

RULES

Opole Public Bike System also known as Opole Bike

[Effective from 07.04.2013]

I. General Provisions

1. The Rules define the terms and conditions for use of Opole Public Bike System (hereinafter referred to as the ORM) launched in the city of Opole.
2. Rules of ORM including the Privacy Policy is made available free of charge on the website www.nextbike.pl, in a way enabling its reading, its reception, rendering and saving. This document can be obtained in the registered office of Nextbike Polska.

II. Definitions

1. **Rules** - these rules describing the terms and conditions of use ORM, in particular, the conditions, the rights and duties and responsibilities of people using the opportunity to rent bikes in the ORM system. Acceptance of the Rules and the fulfillment of all the conditions set out herein is the basis and prerequisite for a permit to rent a bicycle in the ORM system.
2. **Agreement** - Agreement of the Customer with the Operator , establishing mutual rights and obligations set out in the Rules. It is recognized that the Agreement of the content including the provisions of these Rules will automatically be entered into at the time of registration of the Customer in ORM, on condition of the Customer's declaration of acceptance of the Rules and payment of the fee during the Customer registration process in ORM.
3. **Operator** - Nextbike Polska sp o.o. Implementing services related to ORM in the consortium Nextbike Polska Sp. z o.o., ul. Kruszwicka 26/28, 53-652 Wrocław, Nextbike GmbH, Thomasiusstr. 16, 04109 Leipzig/Germany and MIFA Mitteldeutsche Fahrradwerke AG, Kyselhäuser Str 23, 06526 Sangerhausen/Germany. The leader of the consortium is Nextbike Polska Sp. z o.o.
4. **ORM System** - run by the Operator - bike rental system, including, but not limited to: bicycles, technical infrastructure, software and devices to enable bicycle rentals.
5. **Customer**- the ORM system participant who accepted the Rules and is registered in the ORM System .
6. **ORM Service** - actions performed by the Operator for the operation, repair and maintenance of ORM.
7. **ORM Contact Centre (CC)** - a platform launched by the operator, providing the Customers with a phone helpline operated by No 22 244 13 13 or 22 382 13 12, contact by e-mail bokorm@nextbike.pl and 24-hour room service. Address and opening hours Customer Support Office of Bike Opole in Opole are listed on the website www.nextbike.pl in the Contact tab.
8. **ORM Station** - a set of bicycle stands including equipment for self-registration in the ORM and rent of a bike through ORM Terminal . The list of ORM Stations is placed on the website www.nextbike.pl.
9. **ORM Terminal** - a device for self-renting of bikes located in ORM Stations.
10. **Customer ID** - personal number assigned to the Customer by the Operator written in numerical version, in the form of a mobile phone number which is defined during registration in ORM and 6-digit PIN number that is specified during the registration in ORM. In order to streamline the process and return of the bicycle rental in the ORM System the customer can use when activated in the ORM Terminal: Electronic Opole City Card, Student ID card ELS or payment card operating in the proximity system. During the rent and return

of the bicycle are treated equally with ID of the Customer. During the rent and return of the bicycle the Customer has the following means of identification:

- a. mobile phone number, which along with PIN is treated as the Customer's ID,
- b. The Opole City Card - proximity card, personalized smart card (RFID) having its unique number coded with a PIN number,
- c. Electronic Student ID (ESC), proximity, personalized smart card (chip + RFID) having its unique coded number. along with PIN,
- d. payment cards - consumer credit and debit cards issued by paying organizations of issuers of Visa International and MasterCard International and other that meets the requirements, in order to be recognized as electronic payment instrument within the meaning of the Act on Electronic Payment Instruments (i.e., Journal of Laws of 2012, item 1232) along with PIN. The terminals are designed to work with products of PayPass and PayWave family,
- e. other carriers proposed by the operator.

11. Tables of Fees and Penalties - price list of ORM services and fees forms an integral part of the Agreement. The price list is available on www.nextbike.pl.

12. Prepaid account - personal Customer account in the accounting System ORM, on which recognition operations are carried out to and charging for use of the services and products offered by the system in accordance with fees and penalties tables ORM. The prepaid account can be charged by the Customer payment of funds "in advance", in the form of prepayment.

13. Initial fee - the amount of entry fee to ORM System in the amount of PLN 10 gross (in words: ten zlotys) paid by the Customer at the registration in ORM, its payment shall mean the Customer's agreement to the provisions hereof and is also the first payment on account of the charging Amount. Return of the initialized fee shall occur within 14 days of the positive response to the Operator upon the request of its return by the User. The return of fee paid for the rent in the form of prepayment (recharge) into the Customer's personal account in the billing system of Nextbike and to be used at any time. In the case of any application of the Customer for the return of the amount of recharge, the Customer shall be asked to provide the necessary data, i.e., bank account number, name and surname, and address. Upon return, the amount of recharge shall be reduced by any transfer costs. The Customer is recommended to check his/her available account balance, by logging in to My Meter tab.

14. Amount of recharge - a fee paid against rents on the prepaid account.

15. Safety Procedure - any procedure undertaken by the Operator in the event of failure to return the bike in due time and condition, in particular investigation, recovery and judicial proceedings.

16. Use Zone - the administrative boundaries of the city of Opole.

17. Rent of the Bike - rent of a bike from ORM Station using customer ID or in the manner described in Section II.10. The process of renting is described in Section VII. of the Rules.

18. Return of the bike - return of the bike to ORM Station. The returning process is determined in Section X of the Rules.

III. General principles of the use of ORM

1. To condition of use of ORM System is that the Customer provides: the personal data required for registration, accepts the conditions set out in these Rules, makes initial

payment. The condition to use ORM is also maintaining a minimum state of the recharge Account at the time of each rent, in the amount of at least PLN 10 (in words: ten).

2. The Operator shall rent the bike to the Customer under the conditions laid down herein. The Customer agrees to observe the Rules, in particular, to pay the fee agreed upon and use the bike in accordance with the Rules.
3. People aged under 18 years (the minors) are required, prior to entering into agreements, to provide the Operator with a written consent of at least one of the parents or legal guardians for conclusion of the agreement and the statement of the acquisition by them of responsibility for any damages arising in particular in relation to of default or improper performance of the Agreement and cover current obligations set out in the Tables of Fees and Penalties. In the statement, the parents or legal guardians must commit themselves to complete the account of the minor in ORM System. The consent must be sent electronically to the e-mail bokorm@nextbike.pl, by mail or in person to the Operator's - i.e. Nextbike registered office. - Here an annotation of the handwritten signature should be added (in this case - scan of the document) and the fact that their patterns can be found on the site.
4. The prerequisite for the use by minors of a rented bike is that they have a valid bike of moped license.
5. The Customer can rent up to four bikes at the same time. Upon reservation it is possible to increase the number of the bikes rented at the same time.
6. The Operator can organize a group rental; deliver the bikes to the selected WRM Base Station. The amount for the group rental shall be determined individually. The inquiries regarding the group rents should be sent by e-mail: to grupowe@nextbike.pl.
7. Use of the rented bike is allowed with the Zone of use.

IV. Responsibility / Commitment

1. The Customer shall responsible for the use of the bike for its intended purpose and terms hereof.
2. The Customer agrees to return the bike in good working order and in the same condition as at the time of rental. The Customer shall be responsible for the consequences of the events resulting from his/her violation of applicable laws when using ORM System.
3. Using the bikes of ORM System may only be for non-commercial purposes.
4. The Customer shall be responsible for the bike/all the rented bikes, in the case of renting some bikes, at the same time, from ORM Station until their return to ORM Station. In particular, the customer shall be obliged to take action to prevent damage and theft of the rented bike, occurred after the bike rental from any ORM Station, to return the bike at any ORM Station.
5. In case of theft of the bike occurred during its rental period, the Customer shall be obliged to inform CC ORM and immediately report the theft (robbery) in the nearest Police Station.
6. It is forbidden that ORM System bikes are used by persons under the influence of alcohol or other drugs, psychotropic substances or agents according to the regulations on preventing drug abuse, strong anti-allergic drugs, and other medicines, which, by definition, prohibit or recommend to refrain from driving.
7. The Customer assumes full and complete responsibility and undertakes to pay all fines, fees, etc. received by the Customer, associated with the use of the bike from the day of their payment.
8. In the case of proven damages arising from the improper use of the equipment forming part of ORM System, the Customer agrees to pay for the repairs and replacement of equipment

to its original state prior to rental. The Operator shall issue to the Customer an appropriate bill or invoice for any necessary repairs.

9. In the case of an incorrect return of the bike, due to the fault of the Customer, the Customer shall bear the cost of its continued renting and shall be responsible for any theft and damage thereof. In the case of any difficulty with the return of the bike the Customer must contact CC ORM.
10. Any intentional damage to property of the Operator shall result in legal proceedings. The Operator shall be entitled to claim reimbursement of all reasonable expenses, including attorney's fees from the perpetrator of damage and destruction.
11. The Customer shall be responsible for any damage resulting from default or improper performance of the Agreement up to the full amount, but one of the elements of damage may also be the so called replacement cost of the bike as defined in the Tables of fees and penalties.

V. Registration

1. Condition necessary for the using of ORM System by the Customer is his/her prior registration and payment of the initial fees.
2. The registration takes place on the website located at www.nextbike.pl. In addition, it is allowed the opportunity to register in CC, via telephone with support of an employee of CC and using a payment card with the possibility to recharge the account in ORM Terminal, as well as through the Nextbike application, available on the devices including iOS and Android systems.
3. During the registration process by way of www.nextbike.pl, Nextbike application or phone contact with CK employee the Customer is required to provide the following personal data:
 - a. name and surname,
 - b. contact address, i.e., city, street, building/apartment no., postal code, country, email address,
 - c. mobile phone number
 - d. credit card number in the case of payment by credit card with the possibility of charging the card
4. During the registration process in ORM Terminal, the Customer shall provide the following personal data:
 - a. mobile phone number.
 - b. first name and surname:
 - c. credit card number.
5. During the registration process at ORM Terminal the Customer shall enter his/her established PIN code. However, during the registration via a website application, Android and CC application - PIN shall be automatically generated. Once the registration is complete, the Customer shall receive confirmation of a successful registration in ORM System and his/her personal PIN, which, together with the entered mobile phone number shall be the Customer's ID in ORM System.
6. Condition to be registered is providing the real data, acceptance of the conditions set out herein and giving consent to the processing of personal data in accordance with the Act of 29 August 1997 on the protection of personal data in order to perform the Agreement (i.e., Journal Laws of 2002, No. 101, item 926). the Customer shall have the right to access his/her personal data and the ability to correct it, supplement it or amend it. The personal data Administrator is Nextbike Polska Sp. z o.o., with its registered office in Wrocław, 53-652,

ul. Kruszwicka 26/28. Providing personal data is voluntary, but necessary; the failure to provide personal information makes it impossible to use the service and ORM System. Information about the security of personal data is available in the Privacy Policy of Nextbike Polska at <http://cust.nextbike.pl/link/vet-map/politykaprywatnosci.pdf>.

7. Personal data shall be processed solely for the purposes of operation of ORM and may be disclosed to other entities cooperating with Nextbike only under applicable law.
8. The Customer may also consent to the transfer via SMS, email, information materials on the services provided by the Operator in ORM, and anonymous surveys sent by mail or made available directly within ORM System, aimed at collecting by the Operator of from ORM Customers the demographic and profile data that are not personal data (such as education, employment, age). That data will be used to study the Customer's preferences and customize the Operator's offer to their expectations, as well as statistical analysis and creation of a collective image of the Customers transferred to the marketing partner of the Operator. Receiving the information materials and disclosing of the above data is always voluntary, and the Customer may at any time opt out of receiving information materials or questionnaires.
9. The essence of the transaction/rentals is made available only to the parties of the Agreement. Any Customer who has carried out the registration procedure, after logging in, shall have an access to all of his/her transactions/ rentals for a period of their storage in a computer system. The Customer data regarding individual transactions/rentals shall be kept by ORM System. If there are no late payments of the fees for the use of bikes, the data shall be deleted as soon as the Customer requests for their removal. In the case of reporting a complaint, the data shall be stored until the end of the complaint procedure for the period of 6 months and the period of possible proceedings caused by it or hearing of a claim of the Customer for evidentiary purposes, but not less than six months and not more than two years from the date of response to the complaint. In the event of filing during this period (e.g., for compensation) - the data shall be processed when determining the potential liability of the Operator/the Customer and execution on the judgment issued in this case.
10. Personal data is processed, stored and secured in accordance with the principles set out in the applicable laws.
11. The administrator of personal data - Operator agrees to maintain the confidentiality of personal data and not to disclose it to other parties, unless the Customer expressly authorizes it to do so, or such the authorization results from the rule of law. This commitment remains in force after the expiry of the legal relationship between the Customer and the Operator.
12. In order to adapt the content and services to the individual needs of the Customer, the Operator shall use the so-called cookies, i.e., information stored by the Service server on a computer of the Customer, which the server can read each time the Customer is connected to his/her computer. The cookies provide statistical data on the Customer's traffic and usage of individual ORM websites and enable efficient provision of the Services. The Customer shall, at any time, have the ability to disable in his/her browser the option of accepting cookies, but this may cause inconvenience or even prevent the use of ORM System.

VI. Forms of Payment

1. Payment for the services and products offered within ORM System can be done by:
 - a. direct charging of the payment card of the Customer, or
 - b. recharging the Prepaid Account by bank transfer, in particular through the portal www.nextbike.pl from which the funds will be collected in the amount resulting from the Tables fees and penalties, and then transferred to the account of the Operator. The

payment can be arbitrarily changed by selecting the appropriate option in ORM System made accessible by www.nextbike.pl.

2. Starting the order of charging the payment card shall occur at the time of registration, by entering the payment card into ORM Terminal, on the www.nextbike.pl website, when in contact with CC, as well as through Nextbike application, available on the devices including iOS and Android systems.
3. Payment may be amended several times after logging on www.nextbike.pl, in the My Account tab.
4. All payments are transferred to the account of the Operator.

VII. Rental of the bike

1. The bike rental is possible at any ORM Base Station after running Terminal ORM, logging using own Customer ID and following the messages displayed on ORM Terminal. The bikes can be rented in the System also by:
 - phone - calling the numbers listed at the terminal: 22 382 13 12 or 22 244 13 13 (answering machine - the cost of a phone call, in accordance with the tariffs of operators);
 - via www.nextbike.pl;
 - using Nextbike application available on devices including iOS and Android systems.
2. The bike rental is possible when the Customer has an active account status. The active account status shall mean:
 - a. in the case of choosing a bank transfer as a payment method; keeping the minimum amount of PLN 10 gross on the prepaid Account.
 - b. defining as a form of payment the payment by a payment card with the ability to charge the card, from which the funds are collected automatically.
3. When renting the bike the Customer shall receive a number of the combination lock in the rented bike. This number can be confirmed in ORM Terminal, Nextbike application and CC, until the return of the bike.
4. The Customer must ensure, that before the riding the bike is suitable for the agreed use, in particular, that the bicycle tires are inflated and the brakes are operational. After transfer of the bike, the Customer is obliged to secure the cable in such a way that the bikes wheel is impossible to be unscrew.
5. In the event of disclosing of any failure during the bike rental the Customer is obliged to immediately report the problem to CC and withdraw the bike to the nearest ORM Station.
6. The rental and use by the Customer of faulty bike may result in his/her liability for faults or damages caused thereby, if the Customer could have discovered the failure of the bike.
7. It is recommended that the Customer during the rent has a mobile phone able to make a call from CC.
8. The cart mounted to the front is tailored exclusively to carry light weight items. For the sake of safety and fear of damage to the bike, no heavy stuff should be put thereon. The maximum weight of the cart must not exceed 15 kg. Items inserted into the cart must not protrude above the rim of the cart, and should also not contain any sharp edges. If an accident occurs for reasons of misuse of the cart, the Customer shall be held responsible therefore and shall bear the costs resulting therefrom. The Operator is not responsible for any damage to goods carried in the cart or items secured in an improper manner.

9. In the case of any problems with renting or returning the bike to ORM Station the Customer is obliged to contact CC by phone. CC employee will inform the Customer of further procedure to be followed. The rented bike shall be used for its intended purpose. ORM bike as a means of transport is used to move between ORM Stations. The ORM bike may not be used for hiking, jumping, tricks, stunts, races and towing or pushing anything.

VIII. Duration of the rental

1. The Customer is obliged to return the bike at the latest at the end of the twelfth hour of the rental.
2. Exceeding the period of twelve hours of the rent will result in incurring fees and penalties, according to the Tables of fees and penalties/ initiating of safety procedures, referred to in Section II.11.

IX. Repairs and Faults

1. All accidents should be reported by telephone to CC. In case of any accident making it impossible to continue its ride, the Customer is obliged to stop and notify CC by telephone and transfer the bike to the nearest ORM Station.
2. It is forbidden to make any self-repair, modification, replacement of the rented bike. The only authorized entity to these activities is ORM Technical Support.
3. The Customer is obliged to have the chance to get in touch with CC throughout the duration of the bike rental.

X. Return

1. The Customer is obliged to return the bike into ORM System in any ORM Base Station. The Customer returns the bike by attaching the docking mechanism of the bike to a free lock found in any of ORM Base Station. The customer is required to make sure that the bike is attached so as to prevent its unauthorized detaching. The operation required for ending the rent to attach the bike to the stand with a flexible combination lock and lock it.
2. In the absence of a free stand at Base Station the customer is required to close the rented bike using only flexible combination lock, attaching it to any fixed element, such as a lamppost, which is located no more than about 10 meters from ORM Base Station, block the lock button, press the "Return" button on the electronic part of the terminal and act according to the instructions displayed on ORM Terminal. The bikes can also be returned in the System also by:
3. phone - calling the numbers listed at the terminal: 22 382 13 12 or 22 244 13 13 (answering machine - the cost of a phone call, in accordance with the tariffs of operators);
4. via the www.nextbike.pl;
5. using Nextbike application available on devices including iOS and Android systems.
6. In the case of an incorrect return of the bike, referred to in Section X.1. and X.2. the Customer shall bears the costs of its continued renting and shall be responsible for any theft.

XI. Failure to return on time

Failure to return the bike at the end of the twelfth hour of the rent is treated as a breach hereof, thereby breaking by the customer the agreement with the Operator will cause initiation of ORM and safety procedures. Failure returning the bike after the implementation of safety procedures shall be subject to contractual penalty specified in the Table of fees.

XII. Fees

The fees are calculated at the rates specified in the Tables of fees and penalties, which form Annex hereto, and are available on www.nextbike.pl and on ORM Terminals. The basis for calculating the fee is the number of minutes counted from the date of rental of the bike in ORM Terminal or getting the code opening a safety cable, until obtaining confirmation from ORM System of acceptance of return of the bike.

- a. The fees for the use of the bike are varied and depend on the length of rental of the bike. The fee for one-time rental is the sum of dues for subsequent time intervals, such as 150-minute cost of renting is PLN 9.00.
- b. Charging time is divided into one-hour periods except for the first hour of rent, during which during the first twenty minutes rent is separated.
- c. If the fee charged for driving exceeds the possessed funds, the Customer is required to recharge his/her prepaid account balance at least to the balance equal to PLN 0 within 7 days. In the case of failure to settle the dues, the Operator reserves the right to take appropriate legal action against the Customer, in order to obtain payment for performance of the Agreement.

XIII. Complaints

1. The complaint is an application filed by the Customer including the request of return of the fee for improper performance of services by ORM Operator.
2. The Customer can file a complaint within seven days from the date of the event that caused the complaint.
3. All complaints regarding the services provided hereunder may be submitted electronically to bokorm@nextbike.pl, by mail or in person at the Operator's registered office. If the data or information provided in the complaint are needed to be completed before dealing with complaints the Operator shall asks the person filing the Complaint for completing the complaint to the indicated extent.
4. The operator recognizes the complaint within 14 days of its receipt, or its completion.
5. The Customer agrees that the answer to the complaint shall be sent via email or mail to the address as stated in the complaint. In particularly justified cases, the Operator can send the replay to another e-mail, as indicated by the complaining party.
6. CC shall reply by mentioning the Operator's position on the complaint, giving the justification and information about the method of appeal. The Customer has the right to appeal against the decision of CC. Appeals should be sent regardless of delivery method - by a letter, by e-mail - no later than 14 days after service of the decision to the Customer which he/she is willing to appeal. The appeal will be dealt with within 14 days of its receipt by CC.

XIV. Termination of the Agreement upon the request of the Customer

- a. The Customer has the right to terminate the Agreement. The termination notice must be in writing and should be sent to the electronic address bokorm@nextbike.pl, or mail address of the Operator.
- b. Termination of the Agreement shall be made within 14 days from the date of delivery of the notice to the Operator.
- c. Before delivering the notice the Customer is obliged to supplement the funds on the Prepaid Account up to the balance of PLN 0.
- d. If the funds in the Prepaid Account exceed PLN 0 on termination of the Agreement, they shall be returned to the account from which they were paid or upon the express request

of the Customer, the other account, as indicated in the notice. The returned amount will be reduced by the cost of the transfer.

XV. Final Provisions

- a. Acceptance hereof Terms and renting the bike are synonymous with: the statement of the state of health that allows safe movement on the bike, the ability to ride a bike, having permissions required by the law and knowledge of traffic rules.
- b. The Operator reserves the right to terminate the Agreement by 14 days' notice if the Customer violates the provisions hereof (e.g., fails to accept new Rules, fails to return the bike in due time), and the Customer is entitled, in relation to the Operator, to the claims related to the return of funds to the Prepaid Account, unless they were previously used by the Operator to cover its liabilities charged to the Customer.
- c. The operator is entitled to amend the Rules or Privacy Policy with effect for the future. Information about amendment hereof and conditions or Privacy Policy, available at www.nextbike.pl will be sent to the Customer's e-mail address provided during the registration. Failure to send a written notice of non-acceptance of the amendments hereof to CC within 14 days of its sending to the Customer, shall mean acceptance of the amendments hereof by the Customer.
- d. In matters not covered hereby, the applicable law, in particular the Civil Code and the Law on Road Traffic shall apply.
- e. In case of discrepancies between the Polish and foreign-language version hereof, the basis of the interpretation shall be the Polish version hereof.

TABLE OF FEES AND PENALTIES OF ORM

Types of the fees		Gross amount
Initial fee		PLN 10
The fee for renting the bike	Rental time *:	
	from 1 to 20 minutes	PLN 0
	from 21 to 60 minute	PLN 2
	Second hour:	PLN 4
	Third hour	PLN 4
	Fourth and each additional hour	PLN 4
Notification by letter regarding violations of the Rules		PLN 10
The fee for exceeding 12 hours rent + rent costs **		PLN 200
Deposit***		PLN 0

The fees provided in the Table of fees are inclusive of VAT

Penalties	
Theft, loss or damage to the bike	PLN 1770

* The fee for one-time rental is the sum of dues for subsequent hours of ride, such as cost of 150-minute renting is PLN 10.

** Additional fees result from failure to comply with the Rules.

***May be subject to an amendment.