

RULES & REGULATIONS
„BiKeR” - Białystok Bike Transportation System
[in force starting 20.05.2014]

I. General Provisions

The Regulations provide the terms and conditions for use of urban bikes made available as part of the Białystok Bike Transportation System (hereinafter referred to as the BiKeR). The System is organized by the Municipality of the City of Białystok, in the city, launched and operated by Nextbike Polska Sp. z o.o. (an Ltd. Company) as the Operator of the system.

The BiKeR Regulations, along with the Privacy Policy, shall be made available free of charge on website www.bikerbialystok.pl so as for reading, acquisition, downloading and saving. The document can also be obtained at the registered office of Nextbike Poland.

II. Definitions

1. **Regulations** - these Rules and Regulations describing the principles and terms of use of the BiKeR, in particular the conditions, the scope of rights and duties as well as the responsibilities of those using bicycles of the BiKeR system. Acceptance of the Regulations and meeting all of the requirements set out therein shall be considered the basis and condition precedent to use bicycles of the BiKeR system.
2. **Operator** - Nextbike Poland Sp. z o.o. executing services related to the BiKeR, as a member of a consortium of companies Nextbike Polska Sp. z o.o., 16 Tamka Street Premises 17; 00-349 Warsaw, Poland.
3. **Client** - participant of the BiKeR System, who has accepted the Regulations and completed the registration in the BiKeR system.
4. **Agreement** - an agreement between the Client and the Operator, establishing mutual rights and obligations set out in the Regulations. It is recognized that the Agreement covering the content of the provisions of these Regulations will automatically be concluded at the time of registration of the BiKeR Client under the condition that the Client makes a declaration of acceptance of the Regulations and pays the initial fee during the client registration process of the BiKeR System.
5. **BiKeR System** - the Białystok urban bike system launched by the Operator, composed in particular of: bicycles, technical infrastructure, software and devices enabling the use of the bicycles.
6. **BiKeR Service** - Operator's activities related to the operation, repairs and maintenance of the BiKeR.
7. **Client Service Center of the Białystok Bike Communication (BiKeR BOK)** - an Operator-launched platform for Clients to contact the Operator in person, using the telephone helpline operated under no. +48 (85) 8 71 01 01, or via e-mail to bok@bikerbialystok.pl 24 hours a day. Any information on operation of the system shall be posted on the website www.bikerbialystok.pl.
8. **BiKeR Station** - a set of bicycle racks with equipment for self-registration in the BiKeR System and for collection of bikes through the BiKeR Terminal. The list of Biker Stations is published on the website www.bikerbialystok.pl.
9. **BiKeR Terminal** - a device for self-collection of bicycles, located at BiKeR Stations.
10. **Client ID** - a personal number assigned to the Client by the Operator, saved a numerical version, in the form of a mobile phone number, defined by Client during registration in the BiKeR, plus a 6-digit PIN number that was specified by the Client when registering with the BiKeR. In order to speed up the bike collection/return process, Clients can use, upon activation in the BiKeR Terminal, either of the following: Białystok City Card, Electronic Student ELS ID, or any proximity payment card. In the bike collection/return process they are recognized as equivalent to the Client ID. In the bike collection/return process Clients have the following identification options:
 11. mobile phone number, which - together with the PIN - is recognized as the Client ID,
 12. Białystok City Card (BiKeR) - a proximity personalized (bearer's) smart card (RFID) having its own unique coded number, along with a PIN number,
 13. Electronic Student ID (ELS) - a proximity personalized electronic card (chip + RFID) having its unique coded number, along with a PIN number,
 14. payment cards - consumer credit, charge, debit and prepaid cards, issued by payment organizations of issuers of Visa International and Mastercard International, as well as other, as long as they meet the requirements for to be recognized as an electronic payment instrument as defined in the Act on electronic payment instruments (Journal of Laws from 2012, item 1232), along with PIN. The Terminals are designed to work with the products of the PayPass and PayWave family,
 15. other media compatible with the Białystok City Card, designed to encode Białystok city public transportation tickets, plus PIN.
 16. Having logged in to the account on the website www.bikerbialystok.pl Clients can disable the PIN code requirement by unchecking the option: *At each collection/return, for safety reasons, please ask me for my*

PIN. This option allows one to hire / return a bike without having to enter a PIN code, while using identification options b, c, d or e at the Terminal.

17. **Fees & Charges Schedule** - price list of services, fees and charges of the BiKeR being an integral part of the Agreement. The Schedule shall be made available on the website www.bikerbialystok.pl.
18. **Prepaid Account** – a personal Client account in the billing system of the BiKeR System, used to debit and credit operations for the use of the services or products offered under the BiKeR System in accordance with the Fees & Charges Schedule. The Prepaid Account can be credited by the Client in advance, in the form of prepayment.
19. **Initial Fee** - the amount of initial deposit for the BiKeR system totaling PLN 10 gross (say: ten zlotys) paid by the Client when registering at the BiKeR. The making of the payment shall be considered Client's agreement to the provisions of these Regulations and to be the first payment towards the Top-up Amount.
20. **The Top-up Amount** – payment towards future bike hires credited to the Prepaid Account
21. **Security Procedure** - any proceedings taken by the Operator in the case when a bike is not returned within the required time or condition; in particular: investigation, recovery or judicial proceedings.
22. **Operation Zone** – area limited to administrative boundaries of the City of Bialystok
23. **Use of a bicycle** – collection and use of a bike from one of the BiKeR Stations, using Client ID or in the manner described in Section II.10. The process of the collection has been described in Section VII of the Regulations.
24. **Return of the bike** – return of a bike to one of the BiKeR Stations. The return process has been described in Section X of the Regulations.

III. General rules of use of the BiKeR

1. Prior to using the BiKeR System, Customer needs to provide all the personal data required in the registration, accept the terms and conditions set out in these Regulations and make the initial payment. To use the BiKeR is also subject to maintaining a minimum Client Account Top-up balance at the time of every hire in the amount of at least PLN 10 (say: ten zlotys).
2. The Operator shall provide the Client with a bike under the terms and conditions specified in the Regulations. The Client agrees to comply with the terms of the Regulations, and in particular to pay the agreed fee and to use the bike in accordance with Regulations.
3. Persons aged 13 and under 18 years of age (hereinafter referred to as “minors”) must - before the conclusion of the Agreement – provide the Operator of the BiKeR with a written consent from their parents or legal guardians to conclude the agreement. The consent is to contain a statement of assumption of responsibility for any damages, resulting in particular in relation to mis- or non-performance of the Agreement. In their statement, the parents or legal guardians of the minor must commit to top up the minor’s BiKeR account. The consent must be mailed or delivered to the mailing address of the BiKeR Customer Service.
4. The necessary condition for minors to use a rental bicycle is to hold a valid bicycle or moped license.
5. Any Client can simultaneously use up to four bikes. It is possible to increase the number of bikes for simultaneous hire, subject to prior booking.
6. BiKeR bikes are not allowed to leave the Operation Zone.

IV. Responsibility / Liability

1. Client shall be responsible for using the bicycle for its intended purpose and in line with the terms and conditions of the Regulations.
2. Client commits to return the bike roadworthy, in the same condition as at the time of the hire. Client shall be held responsible for any consequences of events arising from violation of the provisions of law when using the BiKeR System.
3. The BiKeR System may only be used for non-commercial purposes.
4. Client shall be held responsible for the bike or all bikes hired simultaneously, from the moment of collection from BiKeR Station until the return to a BiKeR Station. In particular, the Client is obligated to take action to prevent damage or theft of hired bicycle(s), that could occur between the collection from a BiKeR Station and the return to a BiKeR Station.
5. In the case of a theft of a bicycle during the use, Client is obligated to inform the BiKeR BOK as well as to immediately report the theft (robbery) at the nearest Police station.
6. It is forbidden to use bikes of the BiKeR System by persons under the influence of alcohol or other drugs, psychotropic substances or substitute agents, as defined in the regulations on the prevention of drug addiction; strong anti-allergic drugs, or other medicines, which by definition prohibit or recommend refraining from driving.

7. The Client assumes full and undivided liability and undertakes to pay all fines, fees, etc. received in relation to the use of the bicycle.
8. In case of a proven damage, resulting from improper use of any equipment forming part of the BiKeR System, the Client agrees to pay for the repairs and/or restoration of the equipment to its original state before the hire. Any necessary repairs shall be entailed by the Operator's issue of an appropriate bill or VAT invoice.
9. In case of an incorrect return of the bike faulted by the Client, the Client shall incur any cost of its further use and shall be held liable for any theft or destruction. In case of difficulties with the return of the bike, the Client is required to contact BiKeR.
10. Any intentional destruction of Operator's property shall result in legal proceedings. The Operator reserves the right to claim from the perpetrator of the damage or destruction to refund any justified costs, including legal fees.
11. The Client is responsible for any damage resulting from non-performance or mis-performance of the Agreement up to the full amount. One of the components of the damage may be the so-called bicycle replacement cost, as specified in the Fees & Charges Schedule.

V. Registration

1. Prior to using the BiKeR System it is necessary to complete the Client registration and to make a payment of the Initial Fee.
2. The Registration takes place in the portal found at www.bikerbialystok.pl. Additionally, Registration may be done at BiKeR BOK, through telephone contact with the BiKeR BOK staff, using a chargeable payment card in the BiKeR Terminal, or in the Nextbike application available on iOS Android devices.
3. During the registration process using the www.bikerbialystok.pl, the Nextbike application, in person, or by the telephone, Client is required to provide the following personal data:
 - a) names,
 - b) contact address: city, street, the house / apartment numbers, zip code, country, email address,
 - c) mobile phone number,
 - d) payment card number, when payments are made by card to be charged
4. During the registration process using the BiKeR Terminal, Client is required to provide the following personal data:
 - a) mobile phone number,
 - b) names,
 - c) number of a payment card to be charged
5. In the registration process at the BiKeR Terminal, the Client enters his or her PIN. However, while registering through the website, Android application, or BiKeR BOK - PIN is generated automatically. After completing the registration successfully, Client receives confirmation of a successful BiKeR registration, and his or her individual PIN, which, together with the given cell phone number shall form the Client ID for the BiKeR System.
6. The conditions of registration include: provision of real personal data, the acceptance of the conditions set out in these Regulations, and consent to the processing of one's personal data in accordance with the Act dated 29 August 1997 on the Protection of Personal Data in Order to Perform Agreement (Journal of Laws from 2002, No. 101, item 926). Clients shall have the right to access, correct, supplement or amend their personal data. The administrator of the personal data is Nextbike Polska Sp.z o.o., with its registered office in Warsaw, 00-349, 16 Tamka Street, premises 17. The provision of personal data is voluntary, but necessary; refusal to provide the data shall render it impossible to use the service and the BiKeR System. Any information regarding personal data security shall be made 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 operation of the BiKeR System, and may be disclosed to other entities cooperating with Nextbike exclusively with respect of the applicable laws.
8. Client may also give their consent to transferring, using SMS or e-mail, information materials relating to services provided by the Operator under the BiKeR, and anonymous surveys, sent by email or posted directly in the BiKeR System, designed for the Operator to gather BiKeR Clients' demographic and profile data other than personal information (such as education level, employment, or age). The data will be used to study customer preferences and to customize the Operator's offer to the expectations, as well as for statistical analysis and creation of a collective image of Clients to be communicated to the Operator's marketing partners. The reception of any such information and the disclosure of the above data is always voluntary, and Clients may at any time opt out of receiving information materials or questionnaires.
9. The record of individual transactions / collections shall be made available only for the Parties to the Agreement. Every Client who has completed the Registration procedure, can log in to have access to all of his or her transactions / collections throughout the period such data is stored in the computer

system. The Client information on individual transactions / collections shall be stored in the BiKeR IT system. If there is no backlog in charges for the use of bicycles, the data shall be deleted immediately after the Client requests its removal. In case of a claim, the data is stored until the claim procedure is exhausted, for a period of six months, and for the period of possible proceedings it caused, hearing a claim or providing evidence, but never less than six months or longer than two years from the date of the response to the claim/complaint. In the event of notification within this period (e.g. redress or damage reparation) – the data is processed when determining the potential liability of the Operator / Client, and to deliver execution upon final decision.

10. Personal data shall be processed, stored and secured in accordance with the principles set out in applicable laws.
11. Being personal data administrator, the Operator undertakes to respect confidentiality of personal data and not to disclose it to any third parties, unless the Client authorizes him to do so, or unless such authorization results from the rule of law. This commitment shall remain in force after expiry of the legal relationship between the Client and the Operator.
12. In order to adapt the content and the services to individual needs and interests of Clients, the Operator uses the so-called cookies, being information stored by the Service server on a Client computer, that the server can read every time it is connected from this computer. Cookies provide statistical data on client traffic and on usage of individual BiKeR websites and enable efficient provision of services. At any time Client has the ability to disable the accept cookies option in his or her browser, this however may cause inconvenience or even prevent the use of the BiKeR System.

VI. Forms of Payment

1. Payment for the services and products offered under the BiKeR System can be done by the following means:
2. define a payment method with a charge card, at the terminal or by contacting the BiKeR BOK, which shall be debited automatically.
3. credit the Prepaid Account by a bank transfer or by a payment card, in particular through the portal www.bikerbialystok.pl; funds from the Account will be drawn as shown in the Fees & Charges Schedule, and then transferred to the account of the Operator.
4. The form of payment may be chosen freely by selecting an appropriate option in the BiKeR System available at www.bikerbialystok.pl.
5. The standing debit order on the payment card is considered to be activated at the time of the Registration, by means of entering the number of the credit or debit card to the BiKeR Terminal, through the contact with the BiKeR BOK, or through the Nextbike application, available for iOS and Android devices.
6. The form of payment may be changed on multiple occasions, after logging on to www.bikerbialystok.pl, 'Payment Method' tab.
7. All payments are transferred to the Operator's account.

VII. Bike collection and use

1. The use of the bicycle is possible whenever the Client's account shows the status 'active'. The active account status is understood to mean:
 2. having a balance of the Prepaid Account at a minimum level of 10 zlotys gross, due to crediting it with a transfer or a one-time payment with a payment card,
 3. having a charge payment card defined as the payment method at the terminal or through contacting the BiKeR BOK, which shall be debited automatically.
4. Bicycles may be collected from any of the BiKeR Stations:
 - a) in case of bicycles locked with the electric lock; after starting the BiKeR Terminal, logging in and proceeding according to the on-device messages. The opening of the lock is indicated by a corresponding electric lock message on the Terminal screen, and an audio signal.
 - b) in case of bicycles mounted with a combination lock only; using the BiKeR Terminal, Nextbike application for iOS and Android devices, or by calling the number given on the terminal: +48 (85) 871 01 01 (call charges as appropriate for the Client's mobile operator).
5. Bike collection starts as soon as the procedure described in point 2 above has been completed.
6. While collecting the bike, the Client receives a number to lock the combination lock. Until the return of the bicycle, this number can be recovered from the BiKeR Terminal, Nextbike application and BiKeR BOK.
7. Client must ensure, before riding, that the bike is suitable for the agreed use, in particular, that the tires are inflated and the brakes working. After releasing the bike, the Client is obligated to close the cable of the combination lock in such a way that it will not get in between the spokes of the wheel.
8. Should the Client encounter any malfunction of the bike, s/he is obligated to immediately report the problem to the BiKeR BOK and to return the bike to the nearest BiKeR Station.

9. Client's use of a faulty bicycle may result in his or her liability for any defects or damages arising therefrom, had the Client been able to notice the failure of the bicycle.
10. It is recommended for Clients to have on them, during the use of the bicycles, a mobile phone capable of making calls to the BiKeR BOK.
11. Basket mounted in front of the bike is designed exclusively to transport light items. For safety reasons, and to reduce the risk of damage of the bicycle, no heavy loads are allowed in the basket. The maximum weight of the load must not exceed 5 kg. Any items put into the basket must not extend above the edge. They should also not contain any sharp edges. If an accident occurs for reasons of misuse of the basket, the Client shall be held responsible and liable. The Operator shall not be held responsible for any damage to items carried in the basket.
12. Any problems with the collection, operation or return of the bike to the BiKeR Station should be reported by the Client over the phone to the BiKeR BOK. BiKeR BOK staff shall notify the Client as to the procedure and further actions. The bike should be used in accordance with its intended purpose. Being a means of urban transportation, the BiKeR bike should be used to move between BiKeR Stations. It is not allowed to use BiKeR bikes for mountain trails, jumps, stunts, tricks, races or towing or pushing anything.
13. In case of violation of the provisions of these Regulations, in particular resulting in any damage incurred by the Operator, the Operator reserves the right to freeze the Client's Account until the situation is resolved.

VIII. Maximum duration of hire

1. Clients are obligated to return hired bikes at the latest by the end of the twelfth hour from collection.
2. Exceeding the twelve hours of usage shall incur fees and charges, in accordance with the Fees & Charges Schedule.

IX. Repairs and Breakdowns

1. Any faults should be reported by telephone to BiKeR BOK. In the event of any breakdown which prevents further riding, the Client is obligated to discontinue riding, notify BiKeR BOK by phone and walk the bike to the nearest BiKeR Station.
2. It is forbidden to attempt any self-repairs, modifications or replacement of parts. The only authorized entity to do any of these is the BiKeR Service.
3. It is the Client's obligation to be able to make contact with the BiKeR BOK throughout the term of the use of the bike.

X. Return

1. The Client is obligated to attach the bike to the rack in such a way that the adapter mounted to the bicycle fork is introduced into the electro-lock, begin an integral part of the rack. The Client must also hold the bike till it is automatically locked in. The auto-lock closure will be signaled by an audible signal and by the physical blocking of the bike in the lock. It is highly recommended that the Client confirms the return of the bike by logging to the BiKeR Terminal, using the Nextbike application or contacting the BiKeR BOK.
2. Should it be impossible to return the bike by locking into the electric lock (say, there is no free racks in the BiKeR Station, or the Station is down) the Client is obligated to return the bike using the combination cable lock. The bike should be attached either to a bike rack or to another bike that is locked to the BiKeR Station. After locking the bike, the Client must block the combination lock, press the "Return" button on the electronic panel of the Terminal, and follow the instructions on the display. Once the lock is blocked, the Client can also return the bike using the website www.bikerbialystok.pl, the Nextbike app, or by contacting the BiKeR BOK.
3. In case of an incorrect return of the bike, referred to in points X.1. and X.2., the Client shall bears any costs of further use and may be held liable for theft, should that become the case.

XI. Fees & Charges

1. Charges are calculated based on rates given in the Fees & Charges Schedule, appended to the Regulations, available at www.bikerbialystok.pl and in BiKeR Terminals. The basis for calculating the particular amount to be charged is the number of minutes of use counted from the collection of the bike from the BiKeR Terminal or from the reception of the code to the combination cable lock till the moment then the bike is returned either by locking it in the rack's electric lock or by obtaining a bike return confirmation message from the BiKeR System.

2. Charges for use are varied and depend on the length of use of the bike and on the correct return of the bike in the BiKeR System. The basic charge for one-time use of the bicycle is the sum of dues for all subsequent time periods; therefore the cost of a 150-minute hire of the bike is 9 zł.
3. Charging time is divided into one-hour periods except for the first hour, which is broken down into a period of twenty or thirty minutes free bike hire to begin with.
4. In case of Clients paying in the form of the Prepaid Account, whenever the accrued charges for riding exceed available funds, the Client must top up his or her Account up to the minimum balance of PLN 10,00 gross in order to continue using the system.
5. If the charges due for riding exceed the current balance, the Client is required to top up his or her Prepaid Account balance to at least PLN 0 (say: zero zlotys) within 7 days. In case of settlement default, the Operator reserves the right to take appropriate legal action against the Client, aimed at obtaining that payment for performance under the Agreement. The Operator shall have the right to charge statutory interest on overdue amounts until the date of actual payment in full.
6. During the term of the agreement with the BiKeR System Operator prepayments towards hire charges (the top-up amounts) are non-refundable.
7. In case of a proven fraud related to misuse, in particular collecting and using bikes without authorization, the Client shall be charged the penalty fee provided for in the BiKeR Fees & Charges Schedule.

XII. Claims & Complaints

1. The client can file a complaint within 7 days from the date of the event that caused the complaint.
2. All complaints regarding the services provided under the Regulations may be submitted electronically to the e-mail bok@bikerbialystok.pl, and by mail or in person in the head office of the Operator. If data provided in the complaint or any other information needs supplementing, the Operator may ask, before considering a complaint, to provide additional explanations as required.
3. The operator shall recognize the complaint within 14 days from the date of its receipt or completion.
4. The Client agrees to receive the answer to the complaint by e-mail or by post to the mailing address, as indicated in the complaint. In particularly justified cases, the operator can send the response to another e-mail address, when so requested by the complaint author.
5. BiKeR BOK responds, including the position of the Operator on the complaint, the justification and the information about the mode of appeal. The Client has the right to appeal against a decision of the BiKeR BOK. Any appeals should be sent, regardless of the method of sending – mail or e-mail - no later than within 14 days after the Client receives the decision s/he intends to appeal. The appeal will be considered within 14 days from the date of its reception by the BiKeR BOK.

XIII. Agreement Termination at Client's Request

1. The Client has the right to terminate the Agreement. The notice of termination should be sent in writing to the electronic address bok@bikerbialystok.pl or to the postal address of the Operator.
2. Termination occurs within 14 days from the date of delivery of the notice to the Operator.
3. Before submitting the notice, the Client is required to top up the funds in the Prepaid Account up to a balance of 0 zł.
4. If the Prepaid Account balance exceed 0 zł at the time of the Agreement termination, the surplus will be returned to the account from which it was transferred, or – upon a clear request of the Client, to any other bank account, indicated in the notice. The returned amount will be reduced by the cost of the transfer.

XIV. Closing Provisions

1. By accepting these Regulations and by using the bike, the Client is considered to have made the following statements: good health allowing safe bike-riding, the ability and skills to ride a bike; possession of any licenses required by the law, and the knowledge of traffic regulations.
2. The Operator reserves the right to terminate the Agreement with 14 days' notice, should the Client violate the provisions of these Regulations (e.g. no acceptance of amended Regulations, failure to return the bike within the requested period). The Client is then entitled to claims against the Operator limited to the return of the Account Prepaid balance, unless it had been consumed by the Operator to cover outstanding liabilities chargeable to the Client.
3. The Operator is entitled to amend the Regulations or the Privacy Policy with effect for the future. The information about changes to these Regulations of the Privacy Policy will be made available at www.bikerbialystok.pl. Should no written information about the lack of acceptance of the changes be sent to the BiKeR BOK within 14 days of its dispatch to the Client, it shall be understood that the changes in the Regulations have been accepted by the Client.

4. Matters not covered by these Regulations shall be governed by applicable laws, in particular by the Civil Code and the Road Traffic Regulations.
5. In case of any discrepancies between the Polish and the foreign-language version of the Regulations, the Polish-language version shall prevail.

BiKeR FEES AND CHARGES SCHEDULE

Type of fee or charge			Gross value
Initial Fee			10 zł
Bike hire time:	Basic charge	Bike hire time:	Charge for Clients of Białystok City Transport System *
from 1 to 20 minutes	0 zł	from 1 to 30 minutes	0 zł
from 21 to 60 minutes	1 zł	from 31 to 60 minutes	1 zł
The second hour	3 zł	The second hour	2 zł
The third and each additional hour	5 zł	The third and each additional hour	4 zł

Fees and Charges Given in the Tables Include VAT

Penal Fees	
Letter notification on violations of the Regulations	10 zł
Bike return in a place other than one of the stations	50 zł + 5zł/km
Fee for exceeding the 12 hours bike hire limit	200 zł
Fee for abuse associated with the use of bicycle	200 zł
Bike theft, loss or damage	2000 zł

* Applicable to people who:

- 1) use a bearer electronic Białystok City Card as the ID in the BiKeR System,
- 2) have at the moment of bike collection any personal bearer season ticket, or a multi-pass ticket valid in tariff zone B (or I) encoded on the card.