

## TERMS AND CONDITIONS OF THE SUWER CITY BIKE SYSTEM

### I. PREAMBLE

1. These Rules define the conditions and principles of using the SUWER urban bicycle system by customers, which operates in the area designated by the City of Suwałki, ul. Mickiewicza 1, 16-400 Suwałki according to Annex No. 1 to the Rules.
2. These Terms and Conditions are available free of charge. Customers can familiarise themselves with it on the website: <https://www.suwer.pl> and in the dedicated ROOVEE application, as well as on the websites of the Suwałki Municipal Office: [www.um.suwalki.pl](http://www.um.suwalki.pl) and the Suwałki Roads and Greenery Authority: [www.zdiz.suwalki.pl](http://www.zdiz.suwalki.pl).
3. The operator of the SUWER system is ROOVEE S.A, ul. Ryzowa 33a/7, 02-495 Warsaw, [office@roovee.eu](mailto:office@roovee.eu).
4. By using the SUWER urban bicycle system the Customer confirms that he/she has familiarised himself/herself with the content of the Rules and accepts their provisions and undertakes to comply with them.

### II. DEFINITIONS

1. **Mobile** application - an application distributed by ROOVEE S.A. to be installed on iOS and Android mobile devices allowing, among others, to rent and return the bicycle and to make the payment for the rental/trip according to the Table of charges, which constitutes attachment No. 2 to the Rules.
2. **Customer Service** - a service for receiving requests concerning the SUWER system, by telephone at 88 77 66 833, 7 days a week 24 hours a day (during the period of operation of the SUWER system), in addition by e-mail at: [bok@roovee.eu](mailto:bok@roovee.eu) or via or mobile app.
3. **Riding/rental time** - time counted from the moment of rental to the moment of return of the SUWER bike.
4. **Protective actions** - all actions, which are undertaken in relation to the Customer in case of violation of the Rules of the SUWER urban bike sharing system. These actions may in particular include the suspension of the account, contact with the Customer, requesting the System Operator to settle the amount due, when the funds on the Customer's account do not allow to cover the costs arising from the use of the System. If the Customer does not voluntarily pay the amount due, the System Operator and/or the Customer will enforce the payment. All cases of theft and destruction of SUWER system property will also be reported to the relevant authorities.
5. **Customer ID** - a personal set of characters in numerical form, which is also the telephone number given during registration. The identifier is necessary when authorising the rental and return of the bicycle and when contacting the Customer Service.



6. **Customer** - an individual using the SUWER system by entering into the relevant contract.
7. **Operator** - ROOVEE S.A, providing services related to the operation of the SUWER system in the city of Suwałki.
8. **Initial fee** - a one-off payment to allow you to use the SUWER system. The minimum balance on your account is set out in the Table of Fees. 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 the bicycle, collected from the Customer's account in the SUWER system.
10. **Handling fee** - a fee charged at the time of incurring additional costs related to the incorrect return of the bicycle by the Customer, from which the Customer is entitled to submit a complaint within 14 days.
11. **Penalty fee** - funds collected at the time of ascertaining the occurrence of actions inconsistent with the SUWER or ROOVEE Regulations (which can be found at <http://roovee.eu/downloads/regulamin.pdf>), destruction and theft of a bicycle or any part of the infrastructure belonging to the City of Suwałki. The detailed amount of fees can be found in the Table of Fees attached as Annex 2 to these Regulations. The customer has the right to lodge a complaint against the penalty charge within 14 days.
12. **Additional charge** - a charge levied when the first 30 minutes of bicycle use is exceeded, when the bicycle is returned outside the designated bicycle stations, when the bicycle is not used for its intended purpose, when the bicycle is left in an unauthorised place, when the bicycle is transported by third parties in a manner contrary to the Rules.
13. **Online Payments** - Autopay payment system, by means of which the Customer may make payments in the SUWER system. The operator of the Autopay system is Autopay S.A. with the registered office in Sopot, 81-717 Sopot, ul. Powstańców Warszawy 6, registered in the register of entrepreneurs kept by the District Court Gdańsk-Północ in Gdańsk, 8th Commercial Division of the National Court Register under KRS no. 0000320590, NIP no.: 585-13-51-185, REGON no.: 191781561. In the Autopay payment system, it is possible to make payments by traditional bank transfer, credit card, Blik and Pay-By-Link.
14. **Stop/pause** - pausing the ride in the SUWER mobile application and by manually closing ROOVEE LOCK CONTROL. Stopping the ride by closing ROOVEE LOCK CONTROL and activating the stop/pause does not stop the bicycle rental charge, the stop/pause is included in the rental time.
15. **Customer's account** - Customer's individual account in the SUWER system, where credit and debit transactions for the use of the system are carried out in accordance with the Table of Charges.
16. **Regulations** - these regulations define the types, scope, principles and conditions of using the SUWER system in the city of Suwałki, as well as the rights, obligations and possible liability of the Operator and the Client. Acceptance of these Regulations and meeting all conditions is a prerequisite for using the SUWER system in the SUWER system area (including renting SUWER) and is also a necessary condition for registration in the SUWER system. The Client enters into an agreement with the Operator upon acceptance of the Regulations, registration and payment of the initial fee for the SUWER system operating in the city of Suwałki.
17. **Booking** - booking a selected SUWER bike available in the Mobile Application.



18. **ROOVEE LOCK CONTROL** - a bicycle security device (equipped with ROOVEE electronic module) implementing the process of: renting and returning the bicycle, controlling the lighting on the bicycle, and monitoring the position of the bicycle (GPS, accelerometer).
19. **Stand** - an element of a designated bicycle station.
20. **SUWER system operation area** - the designated area in which the SUWER system operates. This area includes the administrative boundaries of the city of Suwałki.
21. **Bicycle stations** - a designated area where the user can rent or return a rented bicycle (standard, tandem, electric) at no extra charge. Information about designated bicycle stations can be found in Appendix 1, the ROOVEE Mobile App and on <https://www.suwer.pl>. Information about designated bicycle stations can also be found at: [www.um.suwalki.pl](http://www.um.suwalki.pl), [www.zdiz.suwalki.pl](http://www.zdiz.suwalki.pl) and on information totems.
22. **SUWER system** - self-service bicycle rental system (the so-called urban public bicycle system in Suwałki), consisting of: bicycles, software, designated bicycle stations, ROOVEE mobile application, website <https://www.suwer.pl> and ROOVEE LOCK CONTROL.
23. **Table of Fees** - the price list of services and fees of the SUWER System applicable to the Customer, which is attached as Annex 2 to the Regulations and available on the website <https://www.suwer.pl>.
24. **Telecode** - a four-digit number that allows you to rent a bike without using the Mobile Application.
25. **Information Totem** - element of a designated cycle station.
26. **Agreement** - an agreement concluded between the Client and the SUWER system Operator, setting out the mutual rights and obligations specified in the Regulations. An agreement including the provisions of the Regulations is automatically concluded when the Client registers in the SUWER system and provided that the Client submits a statement of acceptance of the Regulations and pays the initial fee.
27. **Bicycle rental** - an operation carried out via the Mobile Application available for download at <https://www.suwer.pl> using the QR code, located on the bicycle. The rental can also be carried out by means of a Telecode or SMS.
28. **Completion of the rental** - operation consisting in manual locking of ROOVEE LOCK CONTROL at the designated bicycle station.
29. **Contracting Authority** - City of Suwałki, ul. Mickiewicza 1, 16-400 Suwałki.
30. **Bicycle return** - return the bicycle at a designated bicycle station.

### III. GENERAL CONDITIONS FOR THE USE OF THE SOVEREIGN SYSTEM

1. In order to use the SUWER system, it is necessary to complete the registration procedure in the SUWER system via the Mobile Application or the website <https://www.suwer.pl> by providing the required and correct personal data, accepting the terms and conditions specified in these Terms and Conditions and paying the initiation fee indicated in the Table of Fees.
2. In order to register, the Customer must have an active email account and an active mobile phone number. In order to use the Mobile Application, the Customer must have a telephone with Internet access, equipped with 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 App on the Android and iOS operating systems, in order for the App to work correctly you must always install the latest available version.
4. The customer rents the bicycle from the Operator on the terms and conditions specified in the Rules. The customer undertakes to comply with the terms and conditions of the Rules, in particular to pay the fees in accordance with the Table of Fees, to use the bicycle in accordance with these Rules and to report defects via the application or by e-mail at bok@roovee.eu.
5. From the moment of the rental of the bicycle until the end of the rental, the entire responsibility for the bicycle shall be borne by the customer with the exception of the circumstances referred to in point 8.
6. In the case of theft of the bike during the rental, the customer is obliged to immediately inform the Customer Service at 88 77 66 833 about the theft and report it to the nearest police or municipal police. In case of inadequate security of the rented bicycle the customer bears financial responsibility for its theft, in particular if he does not lock the ROOVEE LOCK CONTROL manually or leaves the bicycle outside the designated bicycle station. The customer will not be held liable for the theft of the bicycle, if the customer has not committed the above-mentioned negligence and the theft has been immediately reported to the relevant services indicated above and to Roovee Customer Service.
7. The customer may rent a maximum of 2 bicycles at a time. Full responsibility for all bicycles hired by the Customer rests entirely with the Customer.
8. 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 to perform legal acts, must provide the Operator with a written consent of a parent (legal guardian) or statutory representative to conclude the Agreement, together with a relevant declaration constituting Appendix No. 3 to the Rules on assuming liability for any damage, in particular in connection with non-performance or improper performance of the Agreement. Both the consent and the declarations must contain a handwritten signature of the person making the relevant declarations. The Operator reserves the right to verify the veracity of the statement made. The declaration must be delivered in electronic form (scan) to the following address: bok@roovee.eu. Upon verification, the Agreement shall be deemed concluded and from that time the minor shall have access to the Mobile Application. Neither the Ordering Party nor the Operator shall be liable for false data provided by persons of limited legal capacity.
9. The customer may use the rented bicycle in the area of the city of Suwałki (area of the SUWER system operation) and outside the city limits (outside the area of the SUWER system operation). The customer must return the rented bicycle (standard, tandem, electric) at any designated bicycle station located in the SUWER system area. Locations of the designated bicycle stations and the area of operation of the SUWER system are enclosed as Attachment No. 1 to these Rules. The locations of the bicycle stations and the area of operation of the SUWER system can also be found on the website <https://www.suwer.pl> and in the mobile application.
10. Parking is included in the rental time and is added to the final fee in accordance with the Fee Schedule.
11. Booking a bicycle is voluntary and allows the customer to reserve the bicycle of his/her choice. The reservation lasts 10 minutes and is not included in the rental time of the bicycle. If the bicycle is not rented within 10 minutes of the booking, the booking is released automatically.



The booking is free of charge. The system operator may limit the number of reservations made in a row, as well as introduce a time after the end of the reservation during which it will not be possible to start a new reservation.

#### IV. RESPONSIBILITY

1. The customer is responsible for the use of the bicycle in accordance with these Terms and Conditions, the intended use of the bicycle and the provisions of the applicable law, inter alia the Highway Code.
2. It is forbidden to use the bikes of the SUWER system by persons under the influence of alcohol, intoxicants, any psychoactive substances or substitute agents within the meaning of the regulations on counteracting drug addiction, medicines the intake of which constitutes a contraindication to driving.
3. The customer is obliged to return the rented bicycle in a condition not deteriorated from the state in which he/she decided to rent it.
4. After the rental, the Customer is obliged to verify the technical condition of the bicycle; in the case of finding any damage to the bicycle, the Customer should immediately report the defect via the Mobile Application using the option Report a bike defect.
5. In the case of a malfunction while using the bicycle, the customer is obliged to report this fact to the Customer Service as soon as possible and return the bicycle at the nearest designated bicycle station, and in case of an inability to continue the ride, at the nearest available place according to the rules of the Rental Termination.
6. From the moment of renting the bicycle until the end of the rental the customer is responsible for the bicycle and is obliged to take all measures to prevent any damage, total destruction and theft of the bicycle.
7. The customer is fully responsible for the bicycles lent to third parties.
8. The provision of the bicycle to third parties by the customer during the rental does not release the customer from responsibility, in particular for damage or theft, until the end of the rental.
9. In the event of an incorrect return, in particular by not locking the ROOVEE LOCK CONTROL or by returning the bicycle outside the designated bicycle station, the customer will be charged for any further rental and will be responsible for the theft or damage to the bicycle.
10. If the customer has trouble returning the bicycle, they must contact Customer Service immediately.
11. The customer is obliged to cover all fines, penalties and fees imposed on him/her in connection with the use of the bike contrary to the applicable law. The customer is also obliged to pay all charges in connection with the use of the bicycle contrary to the applicable provisions of the Terms and Conditions included in Appendix 2 Table of Charges of the Terms and Conditions.
12. In case of damage or destruction of the SUWER system infrastructure (bicycles, stands, information boards) the customer will be obliged to cover all repair costs according to the Table of Charges. The customer will be issued a bill or VAT invoice by the System Operator for carrying out the relevant repair in accordance with the Table of Charges. Money to cover the damage may be taken from the customer's account without further approval.
13. It is forbidden for the customer to transport bicycles by car or other means of transport.



14. The Customer shall be liable for any potential damage resulting from the non-performance or improper performance of the Contract up to the full amount.
15. The customer may only use the bicycles for private use.
16. Customers are obliged to use the bicycles and the App 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 via the Mobile App only within the scope of permitted use.
17. It is forbidden to use the bikes in a manner not compliant with their intended use, in particular: exceeding the capacity of the bike basket, using the bike by more people than allowed, riding the bike at full speed up to high kerbs, using the bike outside of bicycle traffic areas, at skate parks, doing stunts, using the bike with the risk of damaging it. Using bikes in a manner inconsistent with their intended use will be subject to additional charges specified in the Table of charges - Annex No. 2 to these Rules.
18. In the case of notorious violations of the Terms and Conditions, the Operator has the right to restrict or block the Customer's access to the SUWER system.

## **V. CUSTOMER REGISTRATION**

1. Customer registration takes place after installing the app or via the website <https://www.suwer.pl> and requires the provision of data marked as mandatory, i.e. real name, surname, e-mail address and mobile phone number for further authorisation.
2. In order to be able to register, the customer must have an active e-mail address and a mobile phone number.
3. When registering and using the SUWER system, the Customer is obliged to provide truthful data and to keep the password and login secret and not to make them available to third parties.
4. Registration is conditional on providing true data and accepting the terms and conditions specified in the Terms and Conditions. The provision of data is voluntary but necessary, as failure to provide personal data makes it impossible to use the SUWER system.
5. The operator reserves the right to make technical modifications during user registration and service provision.
6. If it is found that the Customer uses SUWER infrastructure in a manner inconsistent with the Terms and Conditions, the Operator may block the Customer's account. In such a situation, re-registration may only be carried out with the prior consent of the Operator.
7. The Operator reserves the right to contact the Customer for the purpose of fulfilling the Contract.
8. Personal, address and contact details are required during the process of identifying the Customer in the SUWER System.

## **VI. METHODS OF PAYMENT**

1. Payments for the use of the SUWER system are made using Autopay Online Payments.
2. The client pays the initial fee and any fees under the Table of Fees, via the wallet module in the app.



3. When making a payment, the Customer should read and accept the terms and conditions relating to the Autopay Online Payment function.
4. Any claims or complaints from customers relating to the provision of payment services or the system activities will be directed to the service provider of the System - Autopay S.A. (handling payments by traditional bank transfer, credit card, Blik, Pay-By-Link) with the registered office in Sopot, 81- 717 Sopot, ul. Powstańców Warszawy 6, registered in the register of entrepreneurs kept by the District Court Gdańsk-Północ in Gdańsk, VIII Economic Division of the National Court Register under no. KRS 0000320590, NIP: 585-13-51-185, REGON: 191781561, share capital 2.000 000 PLN.

## VII. RENTAL AND RETURN OF BICYCLES

1. Bicycle rental is possible if the customer has an active account and has made an initial payment.
2. The rental time during this stoppage is charged according to the Table of Charges until the rental is correctly terminated. In case of insufficient funds in the account, the Client does not have to terminate the rental, however, he/she is obliged to pay the difference (underpayment) within 7 days. If the payment is not made within the specified period, a procedure will be initiated to obtain the amount due.
3. The rental is made by activating the application on the mobile device and scanning the QR code from the handlebars or ROOVEE LOCK CONTROL device, by contacting Customer Service, providing the telephone number, Telecode and the number of the bike to be rented. It is also possible to rent via SMS by sending a message with the text "start number\_bike", e.g. "start 1627629", to the telephone number +48 500 70 70 70. Once the QR code has been scanned correctly using the app, or the correct details have been given to the Customer Service consultant/via SMS, ROOVEE LOCK CONTROL is unlocked. From the moment ROOVEE LOCK CONTROL is unlocked, the rental time is charged in accordance with the Table of charges.
4. In accordance with the provisions of Chapter IV, point 4, the customer is obliged to verify the technical condition of the bicycle before the ride. In the case of finding a bike in a damaged condition, the Customer should immediately report the defect via the Mobile Application, using the option Report a bike defect or by contacting the BOK and terminate the rental of the bike. The Customer shall be responsible for any potential damage resulting from riding a damaged bicycle.
5. The basket, which is mounted on the front of the bicycle (standard, tandem and electric), is designed and suitable for carrying lightweight items. The maximum load of the basket is 5 kg. The customer is responsible for any damage resulting from improper use of the basket, as well as for damage to and leaving behind items carried in the basket.
6. The maximum load for the standard and e-bike is 120 kg.
7. The electric bicycle is equipped with a display where it is possible to check the charge level of the electric battery before hire. The electric bicycle is subject to discharge as the electric assistance is used. The customer acknowledges that in the event of low battery levels the electric assistance may cease to function.
8. The maximum load for a tandem bike is 170 kg.

9. Standard and electric bikes are designed for use by 1 person.
10. The tandem bike is designed for use by up to 2 people.
11. The bicycle with seat is designed for use by a maximum of 2 persons. The weight of the person transported in the seat must not exceed 22kg.
12. In the case of transporting a third person in the seat, full responsibility for the correct securing of the seat and for the person transported rests with the hiring User. The condition of the seat must be checked before starting the ride and in the event of any suspicion of malfunctioning of the seat, it must be reported immediately to the Customer Service and the rental must be discontinued.
13. In the event of any problems with the rental of the bicycle, the user should contact the Customer Service immediately.
14. The customer will not be charged extra for returning the bicycle at a designated bicycle station. The returned bicycle should be left in a dedicated rack with the principles of orderliness, and in the case of lack of space in the racks, left next to it, not restricting the movement of pedestrians, bicycles or other vehicles.
15. In the case of return of a bicycle (standard, tandem and electric) outside the designated bicycle station in the area of operation of the SUWER system, the customer will be charged an additional fee of 100.00 PLN.
16. In case of leaving the bicycle (standard, tandem and electric) up to 10 km outside the SUWER system area, the customer will be charged an additional fee of 500.00 PLN. The Customer shall be liable for any damage, loss or theft of the bicycle if the bicycle is left outside the area of operation of the SUWER system to the full amount.
17. In case of leaving the bicycle (standard, tandem and electric) more than 10 km outside the SUWER system area, the customer will be charged an additional fee of 1000.00 PLN. In case of leaving the bicycle outside the SUWER system area, the customer is responsible for any damage or theft of the bicycle to the full amount.
18. The return of the bicycle should be understood as closing the ROOVEE LOCK CONTROL device and leaving the bicycle at the designated bicycle station. The bicycle must be retracted into the bicycle stand or, if this is not possible, rested on the foot/foot. It is not allowed to leave the bike in a lying position. The bike must also not be leaning against a pole, tree or building.
19. 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, damage or theft of the bicycle to the full extent of the amount.
20. In the case of incorrect return of the bicycle, in particular failure to lock the ROOVEE LOCK CONTROL device or leaving the bicycle outside the designated bicycle station, the customer will be charged an additional or penalty fee in accordance with the Table of charges. The customer is fully responsible for the incorrectly returned bicycle until the ROOVEE LOCK CONTROL device is properly locked and the bicycle is returned to the designated bicycle station.
21. If an accident or a collision occurs while using the rented bicycle, the customer is obliged to write down an appropriate statement or call the police to the place of the incident. If such an incident occurs, the customer is also obliged to inform the Operator immediately.
22. Customers with the app are required to take a picture of their bike after each ride by using the function in the app "Take a picture".



23. The photograph taken of the bicycle referred to in para. 20 above, must be legible and include the entire borrowed bicycle. The photograph, apart from the indicated bicycle, should not include any other object with distinctive features, and should not capture any persons, including in particular the image features of those persons.
24. In the event of non-compliance with the terms and conditions for the 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 SUWER system.
25. The account may be blocked in particular if the Customer:
  - a) has misused the bicycle,
  - (b) has not completed the personal data or has provided false data,
  - c) left the bicycle unsecured with ROOVEE LOCK CONTROL,
  - d) damaged the bicycle or other property belonging to the Operator,
  - (e) hired a bicycle which subsequently went missing,
  - f) created more than one account with the same e-mail address,
  - g) allowed a negative account balance to be created and maintained,
  - (h) took photographs showing something other than the vehicle in which the journey was made.

#### **VIII. BREAKDOWNS AND REPAIRS**

1. In the event of any malfunction, the customer should immediately report it through the application using the report a defect module or make a report via the Service Desk.  
Customer. If the failure is not reported, the Customer may be charged with subsequent repair costs.
2. The customer is not entitled to repair the rented bike or interfere in any other way. The only person entitled to do so is the Operator.
3. It is recommended that the customer has the possibility to contact the Customer Service (by phone or e-mail) while using the rented bicycle.

#### **IX. FEES**

1. All fees shall be charged in accordance with the Table of Fees, which, in accordance with the provisions of the Regulations, is attached as Appendix 2.
2. Charges for the use of a rental bike vary and depend on the length of the rental/pause.
3. The calculation of the fee is based on the number of minutes of rental, which is counted from the moment of renting the bike until the end of the rental.
4. In the event that the charged tolls exceed the funds held, the Customer is obliged, in accordance with the provisions of Section 7(2) of these Rules, to replenish his/her account to at least the balance of PLN 0 within 7 days.
5. All fees paid to the Operator's account during the term of the contract are non-refundable subject to Chapter XI, clause. 4.



## X. COMPLAINTS

1. A complaint is a request made by a customer via e-mail to [bok@roovee.eu](mailto:bok@roovee.eu) to refund the fee for non-performance or improper performance of the bicycle rental service by the Operator, or to refund the additional fee charged, including the handling fee and penalty fee, within a period not exceeding 14 days from the occurrence of the event to which the complaint refers.
2. Complaints will be dealt with immediately, but within a maximum of 14 days of receipt or supplementation. If the complaint needs to be supplemented, the time limit shall run 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 informed accordingly by e-mail, either to the e-mail address provided during registration or to the e-mail address provided during the complaint.
4. The complaint should include: Customer's name, e-mail address, mobile phone number, a detailed description of the situation, information (evidence) confirming the occurrence of the described situation.
5. If identification information, i.e. name, e-mail address or telephone number, is missing, the Operator shall leave the complaint unprocessed.
6. The lodging of a complaint does not release the Customer from fulfilling the timely obligations owed to the Operator.
7. The handling of the complaint consists in particular of the identification of the problem, a thorough assessment of the validity and the resolution of the complaint.
8. The Customer has the right to appeal once against a decision issued by the Operator within 14 days from the delivery of the decision to the Customer. The appeal should also be sent to the address ul. Ryżowa 33a/7, 02-495 Warszawa. The appeal will be considered within 14 days of its receipt. The Customer also has the right to apply for reconsideration of the case being the subject of the decision which was issued as a result of the complaint or may file an appeal to Zarząd Dróg i Zieleni w Suwałki, 84 Sejneńska Street, 16-400 Suwałki (an organisational unit of the City of Suwałki).
9. The Customer shall be entitled to claim compensation for failure to provide or improper provision of the Service in court proceedings once the complaint procedure has been exhausted.
10. The operator's liability in respect of non-performance or incorrect performance of the service shall be limited to the actual damage and shall not include lost profits.
11. The funds in the case of successful complaints will be refunded to the Customer's account in the SUWER system within 14 days of the Customer being informed of the successful outcome of the complaint.

## XI. RESIGNATION

1. The Customer has the right to withdraw from the concluded Contract within 14 days without stating any reason. The deadline is deemed to be met if the Customer sends an appropriate declaration of withdrawal to [bok@roovee.eu](mailto:bok@roovee.eu) prior to its expiry.
2. The Customer has no right of withdrawal once the Contract has been fulfilled.
3. The Customer has the right to terminate the Contract at any time during its duration. The termination of the Contract must be sent to [bok@roovee.eu](mailto:bok@roovee.eu). The Agreement shall be terminated



within 14 days of receipt of the notice. Before giving notice of termination, the Customer is obliged to settle his/her settlement account to a balance of PLN 0.

4. If the funds exceed the amount of PLN 0 on the day of termination, they will be returned to the bank account number provided by the Customer. Only funds up to the amount of the payments made by the Customer will be reimbursed. The funds will be returned within 21 days of the termination of the Agreement.

## **XII. PROTECTION OF PERSONAL DATA**

1. The controller of Data processed by means of the ROOVEE System is Zarząd Drog i Zieleni w Suwałkach, ul. Sejneńska 84, 16-400 Suwałki.

2. The Data Controller informs you that your personal data will be processed for the following purposes:

- a) the performance of the contract (pursuant to Article 6(1)(b) of the RODO);
- b) to respond to enquiries and requests and to provide technical assistance and the basis for the processing is the legitimate legal interest of the controller (pursuant to Art.6(f) RODO),
- c) to determine the location of your device in order to be able to show you information about bicycle stations and to perform the service of showing you the route to the nearest bicycle on the basis of your 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 DPA).

3. The Data Controller 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 Controller, and thereafter for the purposes and to the extent required by law or for the safeguarding of possible claims.

4. The data controller informs you that the data processed on the basis of consent will be processed until the consent is withdrawn or until it ceases to be useful, 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, to 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. The provision of your data is voluntary, but is a condition for the conclusion and performance of the contract. Failure to provide personal data will result in the impossibility to conclude and perform the contract.

10 We inform you that the recipients of the data will be the entities responsible for the operation of the IT systems, entities providing accounting and legal services, as well as all authorised institutions and authorities under the applicable legislation.

11. your data shall not be subject to automated decisions

12. For information regarding the processing of personal data concerning you, please contact: 87 567 57 32.



### XIII. FINAL PROVISIONS

1. In matters not covered by these Rules, the provisions of the applicable law shall apply.
2. Acceptance of the Terms and Conditions and the rental of the bicycle are tantamount to a statement of health allowing safe use of the bicycle, as well as the ability to ride and knowledge of the Highway Code.
3. The operator may terminate the contract with 7 days' notice, in particular if the customer has provided incorrect data during registration, does not make timely payments, does not comply with the Terms and Conditions, steals or damages the bicycle.
4. The Purchaser reserves the right to amend the provisions of these Terms and Conditions. Information about the change will be sent to the e-mail address provided during registration or via notifications in the mobile application. Failure to inform the Customer of the non-acceptance of the change within 7 days from the receipt of the information by the Customer shall mean acceptance of the changes to the Terms and Conditions by the Customer.

#### **Annexes to the Regulations:**

Annex 1 Locations of designated bicycle stations and area of operation of the SUWER system

Annex 2 Table of charges

Annex 3 Declaration by parent/legal guardian

Annex 4 Complaint form

Annex 5 Refund Form

Annex 6 Model withdrawal from the contract



## **Annex No. 1 Locations of designated bicycle stations and area of operation of SUWER system**

### **I. Locations of designated bicycle stations**

Station No. 1 - A. Wierusza-Kowalskiego Street (near blocks No. 11 and 11A),

Station No. 2 - Szpitalna Street (by the intersection with Daszyńskiego Street and Primary School No. 11),

Station No. 3 - Nowomiejska Street (by the intersection with Młynarskiego Street and Kindergarten No. 10),

Station No. 4 - Gen. W. Sikorskiego Street (by School Complex No. 6),

Station No. 5 - Gen. J. Dwernickiego St. (at the intersec. with Noniewiczza St. opposite Suwałki Plaza),

Station No. 6 - Północna Street (at the intersection with Wileńska Street, near the Public Library - Branch No. 3),

Station No. 7 - Sejneńska Street (at the junction with Szkolna Street, opposite the PWSZ Student House/School Bursa),

Station No. 8 - T. Noniewiczza Street (at Maria Konopnicka Square),

Zone No. 9 - T. Kościuszki Street (at the intersection with Waryńskiego Street opposite the Suwałki Municipal Office),

Station No. 10- A. Putra Street (near the park and Kindergarten No. 8),

Station No. 11 - Wojska Polskiego Street (at the junction with Sportowa Street near the Biedronka shop),

Station No. 12 - Arkadia Lagoon (next to the bridge leading to the island),

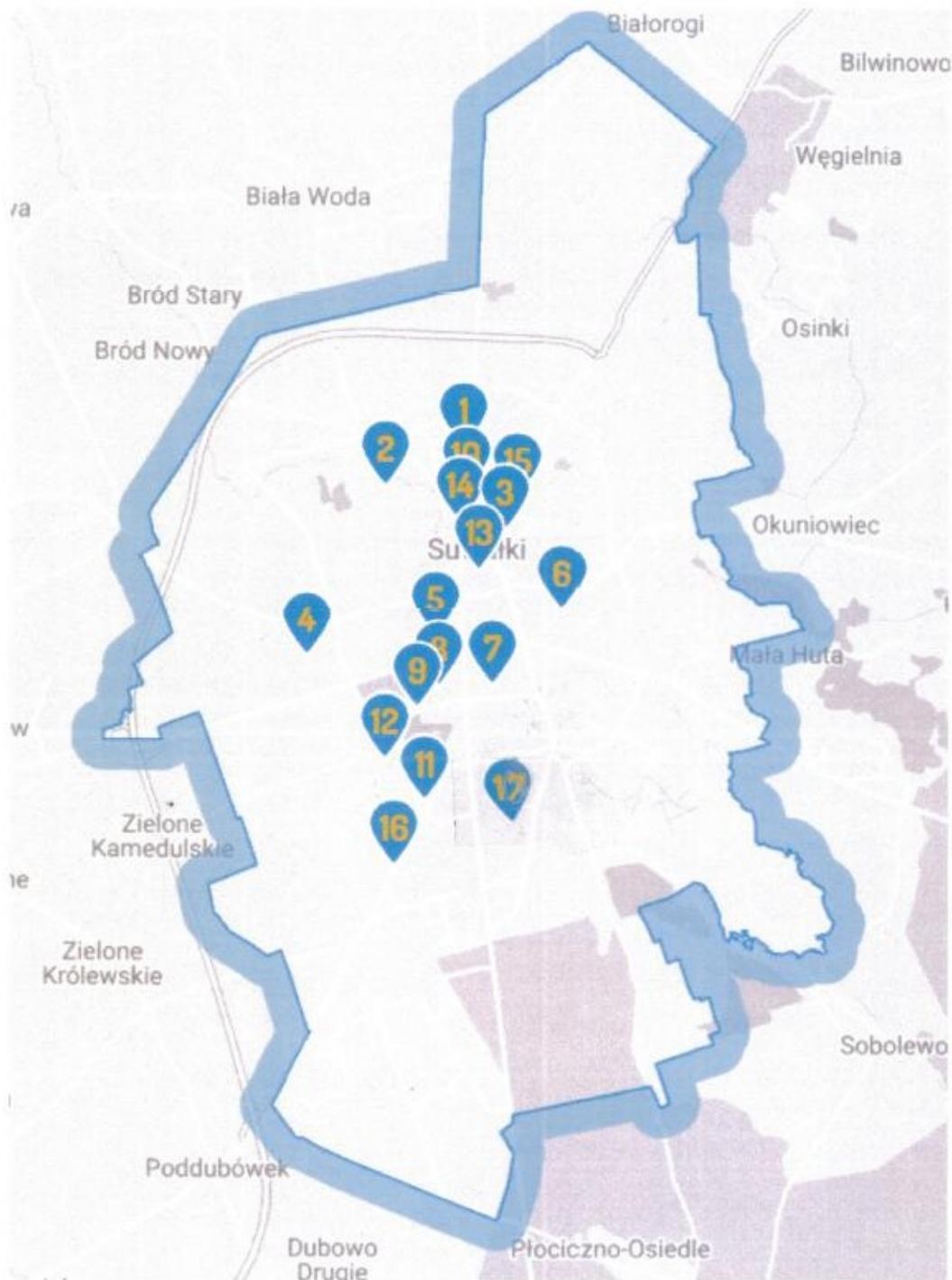
Station No. 13 - Papieża Jana Pawła II Street (next to the Aquapark),

Station no. 14 - ul. W. Witosa (near the State Fire Brigade),

Station no. 15 - ul. Chopina (at the intersection with ul. Młynarskiego), Station no. 16 - ul. Bydgoska (at the intersection with ul. Poznańska)

Station No. 17 - Innowacyjna Street (near the Poland-East Science and Technology Park in Suwałki and the Szyszko Hotel)

II. SUWER system area (administrative borders of the city of Suwałki)



## Annex 2 Table of charges

Lp.	Title	Gross amount
1	Initial fee (to be used for refundable rides):	PLN 10.00
2	Minimum funding status to enable the start of a standard/tandem bike ride:	PLN 4.00
3	Minimum state of funds to enable the start of an electric bicycle ride:	PLN 6.00
4	Fee for the first 30 minutes of standard, tandem bike use:	PLN 0.50
5	Additional charge for 31-60 minutes of standard, tandem bike use:	PLN 1.00
6	Additional charge for the second commenced hour of use of a standard, tandem bike:	PLN 2.00
7	Additional charge for the third and each subsequent commenced hour of use of a standard, tandem bike:	PLN 3.00
8	Fee for the first 30 minutes of electric bike use:	PLN 1.00
9	Additional charge for 31-60 minutes of electric bike use:	PLN 3.00
10	Additional charge for the second and each subsequent commenced hour of electric cycling:	PLN 4.00
11	Additional charge for exceeding the 12-hour rental time (bicycle: standard, tandem, electric):	PLN 200.00
12	Additional charge for leaving a standard bicycle, tandem bicycle and electric bicycle outside a designated bicycle station in the area of operation of the SUWER system:	PLN 100.00
13	Additional charge for leaving a standard bike, tandem bike, e-bike outside the SUWER system area (up to 10 km):	PLN 500.00
14.	Additional charge for leaving a standard bike, tandem bike and e-bike outside the SUWER operation area (from 10 km):	PLN 1,000.00
15.	Additional charge for using a bicycle contrary to the intended use (in particular skatepark riding, riding stunt or riding on a surface not designed for it resulting in damage to the bicycle):	PLN 500.00
16.	Additional charge for carrying third parties in contravention of the Regulations:	PLN 300.00
17.	Additional charge for leaving a bicycle in a place other than a public place (including garages, private properties, closed cemeteries, cellars, buildings, cars)	PLN 500.00

18.	Penalty charge for theft or total destruction of a standard type bicycle:	PLN 5,000.00
19.	Penalty charge for theft or total destruction of a tandem bike and a bike with a child seat:	PLN 8,000.00
20.	Penalty charge for theft or total destruction of an electric bicycle:	PLN 15 000.00
21.	Penalty charge for damage or theft of a zone or element of a designated cycle station:	PLN 4 000.00
22.	Processing fee for PUSH/SMS message with debt information after 14 days:	PLN 5.00
23.	Handling fee for a debt information letter after 30 days:	PLN 30.00
	Penalty charge for destruction or theft of individual SUWER items:	
1.	Standard bicycle frame	PLN 4 000.00
2.	Tandem bicycle frame	PLN 7,000.00
3.	Dynamo	PLN 400.00
4.	Front lamp	PLN 80.00
5.	Rear lamp	PLN 80.00
6.	ROOVEE LOCK CONTROL	PLN 1 200.00
7.	Steering wheel	PLN 200.00
8.	Bell	PLN 40.00
9.	Pedal	PLN 50.00
10.	Basket	PLN 200.00
11.	Tyre	PLN 100.00
12.	Rim	PLN 200.00
13.	Spoke	PLN 2.00
14.	Saddle	PLN 200.00
15.	Bar	PLN 150.00
16.	Mudguard	PLN 100.00
17.	Power cables, plugs	PLN 150.00
18.	Support	PLN 100.00
19.	Hub	PLN 700.00
20.	Fork	PLN 250.00

21.	Grips	PLN 50.00
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22.	Handles	PLN 100.00
23.	Brake levers:	PLN 200.00
24.	Crank	PLN 40.00
25.	Phone holder:	PLN 50.00
26.	Handlebar support:	PLN 200.00
27.	Seat	PLN 1000.00
28.	Repair work (one hour):	PLN 50.00
	Penalty charge for destruction or theft of additional components of an electric bicycle:	
1.	Frame	PLN 5,000.00
2.	Engine	PLN 5,000.00
3.	Gear shift sensor	PLN 400.00
4.	Wiring harness	PLN 350.00
5.	Engine controller	PLN 1 200.00
6.	Gearbox	PLN 600.00
7.	Battery with boot	PLN 5,000.00
8.	Hub	PLN 600.00
9.	Rear roller brake	PLN 400.00
10.	Support	PLN 300.00
11.	Repair work (one hour)	PLN 80.00



**Annex 3 Declaration by the parent/legal guardian**

**Declaration (by parent/guardian)**

I, the undersigned, give my consent for my child (minor) to enter into a

..... name of child

..... name of mentor

..... caregiver telephone number

..... e-mail address of mentor

agreement with ROOVEE S.A. for the use of the SUWER System.

I accept the Rules and Regulations and declare that I accept full responsibility for any damage, in particular arising from the minor's failure to comply with the Rules and Regulations, and that I will cover the current liabilities set out in the Table of Charges. I further undertake to replenish my child's (minor's) account in the SUWER System via the mobile application.

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





## Annex 5 Refund Form

### Return of funds

.....  
(Name) (Telephone number) (Email address)

I request reimbursement of the initiation fee paid on.....,

Transaction ID .....

To the account number .....

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



## Annex 6 Model withdrawal from the contract

(place and date)

ORDERER (CITY): \_\_\_\_\_

CUSTOMER:

\_\_\_\_\_  
(name and surname)

\_\_\_\_\_  
(mailing address)

### Declaration of withdrawal

I, the undersigned (full name), hereby rescind the Agreement concluded between me and the CONTRACTOR on .

\_\_\_\_\_  
(signature)