

## Terms and Conditions

### of the JSRM JASKółka

#### I. INTRODUCTION

1. This document specifies the principles and conditions for using the JSRM JASKółka System within the Jastrzębie Zdrój, which has its area of operation designated by the ROOVEE S.A., with its registered office at ul. Ryżowa 33a/7, 02-495 Warsaw in accordance with Appendix 1 to these Terms and Conditions.
2. These Terms and Conditions are available free of charge. This document can be accessed on [www.roover.jastrzebie.pl](http://www.roover.jastrzebie.pl) and via the dedicated ROOVEE app.
3. The operator of the ROOVEE System is ROOVEE S.A., with its registered office at ul. Ryżowa 33a/7, 02-495 Warsaw, [office@roovee.eu](mailto:office@roovee.eu).
4. By using the JSRM JASKółka, the Client confirms that he/she has read these Terms and Conditions, accepts their provisions, and will comply with them.

#### II. DEFINITIONS

1. **Mobile app** – an app distributed by ROOVEE S.A., designed for installation on mobile devices running on an iOS or Android operating system allowing, i.a., the rental and return of bicycles and payment for rental/ride according to the Table of Fees and Penalties, which constitutes Appendix 2 to these Terms and Conditions.
2. **Customer Service** – a service which involves receiving applications concerning the ROOVEE System by phone, on 88 77 66 833, by e-mail to [bok@jastrzebie.bike](mailto:bok@jastrzebie.bike)
3. **Ride/rental time** – the time between the renting out and returning of a JSRM JASKółka bicycle.
4. **Security measures** – all actions taken in relation to the Client should he/she violate the Terms and Conditions of the JSRM JASKółka System. These measures might involve, in particular, suspending the account, contacting the Client, and sending calls for payment when the funds on the Client's Account are insufficient to cover the costs incurred as a result of using the System. If the Client refuses to pay the amounts due, it also means enforcing payment. All cases of theft and damage to property in the JSRM JASKółka System will be notified to the relevant authorities.
5. **Client ID** – a personalised sequence of numerical characters specified by the Client during the registration process. The Client ID is necessary to authorise the rental and return of the bicycle and to contact Customer Service.

6. **Client** – a natural person using the ROOVEE System who has concluded an appropriate agreement.
7. **Operator** – ROOVEE S.A, providing services connected with the operation of the ROOVEE System in the Jastrzębie Zdrój with its registered office at ul. Ryżowa 33a/7, 02-495 Warsaw
8. **Initial fee** – a one-time fee allowing the use of the JSRM JASKółka System. The minimum account balance is specified in the Table of Fees and Penalties.
9. **Charged fee** – the fee charged for the Bicycle rental.
10. **Processing fee** – the fee collected when additional costs are incurred in connection with the invalid return of the bicycle by the Client.
11. **Additional fee** – the fee charged for using bicycles and system infrastructure in way inconsistent with the terms and conditions.
12. **BM online payment** – the Blue-Media online-payment system which can be used to make payments in the JSRM JASKółka System. The BM system is operated by BLUE MEDIA S.A., with its registered office in Sopot, 81-717 Sopot, ul. Powstańców Warszawy 6, entered in the Register of Entrepreneurs kept by the District Court Gdańsk-Północ in Gdańsk, 8th Commercial Division of the National Court Register under KRS number 0000320590, NIP[Tax ID]: 585-13-51-185, REGON [business activity type]: 191781561,
13. **Stopover/pause** – the pausing of a ride on the mobile app of JSRM JASKółka user, and by manually closing the ROOVEE LOCK CONTROL.
14. **Client Account** – the Client’s individual account in the ROOVEE System, which is credited and debited for the use of the system in accordance with the Table of Fees and Penalties.
15. **Terms and Conditions** – these terms and conditions define the types, scope, rules and conditions for using the ROOVEE System in the Jastrzębie Zdrój, and also the scope of the rights, responsibilities and potential liability of both the Operator and the Client. Accepting these Terms and Conditions, and complying with all their provisions, is necessary to use the ROOVEE System in the Jastrzębie Zdrój as well as obligatory in the ROOVEE-System registration process. The Client concludes an agreement with the Operator upon accepting the Terms and Conditions, completing the registration process, and paying the Initial Fee in the ROOVEE System.
16. **Reservation** – the reservation of a selected bicycle available on the mobile app.
17. **ROOVEE LOCK CONTROL** – a security device for a bicycle (equipped with the ROOVEE electronic module) conducting the process of renting out and returning the bicycle, controlling the lights on the bicycle, and monitoring its location (GPS, Accelerometer),
18. **Rack** – a fixture in the JSRM JASKółka-ROOVEE PARK zone.
19. **The JSRM JASKółka operation zone** – a designated area of the City within which the ROOVEE System may be used.
20. **JSRM JASKółka-ROOVEE PARK Zone** – a designated area (in which the user can rent or return a bicycle. Information on bicycle zones is available on [www.rower.jastrzebie.pl](http://www.rower.jastrzebie.pl) and on the ROOVEE Mobile App.

21. **ROOVEE System** – a self-service bicycle-rental system involving bicycles, software, JSRM JASKółka-JSRM JASKółka-ROOVEE PARK zones, the ROOVEE mobile app, and ROOVEE LOCK CONTROL.
22. **Table of Fees and Penalties** – the price list for services and charges for the ROOVEE System in the Jastrzębie Zdrój, binding on the Client, which constitute Appendix 2 to the Terms and Conditions, and is available on the website [www.rower.jastrzebie.pl](http://www.rower.jastrzebie.pl)
23. **Telecode** – four-digit identification number allowing to rent a bike without an application.
24. **Information Board** – the element of the JSRM - ROOVEE PARK.
25. **Agreement** – an agreement concluded between the Client and the ROOVEE System Operator, setting out the mutual rights and responsibilities, as specified in the Terms and Conditions. An agreement which includes the provisions of the Terms and Conditions is automatically concluded upon the Client's registration in the ROOVEE System for the Jastrzębie Zdrój, provided that the Client both submits a declaration on accepting the Terms and Conditions and has paid the Initial Fee.
26. **Bicycle rental** – an operation performed using the Mobile App available for download on [www.rower.jastrzebie.pl](http://www.rower.jastrzebie.pl) using the QR code located on the bicycle, via Telecode or SMS.
27. **End of rental** – an operation involving the manual closing of the ROOVEE LOCK CONTROL and leaving the bicycle in a public place, excluding any locations without mobile network and GPS coverage. In particular, it is not allowed to return or store bicycles inside buildings, on private property, in underground or including garages, basements, tunnels, or cars, closed cemeteries, basements, cars, forests, parks
28. **Ordering Party** – the Jastrzębie Zdrój.
29. **Returning a bicycle outside the zone** – returning a bicycle outside the designated zone of JSRM JASKółka-ROOVEE PARK.
30. **Returning a bicycle inside the zone** – returning a bicycle inside the designated zone of JSRM JASKółka-ROOVEE PARK.

### III. THE GENERAL TERMS AND CONDITIONS OF USE OF THE JSRM JASKółka SYSTEM

1. To use the JSRM JASKółka System, go to [www.rower.jastrzebie.pl](http://www.rower.jastrzebie.pl) download and install the mobile app, register in the JSRM JASKółka System by providing the required and correct personal data, accept the provisions of these Terms and Conditions, and pay the initial fee indicated in the Table of Fees and Penalties.
2. To register, the Client must have an active e-mail account, an active phone number and a phone with access to the Internet running on Android or iOS in a version specified in the Google Play store or App Store.
3. The Operator provides the latest version of the Application running on the Android or iOS operating systems. For the application to work properly, the latest version should be installed at all times.

4. The Client rents a bicycle from the Operator under these Terms and Conditions. The Client shall comply with these Terms and Conditions, and in particular pay the charges in accordance with the Table of Fees and Penalties, use the bicycle in compliance with these Terms and Conditions, and report any defects via the application or by e-mail to [bok@jastrzebie.bike](mailto:bok@jastrzebie.bike)
5. From the time of renting out to its return, the Client shall take full responsibility for the bicycle, except for the circumstances provided for in 9.
6. Should the bicycle be stolen while it is being rented, the Client shall immediately report this fact to the Customer Service phone number 88 77 66 833. The Client shall also promptly report it to the closest Police or City Guard station. If the rented bicycle has been inadequately secured, the Client will be liable for its being stolen, especially if he/she has failed to manually close the ROOVEE LOCK CONTROL.
7. The Client may rent 5 bicycles at a time.
8. The Operator allows the installation of the Client's own child seat on JSRM JASKółka. The Client shall be responsible for the installation of, and all potential damage caused in connection with, the installation and use of the seat.
9. Underage persons, or persons at least 13 but below 18 years of age, or other persons who have limited legal capacity, must submit to the Ordering Party a written consent from their parent (legal guardian) or legal representative to conclude the Agreement, along with an appropriate declaration constituting Appendix 3 to these Terms and Conditions on accepting responsibility for potential damage, in particular in connection with the non-performance or improper performance of this Agreement. The consent and declarations must contain the signature of the person submitting the appropriate declarations. The Ordering Party reserves the right to verify the authenticity of the submitted declarations. The declaration must be submitted in electronic (scanned) form to the address [bok@jastrzebie.bike](mailto:bok@jastrzebie.bike). After verification, the Agreement is considered to have been concluded, and the underage person may access the Mobile App. Neither the Ordering Party nor the Operator shall be responsible for the provision of false data by persons with limited legal capacity. A template of the appropriate declaration is available on [www.rower.jastrzebie.pl](http://www.rower.jastrzebie.pl)
10. The Client may use the rented bicycle within the Jastrzębie Zdrój in the designated area, which is specified in Appendix 1 to these Terms and Conditions. This area is also shown on [www.rower.jastrzebie.pl](http://www.rower.jastrzebie.pl) and on the mobile app.
11. Stopovers are included in the rental time and added to the final charge, in accordance with the Table of Fees and Penalties.
12. Bicycle reservation is voluntary and enables the Client to book the selected bicycle. The reservation time is 10 minutes, and is not included in the bicycle rental time. If the Client fails to rent the bicycle within 10 minutes from making the reservation, it is automatically cancelled. Reservation is free.

#### IV. RESPONSIBILITY

1. The Client shall use the bicycle in accordance with these Terms and Conditions, their purpose, and the Traffic Code.
2. The JSRM JASKÓŁKA System bicycles must not be used by persons under the influence of alcohol, intoxicants, psychoactive substances or narcotic-replacement drugs, within the meaning of the regulations on counteracting drug addiction, and medicines affecting the ability to ride or drive.
3. The Client shall return the rented bicycle in the same condition as at the time of renting.
4. After rental, the Client shall verify the technical condition of the bicycle. If any damage is found, the Client should immediately report the issue via the Mobile App using the "Report a problem" option.
5. If the problem is found while the bicycle is in use, the Client must report this fact as soon as possible via the Customer Service, and return the bicycle to the JSRM JASKÓŁKA-ROOVEE PARK Zone.
6. From the time of renting out to its return to the JSRM JASKÓŁKA-ROOVEE PARK Zone, the Client shall be responsible for the bicycle, and shall take any reasonable actions to prevent bicycle damage, destruction or theft.
7. The Client must not lend the bicycle to third parties.
8. Should the Client provide the bicycle for use by third parties during the rental period, and in breach of these Terms and Conditions, he/she shall remain liable, in particular, for its damage or theft, until the bicycle is returned to the JSRM JASKÓŁKA-ROOVEE PARK Zone.
9. Should the bicycle be improperly returned, particularly by failing to close the ROOVEE LOCK CONTROL, the Client shall bear the costs of the continuing rental and shall be responsible for the potential theft or damage of the bicycle.
10. If there are any problems with returning the bicycle, the Client shall contact the Customer Service.
11. The Client shall cover all penalties, tickets and fines imposed on him/her in connection with the use of the bicycle, in breach of the currently binding legal regulations, as well as these Terms and Conditions.
12. In the event of damage to the ROOVEE System infrastructure (bicycles, racks or information boards), the Client shall cover all the repair costs. The Client shall receive a bill or a VAT invoice for the relevant repairs, in accordance with the Table of Fees and Penalties. The funds needed to cover the costs of damage may be collected from the Client's account without additional permission.
13. It is forbidden for Clients to transport bicycles by car or other means of transport belonging to private persons.
14. Should the Client intentionally destroy or damage the infrastructure of the ROOVEE System, the relevant law enforcement bodies will be notified, and the person responsible for the damage shall be held liable for all the resulting costs.

15. The Client shall bear full liability for any potential damage resulting from the non-performance or improper performance of the Agreement.
16. The Client may rent the bicycles only for private use.
17. The Clients shall use the bicycles and the app in accordance with their purpose, in a manner which does not interfere with their operation, while respecting the personal rights of third parties. They shall also use all services provided via the app within the limits of the permitted use.
18. It is strictly forbidden to use bicycle on way inconsistent with the terms and conditions, in particular: exceeding the maximum load capacity, using the bike in more than the permitted number of people, riding a bicycle under high curbs with high speed, using bicycle for freestyle ride, using a bicycle outside the permitted areas (f.ex. on skateparks), using a bicycle with the risk of its damage. For breaking terms and conditions Customer will be charged according to terms and conditions Annex 2.

## **V. CLIENT REGISTRATION**

1. To register, the Client must install the app and complete the authorisation process by providing the data marked as obligatory, i.e. the e-mail address and mobile phone number.
2. Registration requires an active e-mail address.
3. During the registration process, and when using the ROOVEE System, the Client shall provide correct data, and keep his/her password, telecode and login secret from third parties.
4. The registration shall only be valid if correct data are provided, and these Terms and Conditions are accepted. Data are provided on a voluntary basis but are necessary to use the ROOVEE System.
5. The Operator reserves the right to introduce technical modifications in the user registration and service provision processes.
6. If it is revealed that the Client's use of the ROOVEE infrastructure does not comply with the Terms and Conditions, the Operator and the Ordering Party may block the Client's account. In such cases, re-registration shall only be possible if the Operator provides the prior consent to doing so.
7. The Operator and the Ordering Party reserve the right to contact the Client for the purposes of implementing the Agreement.
8. Personal data, address data and contact data are required during the process of identifying the Client in the ROOVEE System.

## **VI. PAYMENT METHODS**

1. Payments for the ROOVEE System use are made using the BM Online Payment system.

2. The Client pays the initial fee, and all fees resulting from the Table of Fees and Penalties, through the wallet module in the app.
3. When making payment, the Client should read and accept the Terms and Conditions relating to the BM Online Payment function.
4. Any claims and complaints from Clients, connected with the provision of payment services, or the operation of the System, shall be directed to the service provider of the System – BLUE MEDIA S.A., with its registered office in Sopot, 81-717 Sopot, ul. Powstańców Warszawy 6, entered in the Register of Entrepreneurs kept by the District Court Gdańsk-Północ in Gdańsk, the 8th Commercial Division of the National Court Register under KRS number 0000320590, NIP[Tax ID]: 585-13-51-185, REGON [business activity type]: 191781561, share capital PLN 2,000,000.

## VII. RENTING AND RETURNING BICYCLES

1. Renting a bicycle is allowed when the Client has an active account and has paid the initial fee.
2. The fee is charged for rental/reservation time, including stopovers in accordance with the Table of Fees and Penalties, until the bicycle is returned to the JSRM JASKółka-ROOVEE PARK area. If the funds on the Client's account are insufficient, the Client is not required to stop the rental, but the resulting difference (underpayment) must be paid within 7 days. If it is not paid within the indicated deadline, the Operator shall initiate a procedure to collect the amount due.
3. The bike rental is activated after launching the app on a mobile device and scanning the QR code on the handlebar or on the ROOVEE LOCK CONTROL device. After the QR code has been correctly scanned, the app releases the ROOVEE LOCK CONTROL. It is allowed to rent a bike also with telecode, after contact with Customer Service, or via SMS „start bike\_number” sending on +48539569930 phone number. Rental time, charged in accordance with the Table of Fees and Penalties, begins when ROOVEE LOCK CONTROL is released.
4. Pursuant to Chapter IV paragraph 4, the Client shall verify the technical condition of the bicycle before starting to ride. If any damage is found, the Client should immediately report the issue via the Mobile App, using the “Report a problem” option, also to desist of renting a bike. The Client is responsible for any potential damage resulting from riding a damaged bicycle.
5. Before placing the mobile phone in the phone holder, the Client is obliged to check the technical condition of the holder and the completeness of its elements.
6. The basket installed in front of the bicycle is designed and adapted to carry lightweight items. The maximum load handled by the basket is 5 kg. The Client is responsible for any damage resulting from the inappropriate use of the basket, as well as damage to and loss of the transported items.



7. The maximum load carried by the bicycle is 120 kg.
8. The bicycle is designed to be used by 1 person only.
9. In the event of any problems with the bicycle rental, the user shall contact Customer Service.
10. No fee is charged for returning the bicycle to the JSRM JASKÓŁKA-ROOVEE PARK area.
11. If the bicycle is returned outside the JSRM JASKÓŁKA-ROOVEE PARK area, the Client shall pay an additional fee of PLN 6.00.
12. If the bicycle is left up to 20 km outside the area of operation of the JSRM JASKÓŁKA System, the Client shall pay an additional fee of PLN 6000. Should the said distance be exceeded, the Client shall pay a penalty of PLN 2500.00. For any damage, or theft of the bicycle, if the bike is left outside the JSRM JASKÓŁKA System Operation Zone, the Client is responsible to the full amount.
13. Returning the bicycle means closing the ROOVEE LOCK CONTROL device and leaving the bicycle in a public place, excluding any locations without mobile network and GPS coverage in the JSRM JASKÓŁKA System Operation Zone. In particular, it is not allowed to return or store bicycles inside buildings, on private property, in underground or including garages, basements, tunnels, or cars, closed cemeteries, basements, cars, forests, parks.
14. If the ROOVEE LOCK CONTROL cannot be closed, the Client must contact Customer Service. In the case of non-report, for any possible damage or theft of the bicycle, the Client is responsible to the full amount.
15. Should the bicycle be incorrectly returned, particularly without closing the ROOVEE LOCK CONTROL, the Client shall pay a fee in accordance with the Table of Fees and Penalties. The Client have full responsibility for the incorrectly returned bike, until the ROOVEE LOCK CONTROL device is properly closed or the bicycle is parked in a place that is allowed in the JSRM JASKÓŁKA System Operation Zone.
16. If an accident or collision occurs during the use of the rented bicycle, the Client shall prepare an appropriate report regarding the incident, or call the Police. The Client shall immediately notify the Operator of such situations.

## **VIII. PROBLEMS AND REPAIRS**

1. The Client shall immediately report any problems with the bicycle via the app, using the "Report a problem" module, or by contacting Customer Service directly. In case of non-report, the Customer may be charged for subsequent costs of its repair.
2. The Client is not authorised to perform any repairs or make any modifications to the rented vehicle. The only entity authorised to do so is the Operator.
3. It is recommended that the Client should be able to contact Customer Service (by phone or e-mail) during the use of the rented bicycle.

## **IX. FEES**



1. All fees are charged in accordance with the Table of Fees and Penalties, which, pursuant to the provisions of these Terms and Conditions, forms Appendix 2.
2. The fees for the use of the rented bicycle vary, and depend on the rental/pause time.
3. The basis for charging the fee is the number of minutes of rental, calculated from the time the bicycle is rented out to the time it is correctly returned.
4. If the fees to be paid for the ride are higher than the funds available on the Client's account, in accordance with the provisions of Chapter 7 paragraph 2, the Client shall add funds to the account to achieve a balance of PLN 0.00 within 7 days.
5. No fees paid to the Operator's account during the term of the Agreement shall be returnable, and all such funds shall be used to rent bicycles in the ROOVEE System.
6. Subscription „Monthly 8h” including 16 free minutes per day for a period of month. Subscription it does not accumulate with the standard free ride time, every minute over 90 minutes is always standard-charged.

## **X. COMPLAINTS**

1. A complaint is defined as the Client's e-mail message sent to [bok@jastrzebie.bike](mailto:bok@jastrzebie.bike) requesting the return of the fee, due to the non-performance or improper performance of the Rental Service by the Operator, within a maximum of 14 days from the incident's being the subject of the complaint.
2. Complaints shall be processed immediately, but no later than within 21 days from the day of their receipt or supplementation. If the complaint needs to be supplemented, this period shall begin on the day of the serving of all supplementary documents, explanations etc. If supplementation is necessary, the Operator shall indicate the scope of the documentation to be supplemented.
3. The Client shall receive an appropriate answer, on the e-mail address provided during registration or indicated in the complaint.
4. The complaint must contain the Client's full name, e-mail address, mobile phone number, a detailed description of the situation and information (evidence) confirming the occurrence of the described situation.
5. If there are no identification data, such as the full name, e-mail address or phone number, the Operator shall not process the complaint.
6. Submitting a complaint does not release the Client from fulfilling his/her obligations towards the Operator.
7. Considering the complaint involves identifying the problem, performing a detailed analysis of its validity, and issuing a decision.
8. The Client can appeal against the decision issued by the Operator within 14 days from receiving the decision. Appeals should also be sent to [bok@jastrzebie.bike](mailto:bok@jastrzebie.bike) Appeals shall be considered within 21 days from their receipt. The Client has the right to apply for

reconsideration of the case which is the subject of the decision issued as a result of the complaint, or appeal against it to the Jastrzębie Zdrój.

9. After exhausting the complaint procedure, the Client shall have the right to seek compensation in court for the non-performance or improper performance of the Service.
10. The Operator shall be responsible for the non-performance or improper performance of the service in relation to actual loss sustained, and shall not take into account the loss of profits.
11. For complaints resolved in favour of the Client, a refund will be credited to the account specified by the Client within 14 days of the Client's being notified of the decision.

## **XI. WITHDRAWAL**

1. The Client has the right to withdraw from the Agreement within 14 days without stating the reason for this decision. This time limit is considered to have been observed if the Client submits an appropriate statement setting out his/her decision to withdraw from the agreement to [bok@jastrzebie.bike](mailto:bok@jastrzebie.bike) before its expiration.
2. The Client shall not be entitled to withdraw from the agreement in particular after the performance thereof.
3. The Client shall have the right to terminate the Agreement at any time during the term thereof. The termination form should be sent to [bok@jastrzebie.bike](mailto:bok@jastrzebie.bike). Termination of the agreement shall take place within 14 days of the receipt of the notice of termination. Before giving notice, the Client is obliged to settle his/her balance on the settlement account to a balance equalling PLN 0.00.
4. If on the day of termination of the Agreement the balance exceeds PLN 0.00, this amount will be returned to the bank account number provided by the Client. The refund will be provided within 21 days from the date of terminating the Agreement.

## **XII. PERSONAL DATA PROTECTION**

1. The Controller of Personal Data processed within the ROOVEE System is ROOVEE S.A., with its registered office at ul. Ryzowa 33a/7, 02-495 Warsaw.
2. The Ordering Party, acting as a Controller of Personal Data of natural persons registering in the system for the purpose of using the ROOVEE System, entrusts personal data to the Operator.
3. The Operator shall process the personal data in accordance with the law in force, including in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (The General Data-Protection Regulation), the Polish Act on the

Protection of Personal Data, and the provisions of the Agreement concluded between the Parties, and with due diligence observed.

4. Personal data shall be processed by the Operator for the purpose of aiding the operation of the ROOVEE System within the Jastrzębie Zdrój.
5. The Operator protects Users' data by meeting the requirements imposed by the laws in force.
6. Personal data shall be processed solely for the purposes of implementing the Agreement and operating the ROOVEE System, and may be provided to other entities cooperating exclusively under the laws in force, and in connection with this Agreement.
7. The Ordering Party and the Operator shall apply the appropriate technical and organisational measures to protect personal data from being disclosed to or collected by unauthorised parties, and from the unlawful processing, loss, damage, or destruction of the data.
8. Personal data shall be processed in order to implement the Agreement (pursuant to Article 6(1)(b) of Regulation 2016/679), respond to queries and requests, and provide technical assistance, and the grounds for such processing shall be the legitimate interests of the Controller (pursuant to Article 6 (f) of Regulation 2016/679).
9. Data on the location of a device shall be processed to provide the user with information on bicycle rental stands, and to display the route to the nearest available bicycle on the basis of the consent (pursuant to Article 6(1)(a) of Regulation 2016/679) for the purpose of establishing or, where appropriate, exercising/defending legal claims (pursuant to Article 6(f) of Regulation 2016/679).
10. The Data Controller hereby informs you that your personal data will be stored for a period necessary to implement the Agreement, or for the duration of the legitimate interests of the Controller, and, upon the expiry of such a period, for the purposes and duration required by the applicable laws, or to secure legal claims, if any. The Data Controller hereby informs you that any data processed on the basis of the consent shall be processed until the said consent is revoked, and afterwards for the purposes, duration, and to the extent required by the laws in force, or to secure legal claims, if any.
11. In connection with data processing, the Data Controller hereby informs you that you have the right to access, rectify or erase your data, and to revoke your consent voluntarily and at any time, as well as to restrict the data processing, or to transfer data. Furthermore, you have the right to object to the processing of your personal data on the grounds of a legitimate interest of the Controller. You have the right to lodge a complaint with a supervisory authority if, in your opinion, the data processing is infringing the provisions of Regulation 2016/679.
12. The provision of data is voluntary but it constitutes a condition for the conclusion and implementation of the agreement. Your refusal to provide your personal data shall render the conclusion and implementation of the agreement impossible.

13. The recipients of data shall be entities which manage computer systems, and provide accounting and legal services, as well as any institutions and entities authorised under the laws in force. Your data shall not be subject to automated decision-making and/or profiling. Your data shall not be transferred to any third countries.
14. For information on the processing of personal data of which you are the subject, please contact the Personal Data Protection Officer email: [iod@roovee.eu](mailto:iod@roovee.eu)

### **XIII. FINAL PROVISIONS**

1. In any matters not covered by these Terms and Conditions, the provisions of the law in force shall apply.
2. By accepting these Terms and Conditions, as well as by renting a bicycle, you confirm that your state of health allows you to use the bicycle safely, and that you can ride bicycles and are familiar with the Traffic Code.
3. The Operator reserves the right to terminate the Agreement subject to a 7-day notice period, in particular where the Client has provided incorrect data on registration, is delaying on payments, is not abiding by the Terms and Conditions, or has stolen or damaged a bicycle.
4. The Operator reserves the right to amend the provisions of these Terms and Conditions, and any such amendment shall be communicated in an e-mail sent to the address which the Client has provided on registration, and/or via a push notification in the mobile app. If, within 7 days of being notified, the Client fails to respond back declaring his/her non-acceptance of the amendment, it shall be deemed accepted by the Client.

### **Appendices to the Terms and Conditions**

Appendix 1. The JSRM JASKÓŁKA System Operation Zone

Appendix 2. Table of Fees and Penalties

Appendix 3. Declaration by the Parent/Legal Guardian

Appendix 4. Complaint Form

Appendix 5. Refund Form

**Appendix 1. The JSRM JASKÓŁKA System Operation Zone**

**I. JSRM JASKÓŁKA-ROOVEE PARK areas**

<b>Lp.</b>	<b>LOKALIZACJA STREFY JASKÓŁKA-ROOVEE PARK</b>	<b>NAZWA STACJI STREFY JASKÓŁKA- ROOVEE PARK</b>
1	al. Jana Pawła II	HALA SPORTOWA
2	al. Piłsudskiego	OSIEDLE GWARKÓW
3	al. Piłsudskiego	OSIEDLE PIONIERÓW
4	al. Piłsudskiego	URZĄD MIASTA
5	al. Piłsudskiego	KLUB KAKTUS
6	ul. 11 Listopada	URZĄD SKRBOUY
7	ul. Witczaka	PARK ZDROJOWY
8	ul. Witczaka	KĄPIELISKO ZDRÓJ
9	ul. Broniewskiego	DWORZEC AUTOBUSOWY
10	ul. Kusocińskiego	PRZYSTANEK
11	ul. Cieszyńska	PRZYSTANEK
12	ul. Wielkopolska	SZKOŁA
13	ul. Podhalańska	RONDO
14	ul. Podhalańska	DWORZEC AUTOBUSOWY
15	ul. Poznańska	SZKOŁA
16	ul. Zielona	OSIEDLE ARKI BOŻKA
17	ul. Turystyczna	OSIEDLE BARBARY
18	ul. Pszczyńska	RONDO
19	ul. Pszczyńska	POWIATOWY URZĄD PRACY
20	ul. Łowicka	OSIEDLE PIONIERÓW

## II. The JSRM JASKółka Operation Zone



## Appendix 2. Table of Fees and Penalties

Item	Name	Gross amount
1.	Deposit	10.00 PLN
2.	The minimum account balance allowing a bicycle ride	3.00 PLN
3.	One minute of ride (over first 20 minutes)	0.03 PLN
4.	Fee for 1 minute of stopover/pause (over first 20 minutes)	0.03 PLN
5.	Additional sanction for leaving the bike outside the JSRM JASKÓŁKA-ROOVEE PARK area	6.00 PLN
6.	Bonus for returning the bicycle from outside the JSRM JASKÓŁKA-ROOVEE PARK zone back to the zone	2.00 PLN
7.	Penalty for leaving the bicycle up to 20 km outside the JSRM JASKÓŁKA System zone	60.00 PLN
8.	Penalty for leaving the bicycle over 20 km outside the JSRM JASKÓŁKA System zone	2500.00 PLN
9.	Penalty for bicycle theft or damage	2500.00 PLN
10	Penalty for leaving the bicycle in a non-public places, areas (including garages, tunnels, private properties, closed cemeteries, basements, buildings, cars, forests, parks)	100.00 PLN
11	Penalty for the damage or theft of a bicycle from the JSRM JASKÓŁKA-ROOVEE PARK zone	1000.00 PLN
<b>Charges for the damage of theft of individual JSRM JASKÓŁKA components</b>		
1	Frame	400.00 PLN
2	Dynamo	200.00 PLN
3	Front light	50.00 PLN
4	Rear light	50.00 PLN
5	ROOVEE LOCK CONTROL	500.00 PLN
6	Handlebars	100.00 PLN
7	Bell	20.00 PLN
8	Pedal	50.00 PLN
9	Basket	100.00 PLN
10	Tyre	200.00 PLN
11	Rim	200.00 PLN
12	Spoke	1.00 PLN
13	Saddle	150.00 PLN
14	Saddle pillar	80.00 PLN
15	Mudguard	50.00 PLN
16	Cables, connectors	50.00 PLN
17	Kickstand	100.00 PLN



18	Wheel hub	150.00 PLN
19	Fork	150.00 PLN
20	Grips	20.00 PLN
21	Shifters	80.00 PLN
22	Brake lever	40.00 PLN
23	Chainset	40.00 PLN
24	Phone holder	50.00 PLN

### Appendix 3. Declaration by the Parent/Legal Guardian

#### Declaration (by the parent/legal guardian)

I, the undersigned, hereby give my consent for my child (minor)

.....

....

Full name of the child

.....

.....

Full name of the guardian

.....

.....

Telephone number of the guardian

.....

.....

E-mail address of the guardian

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

I accept the Terms and Conditions, and declare that I assume full responsibility for any potential damage caused, in particular in connection with the minor's non-compliance with the Terms and Conditions, and that I shall cover all the current liabilities specified in the Table of Fees and Penalties. I shall also provide funds for my child's (minor's) account in the ROOVEE System via the mobile app.

.....

Place, date, legible signature of the parent (guardian)

## Appendix 4. Complaint Form

### Complaint

..... (Full name) (telephone number)

I am submitting a complaint regarding the rental of bicycle number / from

.....

(name of the zone, detailed address)

I rented the bicycle via the mobile app at (hour)....., and

returned it at (hour) ..... in the zone

..... or outside the zone

.....

The total ride/rental/pause/stopover time was ..... I do not agree with the charged amount of ....., because

.....

.....

..

(Reason for the complaint)

## Appendix 5. Refund form

### Refund

..... (Full name) (telephone number) (e-mail address)

I hereby apply for the refund of the initial fee paid on ..... transaction ID .....