

Regulations of the Krotoszyn City Bicycle (KROTOWER)

I. PREAMBLE

1. These Regulations set out the terms and conditions and rules for the use of the Krotoszyn Urban Bicycle (KROTOWER) by Customers in the City of Krotoszyn, which operates in the area designated by the **City of Krotoszyn** in accordance with Appendix 1 to the Regulations.
2. These Regulations are available free of charge, customers can read them on the website <https://krotower.pl> and in the dedicated ROOVEE application. The document can be obtained free of charge at the **Municipal Office in Krotoszyn, 7 Kołłątaja St., 63-700 Krotoszyn**.
3. The operator of the KROTOWER System is ROOVEE S.A, 33a/7 Ryżowa St., 02-495 Warsaw, office@roovee.eu.
4. By using the KROTOWER City Bicycle System, the Customer confirms that he/she has read the Rules and Regulations and accepts their provisions and undertakes to abide by them.

II. DEFINITIONS

1. **Mobile** application - an application distributed by ROOVEE S.A. to be installed on iOS and Android mobile devices allowing, among other things, to rent and return a bicycle and to make payment for the rental/ride according to the Table of Fees and Penalties, which is attached as Appendix 2 to the Regulations.
2. **Customer Service Office** - a service for receiving requests regarding the KROTOWER System, by phone at 88 77 66 833, 7 days a week from 6:00 a.m. to midnight (during the KROTOWER System operation period), in addition, by email at bok@roovee.eu or via the mobile application.
3. **Driving/rental time** - time calculated from the moment of rental to the moment of return KROTOWER bike.
4. **Safeguarding actions** - all actions that are taken against the Client in case of violation of the KROTOWER System Regulations. These actions, in particular, may include suspension of the account, contacting the Client, calling for payment of the amount due in a situation when the funds in the Client's Account do not allow covering the costs arising from the use of the System. In the absence of voluntary payment of the amount due, also its enforcement. All cases of theft and destruction of KROTOWER System property will also be reported to the relevant authorities.
5. **Customer ID** - a personal set of characters in numeric form, which is also 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.
6. **Client** - an individual who uses the KROTOWER System by entering into a corresponding agreement.
7. **Operator** - ROOVEE S.A, performing services related to the operation of the KROTOWER System in the City of Krotoszyn.
8. **Initial fee** - a one-time deposit payment that allows you to use the KROTOWER system. The minimum balance of funds in the account is specified in the Table of Fees and Penalties. The initial fee, less the funds used, can be withdrawn to your account at any time during the use of the service.
9. **Paid fee** - the fee charged for the rental of a bicycle, debited from the Roovee account.

10. **Handling fee** - a fee charged at the time of incurring additional costs related to the incorrect return of the bicycle by the Customer, the charge of which the Customer is entitled to file a complaint within 14 days.
11. **Additional Fee** - a fee charged when actions are found to be in violation of the KROTOWER Regulations or ROOVEE Regulations, including leaving the bicycle in an unauthorized place, damaging the bicycle or any part of the infrastructure belonging to ROOVEE S.A., or theft. For detailed fees, please refer to the Table of Penalties and Fees, attached hereto as Appendix 2. The Customer has the right to file a complaint within 14 days from the charge of the Additional Fee.
12. **BM Online Payments** - Blue Media payment system, by means of which the Customer can make payments in the KROTOWER system. The operator of the BM system is BLUE MEDIA S.A. with its seat in Sopot, 81-717 Sopot, Powstańców Warszawy 6 Street, registered in the register of entrepreneurs kept in the District Court Gdańsk-Północ in Gdańsk, VIII Economic Department of the National Court Register under KRS No. 0000320590, NIP No.: 585-13-51-185, REGON: 191781561.
13. **Stop/pause** - stopping the ride in the KROTOWER user's Mobile Application and By manually locking ROOVEE LOCK CONTROL.
14. **Customer account** - an individual account of the Customer in the KROTOWER system, where credit operations are carried out, as well as debits for the use of the system in accordance with the Table of fees and penalties.
15. **Regulations** - these Regulations define the types, scope, terms and conditions of use of the KROTOWER System in the City of Krotoszyn, as well as the scope of rights, obligations and incurring of possible liability of the Operator and the Customer. Acceptance of these terms and conditions, and fulfillment of all conditions is a condition for using the KROTOWER System in the City of Krotoszyn (including KROTOWER rental) and is also a necessary condition in the process of registration in the KROTOWER System. The Customer enters into an agreement with the Operator upon acceptance of the Terms and Conditions, registration and payment of the initial fee in the KROTOWER System in the City of Krotoszyn.
16. **Reservation** - reservation of the selected KROTOWER bike available in the Mobile Application.
17. **ROOVEE LOCK CONTROL** - a bicycle security device (equipped with ROOVEE electronic module) implementing the process of: renting and returning the bicycle, controlling the lights on the bicycle, and monitoring the position of the bicycle (GPS, accelerometer).
18. **Stand** - part of the KROTOWER-ROOVEE PARK zone.
19. **KROTOWER operation zone** - a designated area of a city/municipality in which it operates KROTOWER System.
20. **KROTOWER-ROOVEE PARK ZONE** - a designated area where a user can rent or return a rented bicycle. Information on bicycle zones can be found in Appendix 1, the ROOVEE Mobile App and at <https://krotower.pl>.
21. **The KROTOWER system** - a self-service bicycle rental system consisting of: bicycles, software, KROTOWER-ROOVEE PARK zones, ROOVEE mobile app and ROOVEE LOCK CONTROL.
22. **Table of Fees and Penalties** - the price list of services and fees of the ROOVEE System applicable to the Customer, which is as follows
Appendix 2 to the Regulations, and available at <https://krotower.pl>.
23. **Telecode** - a four-digit number that allows you to rent a bicycle without using the Mobile Application.
24. **Information totem** - part of the KROTOWER-ROOVEE PARK zone.

25. **Agreement** - an agreement concluded between the Client and the KROTOWER System Operator establishing mutual rights and obligations specified in the Regulations. An agreement with the content including the provisions of the Regulations is automatically concluded upon the Client's registration in the KROTOWER System and subject to the Client's declaration of acceptance of the Regulations and payment of the initial fee.
26. **Bicycle rental** - an operation carried out through the Mobile Application available for download at <https://krotower.pl> using the QR code, located on the bicycle. The rental can also be realized via Telecode, or SMS.
27. **Rental termination** - the operation of manually closing ROOVEE LOCK CONTROL in a public place, open to the public, excluding underground parking lots, garages, basements, tunnels, buildings, forests, parks, closed cemeteries and private properties, in the area of the KROTOWER Operation Zone.
28. **Purchaser** - City of Krotoszyn, 17 Rynek Street, 59-330 Krotoszyn.
29. **Return of a bicycle outside the zone** - return of a bicycle outside the designated KROTOWER-ROOVEE PARK zone, in a public, publicly accessible place excluding underground parking lots, garages, basements, tunnels, buildings, forests, parks, closed cemeteries and private properties, within the KROTOWER Operation Zone.
30. **Return of the bicycle in the zone** - return the bicycle in the designated zone KROTOWER-ROOVEE PARK.

III. GENERAL CONDITIONS FOR THE USE OF THE CROTOWER SYSTEM

1. The condition for using the KROTOWER System is to complete the registration procedure for the KROTOWER System via the Mobile Application or the website <https://krotower.pl>, by providing the required and correct personal information, accepting the terms and conditions which are set forth in these Regulations, and paying the initial fee indicated in the Table of Fees and Penalties.
2. In order to register, the Customer must have an active email account and an active cell phone number. In order to use the Mobile Application, the Customer must have a phone with Internet access, equipped with either the Android or iOS operating system, in the version specified in the Google Play Store or AppStore.
3. The operator provides the latest version of the Application on Android and iOS operating systems to
application worked properly you should always install the latest available version.
4. The Customer rents a bicycle from the Operator under the terms and conditions specified in the Rules. The Customer agrees to abide by the terms of the Regulations, in particular to pay the fees in accordance with the Table of Fees and Penalties, to use the bicycle in accordance with these Regulations, and to report defects through the application or by email at bok@roovee.eu.
5. From the moment the bicycle is rented to the moment the rental is terminated, all responsibility for the bicycle shall be borne by the Customer except in the circumstances referred to in Section 9.
6. In case of theft of the bicycle during the rental, the Customer is obliged to immediately notify the Customer Service at 88 77 66 833 (and in case the hotline is unavailable, send a message to the e-mail address: bok@roovee.eu and immediately report this fact to the nearest Police or Municipal Police. In case of improper security of the rented bicycle, the Customer shall be financially responsible for its theft, in particular if he/she fails to manually lock the ROOVEE

LOCK CONTROL or leaves the bicycle in an underground parking lot, garage, basement, tunnel, building, forest, park, closed cemetery, private property, or outside the KROTOWER Operation Zone.

7. A customer can only rent 1 bicycle at a time.
8. The operator allows you to mount your bicycle seat to the KROTOWER bicycle. The Customer is responsible for the installation and any possible damage caused by the installation and use of the seat.
9. Minors, i.e. persons who are at least 13 years of age and under 18 years of age, or other persons who have limited legal capacity, must provide the Contracting Authority with a written consent of a parent (legal guardian) or legal representative to conclude the Contract, together with an appropriate statement attached as Appendix No. 3 to the Regulations on assuming liability for any damages, in particular in connection with non-performance or improper performance of the Contract. The consent as well as the statements must contain the handwritten signature of the person making the relevant statements. The Contracting Authority reserves the right to verify the veracity of the submitted statement. The statement must be delivered in electronic version (scan) to: bok@roove.eu. After verification, the Agreement is considered concluded and from then on the minor has access to the Mobile Application. Neither the Ordering Party nor the Operator shall be liable for the provision of false data by persons with limited legal capacity.
10. The customer may use the rented bicycle in the territory of the City of Krotoszyn in a specified area, which is attached as Appendix 1 to these Regulations, the area can also be consulted on the website <https://krotower.pl> and on the mobile application.
11. The stop is counted as part of the rental time and is added to the final fee according to the Table of fees and penalties.
12. Bicycle reservation is voluntary and allows you to reserve the bicycle of your choice. The reservation lasts 10 minutes and is not included in the bike 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.

IV. RESPONSIBILITY

1. The Customer is responsible for using the Bicycle in accordance with the Regulations, the purpose of the Bicycle and the Highway Code.
2. It is forbidden to use the bikes of the KROTOWER System by persons under the influence of alcohol, intoxicants, any psychoactive substances or substitutes within the meaning of the regulations on counteracting drug addiction, medicines the intake of which is a contraindication to driving.
3. 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.
4. After renting, the customer is required to verify the technical condition of the bicycle, in case of damage to the bicycle, the customer should immediately report the defect through the Mobile Application using the option Report bike defect.
5. If a malfunction occurs during the use of the bicycle, the Customer is obliged to report this fact to the Customer Service as soon as possible and return the bicycle to the Zone KROTOWER- ROOVEE PARK, and in case of inability to continue the ride, at the nearest available place in accordance with the rules for the termination of the rental and return of the bicycle outside the Zone.

6. From the moment of rental of the bicycle until the termination of the rental, the customer is responsible for the bicycle, he is obliged to take all measures to prevent any damage, total destruction and theft of the bicycle.
7. The customer may not lend the bicycle to third parties.
8. Sharing of the bicycle with third parties by the Customer during the rental and contrary to the provisions of the Regulations does not release the Customer from liability, in particular for damage or theft, until the termination of the rental.
9. In the event of improper return, in particular by not locking ROOVEE LOCK CONTROL or returning the bicycle in an unauthorized place, the customer will be charged for any costs of further rental and will be liable for theft or damage to the bicycle.
10. In case of problems with the return of the bicycle, the customer is obliged to contact the Customer Service immediately.
11. The customer is obliged to cover all fines, penalties and fees imposed on him in connection with the use of the bicycle in violation of applicable laws and Regulations.
12. In case of destruction or damage to the infrastructure of the KROTOWER system (bicycles, racks, information boards), the Customer will be obliged to cover all repair costs. The customer will be issued a bill or a VAT invoice for the relevant repair, in accordance with the Table of Fees and Penalties. Money to cover the damage may be taken from the customer's account without additional approval.
13. It is forbidden for the customer to transport bicycles in cars and other means of transport, belonging to private persons.
14. In the event that intentional destruction or damage to the infrastructure of the KROTOWER system is committed, an appropriate notice will be filed with law enforcement authorities, and the person who committed the damage will be required to pay all costs for the damage or destruction committed.
15. The Customer shall be liable for any potential damage resulting from non-performance or improper performance of the Agreement up to the full amount.
16. Customers may use the bicycles only for their own private use.
17. Customers are obliged to use the bicycles and the application in a manner consistent with its intended use, not 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.

V. CUSTOMER REGISTRATION

1. Customer registration is carried out after installing the application or via the website <https://krotower.pl> and requires providing data marked as mandatory, i.e. real name, surname, e-mail address and cell phone number for further authorization.
2. In order to be able to register, the customer must have an active e-mail address and telephone number mobile.
3. When registering and using the KROTOWER System, the Customer is obliged to provide true data and to keep the password and login confidential and not to share them with third parties.

4. Registration is conditional on providing true data and accepting the terms and conditions specified in the Regulations. Provision of data is voluntary but necessary, as failure to provide personal data makes it impossible to use the KROTOWER System.
5. The operator reserves the right to make technical modifications during user registration as well as service delivery.
6. If it is found that the Client uses the KROTOWER infrastructure in a manner inconsistent with the Regulations, the Operator as well as the Client may block the Client's account. In such a situation, re-registration can be made only with the prior consent of the Operator.
7. The Operator and the Ordering Party reserve the right to contact the Customer for the purpose of executing the Contract.
8. Personal, address and contact information is required during the process of identifying the Customer in the KROTOWER System.

VI. METHODS OF PAYMENT

1. Payments for the use of the KROTOWER System are made using Online Payments. BM.
2. The customer pays the initial fee and any fees under the Table of Fees and Penalties through the wallet module in the app.
3. When making a payment, the customer should read and accept the terms and conditions regarding BM's Online Payment feature.
4. Any claims and complaints of the Customers related to the provision of payment services or the operation of the System shall be addressed to the service provider of the System - BLUE MEDIA S.A.

headquartered in Sopot, 81-717 Sopot, 6 Powstańców Warszawy Street, registered in the register of entrepreneurs kept in the District Court Gdańsk-Północ in Gdańsk, VIII Economic Department of the National Court Register under KRS No. 0000320590, NIP No.: 585-13-51-185, REGON: 191781561, share capital PLN 2 000 000.

VII. BICYCLE RENTAL AND RETURN

1. Renting a bicycle is possible if the customer has an active account and made the initial payment.
2. The rental/reservation time including stoppage is charged in accordance with the Table of Fees and Penalties until the rental is properly terminated. In case of insufficient funds in his/her account, the Client does not have to stop the rental, however, the resulting difference (underpayment) must be paid within 7 days. If the fee is not paid within the indicated period, a procedure will be initiated to obtain the amount due from the Operator.
3. 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, by contacting Customer Service, providing the phone number, Telecode and number of the bike to be rented. It is also possible to rent via SMS, by sending a message that reads "start number_bike", such as "start 1627629", to the phone number +48539569930. after correctly scanning the QR code with the app, or providing the correct data to the Customer Service consultant/via sms, follows

unlocking ROOVEE LOCK CONTROL. Since unlocking ROOVEE LOCK CONTROL

time is charged for bicycle rental in accordance with the Table of Fees and Penalties.

4. In accordance with the provisions of Chapter IV, point 4, the Customer is required to verify the technical condition of the bicycle before the ride. In the event of damage to the bicycle, he/she should immediately report the defect through the Mobile Application, using the option Report bike defect, and abandon the rental of the bicycle. The Customer shall be responsible for any potential damage resulting from riding a damaged bicycle.
5. Before placing the cell phone in the phone holder, the customer is required to check the technical condition of the holder and the completeness 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. If any of the components are missing or otherwise damaged in the holder, the Customer is obliged to immediately report the defect to Customer Service by phone, e-mail or via the Mobile Application and refrain from using the holder. The Customer placing the phone in the holder despite the absence of any of the elements or other damage to the holder, is responsible for the phone transported in this manner and waives the right to any claim for any damage to it.
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 5kg. 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 bike is 120 kg.
8. The bicycle is intended for use by 1 person.
9. In case of any problem with the rental of a bicycle, the user should immediately contact the Customer Service.
10. There is no additional charge for returning a bicycle in the KROTOWER-ROOVEE PARK area to the customer.
11. If the bicycle is returned outside the KROTOWER-ROOVEE PARK return zone, the customer will be charged an additional fee of 1 PLN.
12. If a bicycle is left up to 20 km outside the KROTOWER Operation Zone, a fee of PLN 50 will be charged to the Customer. If the distance mentioned above is exceeded, a penalty of 2500 PLN will be imposed on the Customer. The Customer shall be responsible for any damage, damage to the bicycle or theft of the bicycle, if the bicycle is left outside the KROTOWER Operation Zone, up to the full amount.
13. The return of the bicycle should be understood as closing the ROOVEE LOCK CONTROL device and leaving the bicycle in the area of the KROTOWER Operation Zone in a public place, excluding locations: underground parking lots, tunnels, garages, closed cemeteries, forests, parks. In particular, it is unacceptable to return the bicycle and store it in buildings, on private property, in basements or cars. 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 leaned against a pole, tree, or building.
14. If the ROOVEE LOCK CONTROL cannot be locked, the Customer is obliged to contact Customer Service immediately. If no contact is made, the Customer shall be responsible for any possible damage, injury or theft of the bicycle to the full amount.
15. In the event of erroneous return of the bicycle, in particular, failure to lock the ROOVEE device LOCK CONTROL or leaving the bicycle in an unauthorized place, the customer will be

charged in accordance with the Table of Fees and Penalties. The customer shall be held fully responsible for the improperly returned bicycle until the ROOVEE LOCK CONTROL device is properly closed, or the bicycle is put back in a place allowed in the area of the ROOVEE OPERATION ZONE.

16. If an accident or collision occurs while using the rented bicycle, the Customer is obliged to write down an appropriate statement or call the Police to the scene. If such an incident occurs, the Customer is also obliged to immediately inform the Operator.
17. A customer with the application is required to take a photo of the bicycle after each ride, by using the function in the application "Take a photo".
18. The photograph taken of the bicycle referred to in para. 17 above, must be legible and include the entire rented bicycle. The photo, in addition to the indicated bicycle, should not include any other object with distinctive features, and should not capture any persons, including in particular the features of the image of such persons.
19. 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's Account, in the KROTOWER system.
20. The account may be blocked in particular if the Customer:
 - used the bicycle in a manner inconsistent with its intended use,
 - failed to complete personal data or provided false data,
 - left the bike unsecured with ROOVEE LOCK CONTROL,
 - damaged a bicycle or other property belonging to the Operator,
 - rented a bicycle, which then went missing,
 - created more than one account with the same e-mail address,
 - allowed a negative account balance to be created and maintained,
 - took photos depicting something other than the vehicle used to make the trip.

VIII. BREAKDOWNS AND REPAIRS

1. In case of any malfunction, the Customer should immediately report it through the applications using the Report Malfunction module or make a report through the Customer Service. In case of failure to report a failure, the Customer may be charged with the subsequent cost of its repair.
2. The customer is not authorized to repair the rented bicycle or any other interference. The only entity authorized to do so is the Operator.
3. It is recommended that the customer, while using the rented bicycle, should have a The possibility of contacting Customer Service (by phone or email).

IX. FEES

1. All fees are charged in accordance with the Table of Fees and Penalties, which, in accordance with the Regulations, is attached as Appendix 2.
2. Fees for using a rented bicycle vary and depend on the length of the rental/pause.
3. The basis for calculating the fee is the number of minutes of rental, which is calculated from the moment of

Bicycle rental until the termination of the rental.

4. In the event that the billed ride fees exceed the funds held, the Customer shall, in accordance with the provisions of Section 7(2) hereof, be required to replenish his/her account to at least a balance of PLN 0 within 7 days.
5. All fees paid to the Operator's account during the term of the contract are not subject to return.

X. ADVERTISEMENTS

1. A complaint is the Customer's submission of a request by e-mail to bok@roove.eu for reimbursement of the fee for non-performance or improper performance of the Bicycle Rental Service by the Operator, or a request for reimbursement of the additional fee charged, including the Handling Fee, within a period not exceeding 14 days from the occurrence of the event to which the complaint will relate.
2. Complaints will be processed promptly, but within no more than 21 days from the date of receipt or supplementation. If it is necessary to supplement the complaint, the deadline runs from the date of delivery of all documents, explanations and similar supplementary documents. If it is necessary to supplement the documents, the Operator will indicate the scope of the documentation to be supplemented.
3. The customer will be sent appropriate feedback, either to the e-mail address provided during registration or indicated in the complaint.
4. The complaint should include: Customer's name, e-mail address, cell phone number, detailed description of the situation, information (evidence) confirming the occurrence of the described situation.
5. In the absence of identifying information, i.e. name, email address or telephone number, the Operator will leave the complaint unprocessed.
6. The filing of a complaint does not relieve the Customer from meeting the timely obligations owed to the Operator.
7. In particular, the processing of complaints involves identifying the problem, thoroughly assessing the validity and resolving it.
8. 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 21 days of its receipt. The Customer also has the right to file a request for reconsideration of the case that is the subject of the decision, which was issued as a result of the complaint, or may file an appeal to the Krotoszyn City Hall, 7 Kołtątaja St., 63-700 Krotoszyn.
9. The Customer shall have the right to seek compensation for failure to provide 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 actual damage and shall not include lost profits.
11. Funds in the case of successful complaints will be refunded to the Customer's account in the Roovee system, within 14 days of informing the Customer about the successful resolution of the complaint.

XI. RESIGNATION

1. The Customer has the right to withdraw from the concluded Agreement within 14 days without giving any reason. The deadline is considered to have been met if, before its expiration, the Customer sends an appropriate statement of withdrawal to bok@roove.eu.
2. The right of withdrawal does not apply to the Customer after the execution of the Contract.
3. The Customer has the right to terminate the Agreement at any time during its term. Termination of the Agreement should be sent to bok@roove.eu. Termination of the Agreement shall take place within 14 days from the receipt of the notice. Before submitting the termination notice, the Client is obliged to settle his/her balance on the settlement account to a balance of PLN 0.
4. If the funds exceed PLN 0 on the date of termination of the Agreement, they 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.

XII. PERSONAL DATA PROTECTION

1. The administrator of the Data processed by means of the ROOVEE System is the City and Municipality of Krotoszyn and the Mayor of Krotoszyn with its seat at 7 Kołłątaja Street, 63-700 Krotoszyn, contact data e-mail address: um@krotoszyn.pl tel. +48627254201 The Inspector of Personal Data Protection is Mr. Arkadiusz Brodziak e-mail address iod@um.krotoszyn.pl tel. +48627254201.
2. The Data Controller informs that personal data will be processed for the following purposes:
 - (a) performance 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) 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) to establish or possibly assert/defend claims (pursuant to Article 6(f) of the RODO).
- 3 The Data Administrator informs you that your personal data will be stored 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 claims.
- 4 The data controller informs that data processed on the basis of consent will be processed until the consent is withdrawn or until the usefulness ceases, whichever event occurs first. The withdrawal of consent does not affect the lawfulness of previous 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 lodge a complaint with a supervisory authority if, in your opinion, the processing of your personal data violates the provisions of the RODO
- 9 Your provision of data is voluntary, however, it 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 the data will be entities responsible for the operation of information systems, entities providing accounting and legal services, as well as all authorized institutions and authorities under applicable laws.
11. your data are not subject to automated decisions

12 For information regarding the processing of personal data concerning you, please contact: iod@um.krotoszyn.pl.

XIII. FINAL PROVISIONS

1. In matters not regulated by these Regulations, the provisions of applicable law shall apply.
2. Acceptance of the Regulations and the rental of a bicycle are tantamount to a statement of health condition that allows safe use of the bicycle, as well as the ability to ride and knowledge of the Highway Code.
3. The Operator also reserves the right to terminate the Agreement with 7 days' notice, in particular if the customer provides incorrect data during registration, does not make timely payments, does not comply with the Terms and Conditions, steals or damages the bicycle.
4. The Operator reserves the right to change the provisions of these Regulations. Information about the change will be sent to the e-mail address provided during registration or via notifications in the mobile application. Failure to return information about the non-acceptance of the change within 7 days of receipt of the information by the Customer means acceptance of the changes to the Terms and Conditions by the Customer.

Annexes to the regulations:

Appendix No. 1 Area and zones of operation of the KROTOWER system

Appendix No. 2 Table of fees and penalties

Appendix No. 3 Statement of parent/legal guardian

Appendix No. 4 Complaint form

Appendix No. 5 Return of funds form

Appendix No. 6 Withdrawal form

Appendix No. 1 Area and zones of operation of the KROTOWER system

I. KROTOWER-ROOVEE PARK Zones

1. market street plot no. 1586/1 51°41'45.3 "N 17°26'15.5 "E
2. Zamkowa St. plot no. 1694 51° 41' 31.4"N 17° 25' 54.5"E
3. PKS plot no. 737/12 51° 42' 03.8"N 17° 25' 53.5"E
4. sports hall plot no. 1409/3 51° 41' 49.7"N 17°26' 29.3"E
5. sports street plot no. 2635/1 51° 41' 56.9"N 17° 27' 19.2"E
6. Spokojna street dz. 6515/1 51° 42' 25.3"N 17° 25' 02.1"E
7. Slaska St. plot no. 3601/4 51° 41' 22.8"N 17° 26' 42.2"E
8. Mahle street dz. nr 2458/5 51° 42'24.4"N 17° 27' 18.4"E

II. KROTOWER operating zone



Appendix No. 2 Table of fees and penalties

Lp.	Title	Gross amount
1.	Initial fee (to be used for reimbursable rides)	PLN 10.00
2.	Minimum balance of funds to start the ride	PLN 3.00
3.	Charge for 1 minute of driving after the first 15 minutes	PLN 0.05
4.	Fee for 1 minute of stopping/pausing	PLN 0.05
5.	Additional fee for leaving a bicycle outside the KROTOWER-ROOVEE PARK zone	PLN 1.00
6.	Bonus for dropping off the bike standing outside the KROTOWER-ROOVEE PARK zone to the KROTOWER-ROOVEE PARK zone	PLN 1.00
7.	Penalty for leaving bicycle up to 20 km outside ORM operation zone	PLN 50.00
8.	Penalty for leaving bicycle more than 20 km outside ORM operation zone	2500.00 zł
9.	Penalty for stealing or damaging a bicycle	2500.00 zł
10.	Penalty for leaving a bicycle in a place other than a public place (including garages, tunnels, private property, closed cemeteries, basements, buildings, cars, forests, parks)	PLN 100.00
11.	Penalty for damaging or stealing the KROTOWER-ROOVEE PARK area	1000.00 zł
Charge for theft or destruction of individual Krotower items		
1.	Frame	20000.00 zł
2.	Dynamo	400.00 zł
3.	Front lamp	PLN 100.00
4.	Rear lamp	PLN 100.00
5.	ROOVEE LOCK CONTROL	1500.00 zł
6.	Steering wheel	300.00 zł
7.	Bell	PLN 50.00
8.	Pedal	PLN 100.00
9.	Basket	PLN 200.00
10.	Tire	400.00 zł
11.	Rim	400.00 zł
12.	Spoke	PLN 2.00
13.	Saddle	250.00 zł
14.	Bar	180.00 zł
15.	Fender	PLN 150.00
16.	Power cords, plugs	PLN 100.00

17.	Support	PLN 200.00
18.	Hub	350.00 zł
19.	Fork	350.00 zł
20.	Grabs	40.00 zł
21.	Handles	180.00 zł
22.	Brake levers	80.00 zł
23.	Crank	80.00 zł
24.	Phone holder	PLN 50.00
25.	Repair work (1h)	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's phone number

.....
.....
e-mail address of the 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 due to the minor's failure to comply with the Rules and Regulations, and I will cover the current liabilities specified in the Table of Fees and Penalties. 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,

(Name) (phone number)
I am submitting a complaint regarding renting a bicycle
number,

.....
(name of zone, exact address)

The bike was rented using the mobile app at, while the return
made at, by the zone/off zone, at:
.....

The total time of the ride/ride/pause/stay was.....I do not agree with the
charged
fee at, as

.....
(reason for complaint)

Appendix No. 5 Return of funds form

Return of funds

.....,,

(Name) (phone number) (email address)

I request a refund of the initiation fee paidon.....,
to account number

.....

(Place, date, legible signature)

Appendix No. 6 Withdrawal form

(place and date)

**CONTRACTING AUTHORITY
KROTOSZYN MUNICIPAL OFFICE**

CUSTOMER:

(name)

(mailing address)

**Declaration of withdrawal
from the Agreement**

I, the undersigned _____ (*name and surname*) hereby withdraw from the Agreement concluded between me and **the CONTRACTOR** on _____.

SIGNATURE