 33a/7, 02-495 Warsaw. The appeal will be considered within 14 days from the date of its receipt. The Client has also the right to a request for reconsideration of the case being the subject of the decision, which was issued as a result of a complaint, or may occur Miejski with reference to Zakład Komunikacji Sp. z o.o. in Chodzież, ska 3 Street.
9. The Customer has the right to apply for compensation for non-performance or improper performance of the Service in court proceedings upon exhaustion of the complaint procedure.
10. The Operator shall be liable for failure to provide or improper performance of the service limited to the actual damage and shall not include lost .
11. In the case of complaints about sanctions, additional sanctions charged, etc., and its positive resolution, money will be returned to the Customer's account in the Roovee system, within 14 days after the Customer is informed of the positive resolution of the complaint.

XVI. ACCOUNT BLOCKING

1. In case of non-compliance with the terms of use of ROOVEE bicycles contained in these Terms and Conditions, the Operator reserves the right to temporarily or permanently block the Customer Account, in the **Chromek** system
2. Blocking of the account may in particular when the Customer:
 - a) uses the bicycle in a manner inconsistent with its intended use
 - b) failed to complete personal data or provided false data
 - c) leaves bike unsecured ROOVEE LOCK CONTROL
 - d) damaged a bicycle or other property belonging to the Operator
 - e) rented a bicycle, which then went missing
 - f) created more than one account for the same e-mail address
 - g) Roovee account balance is negative
 - h) taking a photo showing other than the vehicle in which the ride was taken

XVII. PERSONAL DATA PROTECTION

1. The Administrator of the Data processed through ROOVEE System is Miejski Zakład Komunikacji Sp. z o.o. in Chodzież, ska St. 3. The Data Administrator has appointed a Personal Data Inspector through e-mail: mzk@mzk.chodziez.pl.
2. The Data Controller informs that personal data will be processed for the following purposes:
 - a) The execution of the contract (pursuant to Article 6(1)(b) of the RODO);
 - b) to respond to inquiries and requests and to provide technical assistance, and the basis for processing the data is the legitimate legal interest of the controller (pursuant to Article 6(f) of the RODO),
 - c) to determine the location of the user's device in order to be able to show the user information about bicycle stations and perform the service of showing the route to the nearest bicycle on the basis of consent (pursuant to Article 6(1)(a) of the RODO)

- d) establish or possibly investigate/defend pursuant to Article 6(f) of the RODO).
- 3. The Data Administrator informs you that your personal data will be kept for the period necessary for the performance of the contract or the existence of a legitimate interest of the Administrator, and thereafter for the purposes and to the extent required by law or to secure possible.
- 4. The Data Controller informs you that data processed on the basis of consent will be processed until the consent is withdrawn or until it is no useful, depending on which occurs first. The withdrawal of consent does not affect the lawfulness the existing processing.
- 5. Your personal data will not be used for automated decision-making, including profiling.
- 6. Your data will not be transferred outside the EEA.
- 7. You have the right to access, rectify, erase or restrict processing of your personal data, object to processing, and the right to data portability;
- 8. You have the right to submit additional sanctions to the supervisory authority if, in your opinion, the processing of your personal data violates the provisions of the RODO
- 9. Providing your data is voluntary, however, is a condition for the conclusion and performance of the contract. Failure to provide personal data will result in the inability to conclude and perform the contract.
- 10. We would like to inform you that the recipients of your data will be entities responsible for the operation of IT systems, entities s1ering accounting and legal services, as well as all authorized institutions and bodies under applicable laws.
- 11. Your data is not subject to automated decisions
- 12. For information regarding the processing of personal data concerning you, please contact: mzk@mzk.chodziez.pl.

XVIII. OUT-OF-COURT DISPUTE RESOLUTION

- 1. **OPERATOR** informs that the Consumer or PNPK has the right to out-of-court settlement of complaints, as well as to assert.
- 2. The use out-of-court processing of complaints, as well as the assertion of by the Consumer or PNPK is possible in :
 - a) before permanent amicable consumer courts operating at the Provincial Inspectorates of Trade Inspection. Detailed information on how to access this procedure and the procedures to be followed can be found on the website of the Office of Competition and Consumer Protection at address: https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php;
 - b) by mediation conducted by provincial inspectorates of the Trade Inspection and their branch offices. The role of mediator in the dispute is then performed by an employee of the inspectorate, while maintaining the principles of impartiality and fairness. Detailed information on how to access this procedure and the procedures to be followed are available at the headquarters and on the websites of the individual provincial inspectorates of the Trade Inspection.
- 3. A consumer or PNPK may also of the assistance of a county consumer ombudsman. County consumer ombudsmen are available at county offices or city halls (in cities with rights). Detailed information in this regard is available at: <https://uokik.gov.pl/rzeczniczy.php>.
- 4. The consumer has the right to file additional sanctions through the EU platform ODR (Online Dispute Resolution) available at: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>.

XIX. OUT-OF-COURT DISPUTE RESOLUTION

- 1. **OPERATOR** is entitled to amend the Regulations for important reasons in particular due to:
 - a) the need to adapt the Regulations to changes in the law, interpretations or guidelines of competent courts or authorities;
 - b) issuance of a decision by a competent common court or issuance of a decision by a authority that may affect the rights or obligations of **the OPERATOR** or the Buyer.
- 2. The amended Regulations will be published on the Website at <https://chromek.pl> in the Application. Each version of the Terms and Conditions has been provided with information on when it is effective.
- 3. In addition, **the OPERATOR** will notify the Buyer of the planned change to the Terms and Conditions to the electronic address (email) indicated by the Buyer.
- 4. The amended Regulations will become within 14 (in words: fourteen) calendar days from the date of notification to the Customer in accordance with paragraph 3, unless a shorter period is necessary due

to mandatory regulations or obligations incumbent on **the OPERATOR** under a decision of a common court or an authority.

5. If the Consumer or PNPk does not accept the change in the Terms and Conditions, he or she will inform **the OPERATOR** of his or her decision in a manner of his or her choosing.

XX. FINAL PROVISION

1. The Regulations are subject to Polish law and have been drawn up in accordance with Polish law
2. In matters not regulated by these Regulations, the provisions of applicable law shall apply.
3. Disputes between **the OPERATOR** and a Customer who is not a Consumer or PNPk will be dealt with by a common court with jurisdiction over the registered office of the **OPERATOR**. In the case of disputes with a Consumer or PNPk, the jurisdiction the court will be determined by general rules.
4. The regulations are effective as of 12.01.2023.

Annexes to the regulations:

Annex No. 1 Stations and zone of operation of the Chromek system

Annex No. 2 Table of sanctions and additional sanctions.

Attachment No. 3 Parent/legal guardian statement. Attachment

No. 4 Complaint form.

Attachment No. 5 Form of return of money

Attachment No. 6 Model statement of withdrawal from the contract

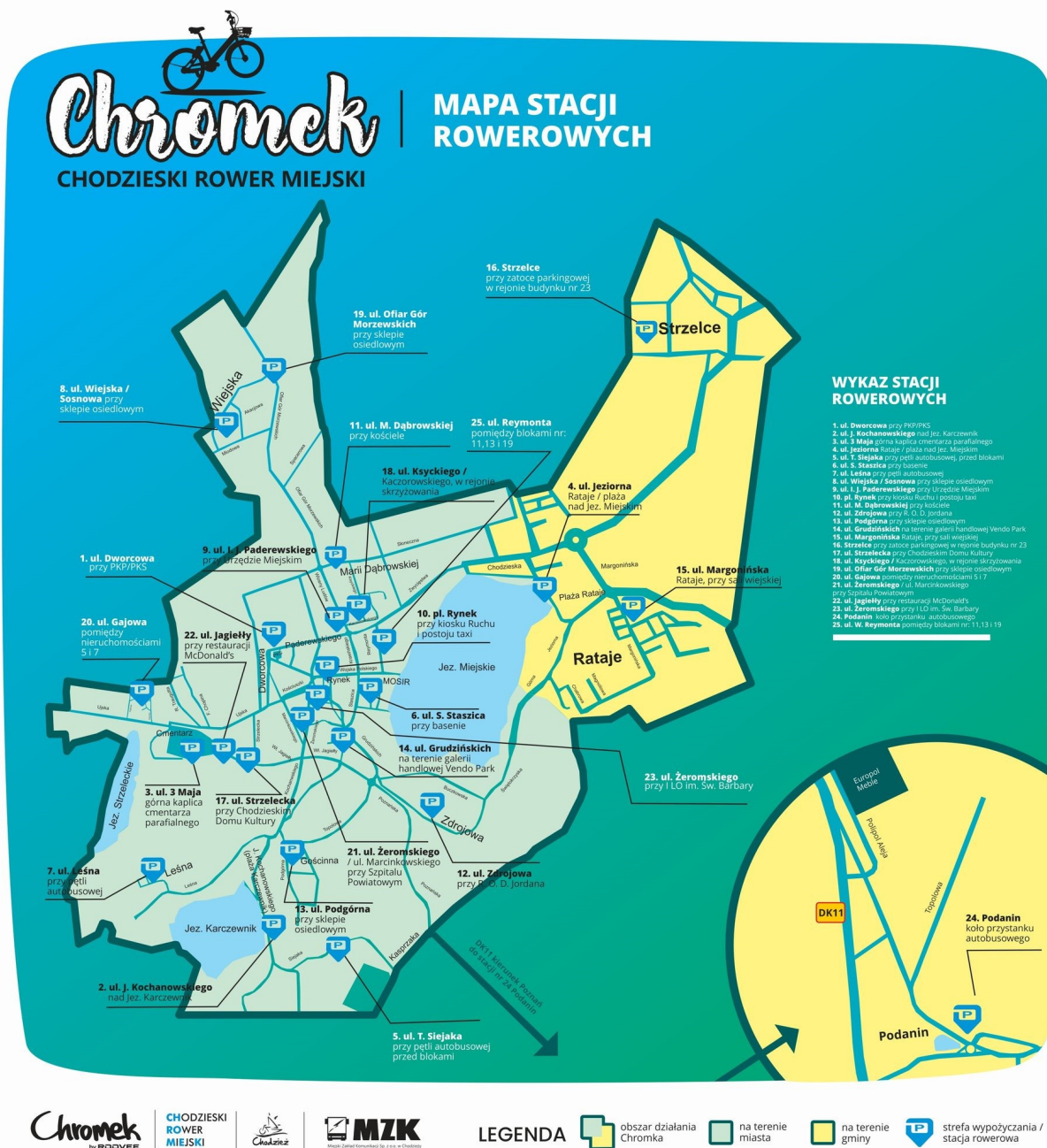
Annex No. 1 Area and zones of operation of the Chromek system

I. Chromek-ROOVEE PARK Zones

I. CHROMEK-ROOVEE PARK Zones

1. Bike & Ride parking on Dworcowa Street in Chodzież (at the interchange near the railway station).
2. Bike & Ride parking lot on Jana Kochanowskiego Street in Chodzież (near the beach at the Sanction Lake additionalczewnik).
3. Bike & Ride parking lot on 3 Maja Street in Chodzież (next to the upper chapel of the parish cemetery).
4. Bike & Ride parking lot on Jeziorna Street in Rataje (next to the beach at the Municipal Lake).
5. Bike & Ride parking lot on Reymonta Street.
6. Bike & Ride parking lot on Stanisław Staszic Street in Chodzież (next to the swimming pool).
7. Bike & Ride parking lot on Leśna Street in Chodzież (near the bus terminal).
8. Bike & Ride parking lot on Wiejska/Sosnowa Street in Chodzież (next to a neighborhood store).
9. Bike & Ride parking lot on Ignacego Jana Paderewskiego Street in Chodzież (next to Chodzież City Hall).
10. Bike & Ride parking lot at Market Square in Chodzież (by the traffic kiosk and cab stand).
11. Bike & Ride parking lot at Maria Dąbrowska Street in Chodzież (next to the church).
12. Bike & Ride parking lot on Zdrojowa Street in Chodzież (next to R.O.D. Jordan).
13. Bike & Ride parking lot on Podgórna Street in Chodzież (next to a neighborhood store).
14. Bike & Ride parking lot on Grudziński Street in Chodzież (within the Vendo Park shopping mall).
15. Bike & Ride parking lot on Margoninskaya Street in Rataje (next to the village hall).
16. Bike & Ride parking lot in Strzelce (at the parking bay in the area of building No. 23).
17. Bike & Ride parking lot on Strzelecka Street in Chodzież (next to Chodzież Cultural Center).
18. Bike & Ride parking on Rev. Canon Jan Ksycki/President Ryszard Kaczorowski Street in Chodzież (in the area of their intersection).
19. Bike & Ride parking lot on Morzewskie Mountain Victims Street in Chodzież (next to a neighborhood store).
20. Bike & Ride parking lot on Gajowa Street in Chodzież (between properties No. 5 and 7).
21. Bike & Ride parking lot on Żeromskiego Street / Marcinkowskiego Street near the County Hospital.

II. Chromek operating area



Annex No. 2 Table of sanctions and additional sanctions

Lp.	Title	Gross amount
1.	Initial deposit (to be used for refundable rides)	PLN 10.00
2.	Minimum balance of funds to start the ride	PLN 10.00
3.	Sanction for 1 minute of driving after the first 30 minutes	PLN 0.05
4.	Sanction for 1 minute of stopping/pausing after the first 30 minutes	PLN 0.05
5.	Additional sanction for leaving bicycle outside ROOVEE PARK zone	PLN 10.00
6.	Bonus for dropping your bike off outside the zone, in the ROOVEE PARK zone	PLN 8.00
7.	Additional sanction for exceeding 12h of rental time	PLN 200.00
8.	Additional sanction for leaving a bicycle up to 20 km outside the Chromek operation zone	300.00 zł
9.	Additional sanction for leaving a bicycle more than 20 km outside the Chromek operation zone	PLN 5,000.00
10.	Additional sanction for theft or destruction of bicycle	PLN 5,000.00
11.	Additional sanction for misuse of bicycle	PLN 200.00
12.	Additional sanction for transporting third parties in violation of the Regulations	PLN 1,000.00
13.	Additional sanction for leaving a bicycle in a place other than a public place (including garages, tunnels, private properties, closed cemeteries, basements, buildings, cars, forests, parks)	PLN 200.00
14.	Additional sanction for damage or theft of Chromek-ROOVEE PARK zone	PLN 5,000.00
15.	Sanction for sending a text message with a call for payment	PLN 5.00
16.	Sanction for sending a demand letter for payment of dues	PLN 30.00
	Sanction for theft or destruction of individual Chromek items	
1.	Frame	PLN 5,000.00
2.	Dynamo	400.00 zł
3.	Front lamp	80.00 zł
4.	Rear lamp	80.00 zł
5.	ROOVEE LOCK CONTROL	PLN 1,200.00
6.	Steering wheel	PLN 200.00
7.	Bell	40.00 zł
8.	Pedal	PLN 50.00

9.	Basket	PLN 200.00
10.	Tire	PLN 200.00
11.	Rim	PLN 200.00
12.	Spoke	PLN 2.00
13.	Saddle	PLN 200.00
14.	The post	PLN 150.00
15.	Fender	PLN 100.00
16.	Power cords, plugs	PLN 150.00
17.	Support	PLN 100.00
18.	Hub	700.00 zł
19.	Fork	250.00 zł
20.	Grabs	PLN 50.00
21.	Handles	PLN 100.00
22.	Brake levers	PLN 200.00
23.	Crank	PLN 200.00
24.	Phone holder	PLN 50.00
25.	Steering wheel bracket	PLN 200.00
26.	Repair work (one hour)	PLN 50.00

Appendix No. 3 Statement of parent/legal guardian

Statement (parent/guardian)

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

.....
..... child's name

.....
..... guardian's name

.....
.... caregiver phone number

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

Agreement with ROOVEE S.A. for the use of the ROOVEE System.

I accept the Rules and Regulations and declare that I assume full responsibility for any damages, arising in particular from the minor's failure to comply with the Rules and Regulations, and I will pay the ongoing obligations set forth in the Table of Sanctions and Additional Sanctions. I further undertake to replenish my child's (minor) account in the Roovee System via the mobile application.

.....

Place, date, legible signature of parent (guardian)

Appendix No. 4 Complaint form

Complaint

Me,

(/ (Phone number)

I report complaint regarding rental of bicycle o number, z
.....

(name of zone, exact address)

I rented the bike using the mobile app at, while returned it at, by the
zone / outside the zone, at:

,.....

The total driving/rental/pause/stopping time was.....I do not agree with the charged
with a sanction of.....because

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(reason for complaint)

Appendix No. 5 Return of funds form

Return of funds

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

I request a refund of the funds collected in the Roovee system in the amount of
.....PLN, to the account:

:.....

Full name of bank:.....

Account number:.....

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

Annex No. 6 Request for withdrawal from the contract

OPERATOR

(place and date)

CUSTOMER:

()

(mailing address)

Declaration of withdrawal from the Agreement

I, the _____ (name and surname) hereby withdraw from the Agreement entered into between me and **OPERATOR** on_____.

(signature)