

**REGULATIONS**  
**of the Lublin City Bike (*Lubelski Rower Miejski*) System, hereafter called LRM**  
[in force since 20<sup>th</sup> Aug 2014]

**I. General Provisions**

1. The present Regulations specify terms and conditions of using the Lublin City Bike System (hereafter called LRM) launched in the city of Lublin.
2. The LRM Regulations and the Privacy Policy are made available free of charge on the website [www.lubelskirower.pl](http://www.lubelskirower.pl) <http://www.lubelskirower.pl/> in the manner which allows for becoming familiar with its content, to obtain, reproduce and record it. The document can be obtained at the registered office of Nextbike Polska.

**II. Definitions**

1. **Regulations** – the present Regulations specify terms and conditions of using LRM, in particular conditions, scope of rights and obligations, as well as liability of the persons taking the opportunity for renting bikes within the LRM system. Accepting provisions of the Regulations and fulfilling all the conditions specified herein shall be the basis for and condition of allowing a person to rent a bike in the LRM System.
2. **Agreement** – Agreement between Customer and Operator, specifying mutual rights and obligations stipulated in the Regulations. It is acknowledged that Agreement including provisions of the present Regulations shall be concluded automatically upon Customer's registration in LRM, on condition that Customer makes a statement about accepting the Regulations and pays the initial fee in the process of Customer registration in LRM.
3. **Operator** – Nextbike Polska Sp. z o.o., ul. Przasnyska 6b, 01-756 Warszawa, performing services related to operating LRM.
4. **LRM System** – launched by Operator, a system of bike rental shops, including in particular bikes, technical infrastructure, software and equipment allowing for bike rentals.
5. **Customer** – a participant of the LRM System who accepted the Regulations and registered in the LRM System.
6. **LRM Service** – actions performed by the Operator, related to operation, repairs and maintenance of LRM.
7. **Customer Service Centre of Lublin City Bike (BOK LRM)** – platform activated by Operator, providing Customers with both direct contact and a telephone one with Operator via hotline at number 81 464 66 00 or 81 440 20 20, contact via e-mail at the address [bok@lubelskirower.pl](mailto:bok@lubelskirower.pl) and a twenty-four-hour service. Information about BOK operations is available on the website [www.lubelskirower.pl](http://www.lubelskirower.pl).
8. **LRM Station** – a set of bike stands with equipment for unassisted registration in the LRM system and for renting bikes via LRM Terminal. The specification of LRM stations is available on the website [www.lubelskirower.pl](http://www.lubelskirower.pl).
9. **LRM Terminal** – a device for unassisted bike rentals located at LRM Stations.
10. **Customer ID** – personal number allocated to Customer by Operator, recorded in digits in the form of a mobile phone number, whereas the above number was defined by Customer upon his/her registration in LRM, and a six-digit PIN which was provided upon registration in LRM. In order to facilitate the process of renting and returning a bike in the LRM System, after activation at the LRM Terminal, Customer may use Lublin City Card (*Lubelska Karta Miejska*), Electronic Student ID Card (*Elektroniczna Legitymacja Studencka*) ELS or a payment card operating in the proximity system. While renting and returning a bike the above-referenced IDs shall be treated as equal with Customer ID. While renting and returning a bike Customer shall have at his/her disposal the following ways of identification:
  - a. mobile phone number, which - together with PIN - is considered Customer ID,
  - b. Lublin City Card (LKM) – personalised, electronic, proximity card (RFID), with its unique, encoded number, used together with PIN,
  - c. Electronic Student ID Card (ELS), personalised, electronic, proximity card (chip + RFID) with its unique, encoded number, used together with PIN,
  - d. payment cards – consumer credit cards, charge, debit and prepaid cards, issued by payment organisations issuing Visa International and Mastercard International, as well as another card

fulfilling the requirements for considering it an electronic payment instrument as construed by the Law on Electronic Payment Instruments (i.e. Journal of Laws as of 2012 r., item 1232) together with its PIN. Terminals are adapted to operate with the products from the PayPass and PayWave families,

- e. other carriers compatible with LKM, adapted to coding the tickets of the Lublin city transport system, together with PIN.

After logging into Customer's account on the website [www.lubelskirower.pl](http://www.lubelskirower.pl), S/He may switch off the PIN code by marking off the option: *For security reasons, ask me for my PIN at every rental and return*. This option allows for rental/return of a bike without the need to provide PIN code while using the following identification options: b, c, d and e, at the terminal.

11. **Tables of Fees and Fines** – price list of LRM services and fees, which is an integral part of the Agreement. The price list is available on the website [www.lubelskirower.pl](http://www.lubelskirower.pl).
12. **Prepaid Account** – personal Customer account in the settlement system of the LRM System in which there are made operations of crediting and debiting the account for the use of services and products offered in the LRM System, according to Tables of Fees and Fines. Prepaid Account may be supplied by Customer with advance payments, in the form of prepayment.
13. **Initial Fee** – registration fee for the LRM system, amounting to gross PLN 10 (say: ten zloty), paid by Customer upon registration in LRM, whereas payment of the above fee shall equal Customer's acceptance of the provisions of the present Regulations, and – at the same time – shall be the first payment towards Credit Amount.
14. **Credit Amount** – payment made towards rentals into Prepaid Account.
15. **Securing Procedure** – every procedure initiated by Operator in the event that a bike has not been returned within the required time limit and condition, in particular investigation procedure, debt collection proceedings and court proceedings.
16. **Area of Use** – administrative borders of the city of Lublin.
17. **Bike Rental** – renting a bike at an LRM Station with the use of Customer ID or in the manner specified in Item II.10. The process of rental shall be specified by item VII. of the Regulations.
18. **Bike Return** – returning a bike to an LRM Station. The process of return shall be defined by item X of the Regulations.

### III. General Conditions of Using LRM

1. A condition for using the LRM System shall be that Customer provides His/Her personal data required upon registration, S/He accepts provisions stipulated in the present Regulations and pays Initial Fee. Moreover, a condition for using LRM shall be keeping the minimum balance of the Customer account at the time of any rental amounting to at least PLN 10 (say: ten zloty).
2. Operator shall rent a bike to Customer on conditions stipulated in the Regulations. Customer shall undertake to observe provisions of the Regulations, in particular to pay the agreed fee and to use the bike in accordance with the Regulations.
3. Persons who are older than 13 but younger than 18 (hereafter called minor), shall be obliged to provide Operator with a written consent to conclude the Agreement from at least one parent or legal guardian prior to concluding the Agreement. They shall also be obliged to provide a statement about the parents' or guardians' overtaking liability on account of any possible damage resulting from – in particular – non-performance or misperformance of the Agreement and they shall be obliged to cover current liabilities stipulated in Tables of Fees and Fines. In the statement parents or legal guardians must undertake to credit the minor's account in the LRM System. The consent must be sent by electronic mail to the e-mail address [bok@lubelskirower.pl](mailto:bok@lubelskirower.pl), by post to Operator's address, or delivered personally to the BOK LRM registered office.
4. Customer may rent up to four bikes at the same time. After reserving in advance it is possible to increase the number of bikes rented at the same time.
5. Use of a rented bike is permitted in the Area of Use.

### IV. Liability / Obligation

1. Customer shall be liable for using a bike in accordance with its intended use and provisions of the Regulations.
2. Customer shall undertake to return a fully operational bike in the same condition as at the time of rental. Customer shall be liable for the results of events following His/Her violation of the binding law while using the LRM System.
3. The bikes from the LRM System may be used exclusively for non-commercial purposes.
4. Customer shall be liable for the rented bike/ all rented bikes, if several bikes are rented at the same time, from the time of renting them at LRM Station until their return to LRM Station. Customer shall

be obliged in particular to undertake actions aimed at preventing damage or theft of the rented bike, taking place from the time of bike rental at an LRM Station until return of the bike to an LRM Station.

5. In the case of theft of a bike committed during rental, Customer shall be obliged to notify BOK LRM and immediately report the theft (robbery) at the nearest police station.
6. It is forbidden to use the bikes of the LRM System by persons under the influence of alcohol or other intoxicants, psychotropic substances or substitutes, as defined by regulations on counteracting drug addiction; strong antiallergenic drugs, or other drugs which – based on their definition - prohibit operating vehicles or recommend abstaining from the above.
7. Customer shall be fully and totally liable and shall undertake to cover any tickets, fees, etc., received by Customer and related to using a bike.
8. If there is substantiated damage resulting from misuse of the equipment being a part of the LRM System, Customer shall consent to cover the costs of repairs and restoration of the equipment to its original condition from before the rental. Operator shall issue an appropriate bill or VAT invoice for doing the necessary repairs.
9. In the case of incorrect return of a bike through Customer's fault, Customer shall bear the costs of its subsequent rental and shall be responsible for a possible theft or damage. If there are any difficulties related to returning a bike, Customer shall be obliged to contact BOK LRM.
10. Any intentional destruction of Operator's property shall result in instituting court proceedings. Operator shall be entitled to take legal action against the perpetrator of damage and destruction for repayment of any justified costs, including the costs of legal services.
11. Customer shall be responsible for any damage resulting from non-performance or misperformance of the Agreement up to its full value, whereas one of damage elements may be so-called reproduction cost of a bike defined in Tables of Fees and Fines.

#### **V. Registration**

1. The necessary condition for using the LRM System is prior registration of Customer and payment of Initial Fee.
2. Registration takes place on the web portal located at the address [www.lubelskirower.pl](http://www.lubelskirower.pl). Additionally, it is allowed to register at BOK LRM, via telephone through an employee of BOK LRM and with the use of a payment card which can be charged in the LRM terminal, as well as via the Nextbike application available on devices with the iOS and Android systems.
3. During the registration process via the website of [www.lubelskirower.pl](http://www.lubelskirower.pl), via the Nextbike application, personally or by contacting an employee of BOK LRM via telephone the following personal data must be provided:
  - a. full name;
  - b. contact address, i.e. city/town, street with house/flat number, post code, country, e-mail address;
  - c. mobile phone number;
  - d. payment card number for payment with a chargeable payment card.
4. During the registration process at LRM Terminal, Customer shall provide the following personal data:
  - a. mobile phone number;
  - b. full name;
  - c. number of a chargeable payment card.
5. During the registration process at LRM Terminal Customer enters a PIN code that S/He has decided upon. Whereas during registration via the website, Android application or BOK LRM – PIN is generated automatically. After the registration has been completed, Customer shall receive confirmation from the LRM System about successful registration as well as His/Her individual PIN, which shall constitute Customer ID in the LRM System along with the provided mobile phone number.
6. The condition for registration shall be providing true data, acceptance of provisions stipulated in the present Regulations and consenting to processing personal data in accordance with the Personal Data Protection Act as of 29<sup>th</sup> August 1997 in order to perform the Agreement (i.e. Journal of Laws as of 2002 no. 101, item 926). Customer shall be entitled to access His/Her personal data and shall be able to correct, supplement or amend it. The administrator of personal data is Nextbike Polska Sp. z o.o. with its registered office in Warsaw at 01-756 Warszawa, ul. Przasnyska 6b. Providing personal data is voluntary, however necessary; failure to provide personal data makes it impossible to use the service and LRM System. Security information regarding personal data is available in Privacy Policy of Nextbike Polska at the address: <https://lubelskirower.pl/en/privacy-policy/>.

7. Personal data shall be processed exclusively for the needs of LRM operations and may be made available to other entities cooperating with Nextbike exclusively as defined by the binding legal regulations.
8. Customer may also consent to receive information materials about services provided by Operator within LRM via sms or electronic mail, as well as to receive anonymous questionnaires sent via electronic mail or made available directly in the LRM System, serving the purpose of Operator collecting from the LRM Customers demographic and profile data which is not personal data (such as education, employment, age). These data may be used for researching Customer preferences and adjusting Operator's offer to their expectations, as well as for statistical analyses and for creating a collective image of Customers passed on to Operator's marketing partners. Receiving information materials and disclosing the above-referenced data is always voluntary, and at any time Customer may decide not to receive information materials or questionnaires.
9. The content of particular transactions / rentals shall be made available exclusively to Parties to the Agreement. Each Customer who completed the registration procedure, after logging in shall have access to all His/Her transactions / rentals as long as they are stored in the IT system. Customer data related to particular transactions / rentals shall be stored by the LRM IT system. If there are no overdue fees for using bikes, data shall be deleted immediately after Customer has filed a request for deleting them. If a complaint has been filed, these data shall be stored until the complaint procedure and possible proceedings resulting from the above have been exhausted for 6 months; Customer complaint has been considered, or for evidence purposes, however for a period not shorter than 6 months and not longer than 2 years, starting with the date of a response to the complaint. If within this time there has been a report (e.g. about satisfaction of claims or redressing the damage), data shall be processed while establishing possible liability of Operator/Customer and executing the decision made in the case.
10. Personal data shall be processed, stored and secured in accordance with binding legal regulations.
11. Administrator of personal data – Operator shall undertake to keep personal data confidential and not to disclose them to other entities, unless Customer clearly authorises Operator to do so or such an authorisation follows from a legal regulation. This obligation shall be binding following expiration of the legal relationship binding the Renting Party and Operator.
12. In order to adjust the content and services to individual needs and interests of Customers, Operator shall use so-called cookies, i.e. information recorded on Customer's computer by the Website server, which can be read by server every time a connection is made from this computer. Cookies provide statistical data about Customer movements and Customer use of particular LRM pages, as well as they allow for providing efficient services. Customer may at any time switch off the option of accepting cookies in His/Her browser, however this may cause difficulties, and even disable the use of the LRM System.

## **VI. Forms of Payment**

1. Payment for services and products offered within the LRM System may be made:
  - a. by charging the account of Customer's payment card; or
  - b. by supplying the Prepaid Account by bank transfer or by payment card, in particular via the website [www.lubelskirower.pl](http://www.lubelskirower.pl), from which funds shall be drawn in the amount following from Tables of Fees and Fines, and subsequently transferred to Operator's account. The form of payment may be changed at one's discretion by choosing a suitable option in the LRM System, made available via [www.lubelskirower.pl](http://www.lubelskirower.pl);
  - c. in cash at Customer Service Centre.
2. Placing an order to charge a payment card shall be made upon registration by entering the number of payment card, i.e. a credit or charge card, in LRM Terminal, while contacting BOK LRM, as well as via the Nextbike application, available on equipment with the iOS and Android systems.
3. The form of payment may be selected after logging into the website [www.lubelskirower.pl](http://www.lubelskirower.pl).
4. All payments shall be transferred onto Operator's account.

## **VII. Rental**

1. Rental of a bike shall be possible when Customer has an active account status. An active account status shall be construed as:
  - a. keeping a minimum balance of gross PLN 10 in Prepaid Account, supplied by bank transfer or a single payment with the use of a payment card or in cash at Customer Service Centre;
  - b. defining the form of payment as one by chargeable payment card, at the terminal or by contacting BOK LRM, whereas the funds from such a card shall be drawn automatically.
2. A bike rental shall be possible at any LRM Station:

- a. for a bike locked with an electrical lock; following activation of LRM Terminal, logging in and proceeding according to the messages displayed on LRM Terminal device. Releasing an electrical lock shall be signalled by a suitable message displayed on LRM Terminal and a sound signal;
- b. in the case of a bike locked exclusively with a combination lock; with the use of LRM Terminal, via the Nextbike application, available on devices with the iOS and Android systems, via telephone – calling the numbers provided on terminal: 81 464 66 00 or 81 440 20 20 (answering machine – connection costs as per operator tariff rates).
3. Rental shall commence upon completion of rental procedure specified in item 2.
4. Upon rental Customer shall receive a number for the combination lock on the bike being rented. This number may be confirmed at LRM Terminal, via the Nextbike application and at BOK LRM until return of the bike.
5. Before cycling Customer shall be obliged to ensure that the bike is fit for the agreed use, in particular that bike's tires are inflated and the brakes are in working order. Once the bike has been unlocked, Customer shall be obliged to secure the cable in a manner which shall prevent it from getting caught in the wheel.
6. If a defect of a bike is found when renting a bike, Customer shall be obliged to report the problem immediately to BOK LRM and to deliver the bike to the nearest LRM Station.
7. Customer renting and using a defective bike may lead to His/Her liability for defects or damage resulting from the above, provided that Customer was able to notice that the bike is defective.
8. It is recommended that at the time of renting Customer should have a mobile phone which is fit for making connections with BOK LRM.
9. A basket mounted at the front of a bike is fit exclusively for transporting light objects. In order to ensure security and to avoid destruction of the bike no heavy objects should be placed there. The maximum weight of a deposit may not exceed 5 kg. Objects placed in the basket may not protrude from the basket rim; they also should not contain any sharp edges. If an accident occurs due to misuse of the basket, Customer shall be liable and shall cover the costs following from the above. Operator shall not be liable for damage of the goods or objects transported in the basket.
10. If there are any problems with rental or return of a bike to LRM Station, Customer shall be obliged to contact BOK LRM via telephone. An employee of BOK LRM shall notify Customer about subsequent procedure. A rented bike ought to be used in accordance with its intended use. As a means of city transport an LRM bike serves the purpose of travelling between LRM Stations. LRM bikes may not be used for the purposes of mountains trips, jumps, stuntman tricks; one may not race or use a bike for pulling or pushing anything.
11. If the provisions of the present Regulations have been violated, in particular resulting in damage to Operator, Operator shall reserve a right to freeze Customer's account until the matter has been clarified.

#### **VIII. Duration of Rental**

1. Customer shall be obliged to return the bike upon the lapse of the twelfth hour of rental at the latest.
2. When twelve hours of rental have elapsed, fees and fines shall be calculated as defined by Tables of Fees and Fines.

#### **IX. Repairs and Failures**

1. All failures ought to be reported via telephone to BOK LRM. If there occurs a failure which prevents Customer from cycling further, Customer shall be obliged to stop and notify BOK LRM via telephone, as well as to deliver the bike to the nearest LRM Station.
2. It is forbidden to make any repairs, modifications or replacements of parts in the rented bike individually. The only entity entitled to perform such actions shall be LRM Service.
3. Customer shall be obliged to be able to contact BOK LRM throughout a bike rental.

#### **X. Return**

1. Customer shall be obliged to tie a bike into the stand in such a manner that the adapter mounted on the bike fork is entered into the electrical lock, which is an integral part of the stand, and to hold the bike until the lock closes automatically. Automatic locking shall be marked with a sound signal and a physical closing of a bike within the lock. It is recommended that Customer ensures that the bike has been returned in the LRM System. Customer may do this by logging into LRM Terminal, via the Nextbike application or by contacting BOK LRM.
2. If it is impossible to tie a bike into the electrical lock (e.g. there is no empty stand at the LRM Station or there occurs a failure of the LRM Station), Customer shall be obliged to return the bike with the

use of a combination lock, by tying the bike into the stand or to another bike located at the LRM Station, to block the lock, press the "Return" button on the electronic part of the LRM Terminal and to proceed according to the instructions on display unit. After the lock has been blocked, Customer may also return the bike via the website [www.lubelskirower.pl](http://www.lubelskirower.pl), via the Nextbike application or by contacting BOK LRM.

3. If a bike has been returned in an incorrect manner as defined in items X.1. and X.2., Customer shall bear the costs of its subsequent rental and shall be liable for a possible theft.

#### **XI. Fees**

1. Fees shall be calculated based on the rates stated in Tables of Fees and Fines, which constitute an attachment to the Regulations and are available of the website [www.lubelskirower.pl](http://www.lubelskirower.pl) and at LRM Terminals. The basis for calculating a fee shall be the number of minutes calculated starting with the time of bike rental at LRM Terminal, or with the time of receiving a combination opening security cable until the time of tying the bike into the electrical lock or obtaining confirmation of accepting a bike return from the LRM System.
2. Fees for using the rental services are varied and depend on the duration of a bike rental. A fee for one-time rental is the total of the sums due for subsequent time periods, e.g. the cost of a 150-minute rental equals PLN 8.
3. The period of calculating fees shall be divided into one-hour periods, except for the first hour of rental during which the period of the first twenty-minutes of rental shall be separated.
4. If fees calculated for a ride exceed funds kept in the account, Customer shall be obliged to credit His/Her Prepaid Account up to the balance of at least PLN 0 within 7 days. If the due amount has not been paid, Operator shall reserve the right to take legal actions against Customer, aimed at obtaining payment under the performed Agreement. Operator shall be entitled to calculate statutory interest on overdue amounts until the date of actual payment made in full.
5. Within the term of the agreement with the Operator of the LRM System fees paid towards rentals (Credit Amount) shall not be subject to return.
6. If there have been proven cases of abuse related to incorrect use, in particular cases of unauthorised bike rentals, Customer shall be charged with a fine provided for in the LRM Table of Fees and Fines.

#### **XII. Complaints**

1. Customer may file a complaint within 7 days of the date of the incident which is the reason for the complaint.
2. Any complaints related to services performed based on the Regulations may be filed in an electronic form at the e-mail address: [bok@lubelskirower.pl](mailto:bok@lubelskirower.pl), by post at the Operator's address or personally at the Operator's office. If data or information provided in the complaint ought to be supplemented, prior to considering the complaint Operator shall request the party filing the complaint to supplement it within the indicated scope.
3. Operator shall consider a complaint within 14 days of the date of its receipt or supplementation.
4. Customer shall consent to a response to a complaint being sent via electronic mail or by post to the correspondence address in the manner provided in the complaint. In particularly justified cases Operator may sent a response to another e-mail address, indicated by the party filing the complaint.
5. BOK LRM shall give a response including Operator's position on the complaint, reasons and information about the appeal course. Customer shall be entitled to appeal against the decision made by BOK LRM. Appeals ought to be sent irrespective of their manner of serving – by letter or e-mail – not later than within 14 days of serving Customer with the decision against which S/He wishes to appeal. An appeal shall be considered within 14 days of its receipt by BOK LRM.

#### **XIII. Termination of Agreement at Customer's request**

6. Customer shall be entitled to terminate Agreement. A written notice of termination ought to be sent to the electronic mail address of [bok@lubelskirower.pl](mailto:bok@lubelskirower.pl) or to Operator's postal address.
7. Termination of Agreement shall take place within 14 days of serving the notice of termination on Operator.
8. Prior to sending the termination notice Customer shall be obliged to supplement the funds in the Prepaid Account up to the balance of PLN 0.
9. If funds in the Prepaid Account exceed PLN 0 on termination date of Agreement, they shall be returned to the account from which they were paid or - at the Customer's explicit request - to another one, stated in the notice of termination. The costs of transfer shall be deducted from the amount being returned.

#### **XIV. Detailed Conditions of Using Audio Guides**

1. The operator of the audio guide service in the LRM system is Nextbike Polska Sp. z o.o.
2. Audio guide is a device used for individual sightseeing, rented by Operator.
3. Audio guides can be rented and returned every day from 9:00 a.m. to 5:00 p.m. while the system is in operation, exclusively at the Customer Service Centre of LRM.
4. In order to use the service one ought to:
  - a. pay the fee for the declared period of rental:
    - 1) PLN 8 for a rental of up to 3 h,
    - 2) PLN 16 for a rental of up to 8 h,
  - b. make the deposit of PLN 100 at the place of rental,
  - c. acknowledge the receipt of the device,
  - d. listen to the instructions for the device use.
5. The maximum period of rental of an audio guide shall equal 8 hours.
6. Customer may rent up to four audio guides at the same time.
7. Liability for the rented equipment in the period of rental shall be with Customer.
8. If an audio guide has been lost, Customer shall agree to cover the costs of repair and reproduction into the original condition from before the rental. Operator shall draw an appropriate bill or VAT invoice on Customer for doing the necessary repairs.
9. Upon return Customer shall be obliged to make the additional payment under the price list, if the device is being returned after the time limit according to the fee paid upon rental. If the additional payment has not been made, Nextbike Polska Sp. z o.o. may deduct this amount from the deposit paid in cash.
10. Customer:
  - a. ought not to leave the device unattended, without adequate supervision,
  - b. shall be obliged to take care of the device – not to throw it, not to expose it to moisture, rain or other liquids, high temperature, etc.,
  - c. under no circumstances may S/He copy or record the broadcast from the device - under the pain of losing the deposit and/or notifying the police,
  - d. may not transport the device outside the Area of Use - under the pain of losing the deposit and/or notifying the police,
  - e. in the case of a theft of the rented device, S/He shall be obliged to notify the police and Operator immediately,
  - f. if the rented device has been damaged, as well as if the device is found to have been misused, S/He shall be obliged to return it immediately and cover the costs of repairs.
11. Persons below 18 may use the device only through their guardians, who are adults, and at their responsibility, as well as upon their consent.

#### **XV. Final Provisions**

- a. Acceptance of the present Regulations and rental of a bike and/or audio guide shall equal the following: declaration of the health condition allowing for riding a bike/ using an audio guide safely; displaying a skill of bike-riding; having qualifications required by legal regulations and being familiar with road traffic regulations.
- b. Operator shall reserve the right to terminate Agreement with a 14-day notice when Customer violates the provisions of the present Regulations (e.g. does not accept new Regulations, does not return a bike within the required time limit), whereas Customer shall be entitled to claims for the return of funds on Prepaid Account against Operator, provided that these funds have not been used by Operator to cover the due and payable liabilities encumbering Customer.
- c. Operator shall be entitled to make amendments to the Regulations or Privacy Policy which shall be effective ex nunc. Information about amendments to the present Regulations or Privacy Policy shall be made available at the address [www.lubelskirower.pl](http://www.lubelskirower.pl). If no written notification about the non-acceptance of an amendment to the Regulations is sent to BOK LRM within 14 days of it being sent to Customer, it shall equal Customer's acceptance of amendments made in the Regulations.
- d. In matters not regulated by the present Regulations, there shall apply binding legal regulations, and in particular the Polish Civil Code and the Road Traffic Law Act.
- e. If there are any discrepancies between the Polish and foreign language versions of the Regulations, the basis for interpretation shall be the Polish version of the Regulations.

#### **TABLES OF FEES AND FINES**

<b>Type of fee</b>		<b>Gross amount</b>
Initial Fee		PLN 10
Deposit for audio guide rental		PLN 100
Fee for bike rental	Period of rental:	
	from 1 to 20 minutes	PLN 0
	from 21 to 60 minutes	PLN 1
	Second hour	PLN 3
	Third and each subsequent hour	PLN 4
Fee for audio guide rental	Period of rental:	
	Up to 3 hours	PLN 8
	Up to 8 hours	PLN 16
A letter notifying about violation of Regulations		PLN 10
Fee for exceeding 12 hours of rental		PLN 200
Fee for abuse related to bike rental		PLN 200

<b>Fines</b>	
Theft, loss or damage of a bike	PLN 2.000
Theft, loss or damage of an audio guide	PLN 1.300

**Fees provided in the Table include VAT**