

TERMS AND CONDITION OF THE CITY BIKE SYSTEM - SUWER

I. PREAMBULE

1. This document specifies the principles and conditions for using the SUWER System within the area designated by the City of Suwałki, Mickiewicz Street 1, 16-400 Suwałki in accordance with Appendix 1 to these Terms and Conditions.
2. These Terms and Conditions are available free of charge. Clients can review it on the website <https://www.suwer.pl>, via the dedicated ROOVEE app and also on the website of the Suwałki's City Hall www.um.suwalki.pl and Department of Roads and Urban Greenery www.zdiz.suwalki.pl.
3. The operator of the ROOVEE System is ROOVEE S.A., with its registered office at ul. Ryżowa 33a/7, 02-495 Warsaw, office@roovee.eu.
4. By using the SUWER city bikes, the Client confirms that he/she has read these Terms and Conditions, accepts their provisions, and will comply with them.

II. DEFINITIONS

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



- 6. Client** – a natural person using the ROOVEE System who has concluded an appropriate agreement.
- 7. Operator** – ROOVEE S.A, providing services connected with the operation of the ROOVEE System in the City of Suwałki with its registered office at ul. Ryżowa 33a/7, 02-495 Warsaw
- 8. Initial fee** – a one-time fee allowing the use of the SUWER System. The minimum account balance is specified in the Table of Pricing and Fees.
- 9. Charged fee** – the fee charged for the Bicycle rental.
- 10. Processing fee** – the fee collected when additional costs are incurred in connection with the invalid return of the bicycle by the Client.
- 11. Penal fee** – the fee charged for using bicycles and system infrastructure in a way inconsistent with the terms and conditions of the SUWER system or terms and conditions of Roovee system (which you can review on the website <http://roovee.eu/downloads/regulamin.pdf>) damaging and stealing the bike or any of the infrastructure that belongs to the City of Suwałki. You can review a detailed list of fee amounts in the Pricing table, which constitutes Appendix 2 to these Terms and Conditions. The Client has 14 days since the time of applying the fee to submit his complaints
- 12. Additional fee** – the fee charged at the instant of exceeding first 30 minutes of using the bike, returning the bike outside the designated bike stations, using the bikes in a way inconsistent with its purpose, leaving the bike in a not allowed spot, transporting third parties in a way inconsistent with the terms and conditions.
- 13. BM online payment** – the Blue-Media online-payment system which can be used to make payments in the SUWER System. The BM system is operated by BLUE MEDIA S.A., with its registered office in Sopot, 81-717 Sopot, ul. Powstańców Warszawy 6, entered in the Register of Entrepreneurs kept by the District Court Gdańsk-Północ in Gdańsk, 8th Commercial Division of the National Court Register under KRS number 0000320590, NIP[Tax ID]: 585-13-51-185, REGON [business activity type]: 191781561. In the Blue Media online-payment system there is possible to conduct the payment via money transfer, credit card, Blik and Pay-By-Link.
- 14. Stopover/pause** – the pausing of a ride on the mobile app of SUWER user, and by manually closing the ROOVEE LOCK CONTROL.
- 15. Client Account** – the Client's individual account in the ROOVEE System, which is credited and debited for the use of the system in accordance with the Table of Pricing and Fees.
- 16. Terms and Conditions** – these terms and conditions define the types, scope, rules and conditions for using the ROOVEE System in the city of Suwałki, and also the scope of the rights, responsibilities and potential liability of both the Operator and the Client. Accepting these Terms and Conditions, and complying with all their provisions, is necessary to use the SUWER System in the SUWER system's operation zone (including renting a SUWER) as well as it is obligatory in the SUWER system's registration process. The Client concludes an agreement with the Operator upon accepting the Terms and Conditions, completing the registration process, and paying the Initial Fee in the SUWER System.
- 17. Reservation** – the reservation of a selected SUWER bicycle available on the mobile app.
- 18. ROOVEE LOCK CONTROL** – a security device for a bicycle (equipped with the ROOVEE electronic module) conducting the process of renting out and returning the bicycle, controlling the lights on the bicycle, and monitoring its location (GPS, Accelerometer),
- 19. Rack** – a fixture in the designated bike station.



20. The SUWER operation zone – a designated area of the City within which the SUWER System may be used. This zone encompasses the Suwałki's city limits.

21. Bike stations – a designated area in which the user can rent or return a bike (regular, tandem, electric) without an additional fee. Information on designated bike stations can be reviewed in the Appendix 1 to these Terms and Conditions, and is available in the ROOVEE mobile app and on the website <https://www.suwer.pl/>. Information on designated bike stations are also available on websites www.um.suwalki.pl, www.zdiz.suwalki.pl and on the information poles.

22. SUWER System – a self-service bicycle-rental system (city bike rental system) which involves bicycles, software, designated bike stations, the ROOVEE mobile app, the website <https://www.suwer.pl> and ROOVEE LOCK CONTROL.

23. Table of Pricing and Fees – the price list for services and charges for the SUWER System, binding on the Client, which constitute Appendix 2 to the Terms and Conditions, and is available on the website <https://www.suwer.pl>

24. Telecode – four-digit identification number allowing to rent a bike without an application.

25. Information pole – the element of the designated bike stations.

26. Agreement – an agreement concluded between the Client and the SUWER System Operator, setting out the mutual rights and responsibilities, as specified in the Terms and Conditions. An agreement which includes the provisions of the Terms and Conditions is automatically concluded upon the Client's registration in the SUWER System, provided that the Client both submits a declaration on accepting the Terms and Conditions and has paid the Initial Fee.

27. Bicycle rental – an operation performed using the Mobile App available for download on <https://www.suwer.pl> using the QR code located on the bicycle. The rental can also be performed via Telecode or SMS.

28. End of rental – an operation involving the manual closing of the ROOVEE LOCK CONTROL in a designated Bike Station

29. Ordering Party – the City of Suwałki, Mickiewicz Street 1, 16-400 Suwałki.

30. Returning a bicycle – returning a bicycle in one of the designated bike stations.

III. THE GENERAL TERMS AND CONDITIONS OF USE OF THE SUWER SYSTEM

1. To use the SUWER System it is mandatory to complete the registration process in the SUWER system via the mobile app or by going to <https://www.suwer.pl>, providing the required and correct personal data, accepting the provisions of these Terms and Conditions and pay the initial fee indicated in the Table of Pricing and Fees.

2. To register, the Client must have an active e-mail account, an active phone number. To use the mobile app Client has to have a phone with access to the Internet running on Android or iOS in a version specified in the Google Play store or App Store.



3. The Operator provides the latest version of the Application running on the Android or iOS operating systems. For the application to work properly, the latest version should be installed at all times.
4. The Client rents a bicycle from the Operator under these Terms and Conditions. The Client shall comply with these Terms and Conditions, and in particular pay the charges in accordance with the Table of Pricing and Fees, use the bicycle in compliance with these Terms and Conditions, and report any defects via the application or by e-mail to bok@roovee.eu
5. From the time of renting out to its return, the Client shall take full responsibility for the bicycle, except for the circumstances provided for in 8.
6. Should the bicycle be stolen while it is being rented, the Client shall immediately report this fact to the Customer Service phone number 88 77 66 833 and reporting the theft to the nearest Police or City Watch. The Client shall also promptly report it to the closest Police or Municipal Police station. If the rented bicycle has been inadequately secured, the Client will be liable for its being stolen, especially if he/she has failed to manually close the ROOVEE LOCK CONTROL or leaves the bike outside the bike station. The Client is not liable for its being stolen if aforementioned offenses did not occur, and the theft has been immediately reported to the aforementioned Authorities and to the Roovee's Customer Service.
7. The Client may rent 2 bicycles at a time. The Client takes full responsibility for the rented bicycles.
8. Underage persons, or persons at least 13 but below 18 years of age, or other persons who have limited legal capacity, must submit to the Operator a written consent from their parent (legal guardian) or legal representative to conclude the Agreement, along with an appropriate declaration constituting Appendix 3 to these Terms and Conditions on accepting responsibility for potential damage, in particular in connection with the non-performance or improper performance of this Agreement. The consent and declarations must contain the signature of the person submitting the appropriate declarations. The Operator reserves the right to verify the authenticity of the submitted declarations. The declaration must be submitted in electronic (scanned) form to the address bok@roovee.eu. After verification, the Agreement is considered to have been concluded, and the underage person may access the Mobile App. Neither the Ordering Party nor the Operator shall be responsible for the provision of false data by persons with limited legal capacity.
9. The Client may use the rented bicycle within the Suwałki's city limits (SUWER system operation zone) and outside of the city limits (outside the SUWER system operation zone). The client has to return the rented bike (regular, tandem, electric) in any of the designated bike stations which is placed inside the SUWER system operation zone. The locations of the designated bike stations and the SUWER system operation zone is constituted in Appendix 1 to these Terms and Conditions. You may also review the bike stations' locations and the SUWER system operation zone on the website <https://www.suwer.pl> and via the mobile app.
10. Stopovers are included in the rental time and added to the final charge, in accordance with the Table of Pricing and Fees.
11. Bicycle reservation is voluntary and enables the Client to book the selected bicycle. The reservation time is 10 minutes, and is not included in the bicycle rental time. If the Client fails to rent the bicycle within 10 minutes from making the reservation, it is automatically cancelled. Reservation is free. The Operator may limit the number of reservation that may be performed in a row and may introduce a cooldown, during which beginning a new reservation will not be possible.



IV. RESPONSIBILITY

1. The Client shall use the bicycle in accordance with these Terms and Conditions, their purpose, and the applicable law, including the Traffic Code.
2. The SUWER System bicycles must not be used by persons under the influence of alcohol, intoxicants, psychoactive substances or narcotic-replacement drugs, within the meaning of the regulations on counteracting drug addiction, and medicines affecting the ability to ride or drive.
3. The Client shall return the rented bicycle in the same condition as at the time of renting.
4. After rental, the Client shall verify the technical condition of the bicycle. If any damage is found, the Client should immediately report the issue via the Mobile App using the "Report a problem" option.
5. If the problem is found while the bicycle is in use, the Client must report this fact as soon as possible via the Customer Service, and return the bicycle to the nearest designated bike station in accordance to the Terms and Conditions.
6. From the time of renting out to its return the Client shall be responsible for the bicycle, and shall take any reasonable actions to prevent bicycle damage, destruction or theft.
7. The Client takes full responsibility for lending the bicycle to third parties.
8. Should the Client provide the bicycle for use by third parties during the rental period he/she shall remain liable, in particular, for its damage or theft, until the rental is ended.
9. Should the bicycle be improperly returned, particularly by failing to close the ROOVEE LOCK CONTROL, the Client shall bear the costs of the continuing rental and shall be responsible for the potential theft or damage of the bicycle.
10. If there are any problems with returning the bicycle, the Client shall contact the Customer Service.
11. The Client shall cover all penalties, tickets and fines imposed on him/her in connection with the use of the bicycle, in breach of the currently binding legal regulations. The Client shall also cover all fees related to using the bike in a way inconsistent with the terms and conditions of the SUWER system in accordance with Appendix 2 pricing Table.
12. In the event of damage to the ROOVEE System infrastructure (bicycles, racks or information poles), the Client shall cover all the repair costs in accordance with the pricing Table. The Client shall receive a bill or a VAT invoice for the relevant repairs from the system's Operator in accordance with the pricing Table. The funds needed to cover the costs of damage may be collected from the Client's account without additional permission.
13. It is forbidden for Clients to transport bicycles by car or other means of transport.
14. The Client shall bear full liability for any potential damage resulting from the non-performance or improper performance of the Agreement.
15. The Client may rent the bicycles only for private use.



16. The Clients shall use the bicycles and the app in accordance with their purpose, in a manner which does not interfere with their operation, while respecting the personal rights of third parties. They shall also use all services provided via the app within the limits of the permitted use.

17. It is strictly forbidden to use bicycle on way inconsistent with the terms and conditions, in particular: exceeding the basket's maximum encumbrance, using the bike in more than the permitted number of people, riding a bicycle under high curbs with high speed, using a bicycle outside the permitted areas (e.g. on skateparks), using bicycle for freestyle ride, performing acrobatics, using a bicycle with the risk of its damage. For breaking terms and conditions Customer will be charged according to terms and conditions Annex 2.

18. In case of notorious breaking these Terms and Conditions the Operator can limit or block Client's access to the SUWER system.

V. CLIENT REGISTRATION

1. The Client's Registration occurs after installing the app or on the website <https://www.suwer.pl> and it requires providing the data marked as obligatory – the real first and last name, the e-mail address and mobile phone number.

2. Registration requires an active e-mail address and a mobile phone number.

3. During the registration process, and when using the ROOVEE System, the Client is obliged to provide true data, to keep his/her password, telecode and to not share his login with third parties.

4. The registration shall only be valid if true data is provided, and these Terms and Conditions are accepted. Data is provided on a voluntary basis but is necessary, because failing to do so renders using the system impossible.

5. The Operator reserves the right to introduce technical modifications in the user registration and service provision processes.

6. If it is revealed that the Client's use of the ROOVEE infrastructure does not comply with the Terms and Conditions, the Operator and the Ordering Party may block the Client's account. In such cases, re-registration shall only be possible if the Operator provides the prior consent to doing so.

7. The Operator and the Ordering Party reserve the right to contact the Client for the purposes of implementing the Agreement.

8. Personal data, address data and contact data is required during the process of identifying the Client in the ROOVEE System.

VI. PAYMENT METHODS

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

2. The Client pays the initial fee, and all fees resulting from the Table of Pricing and Fees, through the wallet module in the app.



3. When making payment, the Client should read and accept the Terms and Conditions relating to the BM Online Payment function.

4. Any claims and complaints from Clients, connected with the provision of payment services, or the operation of the System, shall be directed to the service provider of the System – BLUE MEDIA S.A., with its registered office in Sopot, 81-717 Sopot, ul. Powstańców Warszawy 6, entered in the Register of Entrepreneurs kept by the District Court Gdańsk-Północ in Gdańsk, the 8th Commercial Division of the National Court Register under KRS number 0000320590, NIP[Tax ID]: 585-13-51-185, REGON [business activity type]: 191781561, share capital PLN 2,000,000.

VII. RENTING AND RETURNING BICYCLES

1. Renting a bicycle is allowed when the Client has an active account and has paid the initial fee.

2. The fee is charged for rental time, including stopovers in accordance with the Table of Pricing and Fees, until the rental has ended. If the funds on the Client's account are insufficient, the Client is not required to stop the rental, but the resulting difference (underpayment) must be paid within 7 days. If it is not paid within the indicated deadline, the Operator shall initiate a procedure to collect the amount due.

3. The bike rental is activated after launching the app on a mobile device and scanning the QR code on the handlebar or on the ROOVEE LOCK CONTROL device. After the QR code has been correctly scanned, the app releases the ROOVEE LOCK CONTROL. It is allowed to rent a bike via SMS by sending a message „start bike_number” at the number +48539569930. After a correct QR code scanning via the app or by providing the correct data to the Customer Service consultant/via SMS the ROOVEE LOCK CONTROL is unlocked. Rental time, charged in accordance with the Table of Pricing and Fees, begins when ROOVEE LOCK CONTROL is released.

4. Pursuant to Chapter IV paragraph 4, the Client shall verify the technical condition of the bicycle before starting to ride. If any damage is found, the Client should immediately report the issue via the Mobile App, using the “Report a problem” option or by contacting the Customer Service and to desist of renting a bike as well. The Client is responsible for any potential damage resulting from riding a damaged bicycle.

5. The basket installed in front of the bicycle (regular, tandem and electric) is designed and adapted to carry lightweight items. The basket's maximum encumbrance by the basket is 5 kg. The Client is responsible for any damage resulting from the inappropriate use of the basket, as well as damage to and loss of the transported items.

6. The maximum load carried by the bicycle (regular and electric) is 120 kg.

7. Electric bicycle is equipped with a display, which allows to check it's battery charge level before the rental. The electric bicycle is a subject of discharging while using the electric assistance. The Client acknowledges, that in case of a low battery the electric assistance may stop working.

8. The maximum load carried by the tandem bicycle is 170 kg.

9. The regular and electric bicycles are designed to be used by 1 person only.

10. The tandem bicycle is designed to be used by max. 2 people.



11. In the event of any problems with the bicycle rental, the user shall contact Customer Service.
12. No fee is charged for returning the bicycle to the designated bike station. The bicycle should be propped in the dedicated rack with accordance to the the rules of public order, and if there is no unoccupied rack available the bicycle should be parked next to the racks without limiting the movements of pedestrians, bicycles and othe vehicles.
13. If the bicycle(regular, tandem and electric) is returned outside the designated bike station, the Client shall pay an additional fee of PLN 100.00.
14. If the bicycle(regular, tandem and electric) is left up to 10 km outside the area of operation of the SUWER System, the Client shall pay an additional fee of PLN 500.00. For any damage, or theft of the bicycle, if the bike is left outside the SUWER System Operation Zone, the Client is responsible to the full amount.
15. If the bicycle(regular, tandem and electric) is left more than 10 km outside the area of operation of the SUWER System, the Client shall pay an additional fee of PLN 1000.00. For any damage, or theft of the bicycle, if the bike is left outside the SUWER System Operation Zone, the Client is responsible to the full amount.
16. Returning the bicycle means closing the ROOVEE LOCK CONTROL device and leaving the bicycle in the designated bike station. The bike must be inserted into the bike rack or – if it's impossible – propped by it's kickstand. It is forbidden to lay the bike in a horizontal position. The bicycle cannot be propped by a pole, a tree or a building as well.
17. If the ROOVEE LOCK CONTROL cannot be closed, the Client must contact Customer Service. In the case of non-report, for any possible damage or theft of the bicycle, the Client is responsible to the full amount.
18. Should the bicycle be incorrectly returned, particularly without closing the ROOVEE LOCK CONTROL or by leaving it outside the designated bike station, the Client shall pay a fee in accordance with the Table of Pricing and Fees. The Client have full responsibility for the incorrectly returned bike, until the ROOVEE LOCK CONTROL device is properly closed and the bicycle is parked in a designated bike station.
19. If an accident or collision occurs during the use of the rented bicycle, the Client shall prepare an appropriate report regarding the incident, or call the Police. The Client shall immediately notify the Operator of such situations.

VIII. PROBLEMS AND REPAIRS

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



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IX. FEES

1. All fees are charged in accordance with the Table of Pricing and Fees, which, pursuant to the provisions of these Terms and Conditions, forms Appendix 2.
2. The fees for the use of the rented bicycle vary, and depend on the rental/pause time.
3. The basis for charging the fee is the number of minutes of rental, calculated from the time the bicycle is rented out to the time it is correctly returned.
4. If the fees to be paid for the ride are higher than the funds available on the Client's account, in accordance with the provisions of Chapter 7 paragraph 2, the Client shall add funds to the account to achieve a balance of PLN 0.00 within 7 days.
5. No fees paid to the Operator's account during the term of the Agreement shall be returnable, with the exception being the 4. of chapter XI.

X. COMPLAINTS

1. A complaint is defined as the Client's e-mail message sent to bok@roovee.eu requesting the return of the fee, due to the non-performance or improper performance of the Rental Service by the Operator, or the demands of canceling any additional fees, including processing fees and penal fees within a maximum of 14 days from the incident's being the subject of the complaint.
2. Complaints shall be processed immediately, but no later than within 14 days from the day of their receipt or supplementation. If the complaint needs to be supplemented, this period shall begin on the day of the serving of all supplementary documents, explanations etc. If supplementation is necessary, the Operator shall indicate the scope of the documentation to be supplemented.
3. The Client shall receive an appropriate answer, on the e-mail address provided during registration or indicated in the complaint.
4. The complaint must contain the Client's full name, e-mail address, mobile phone number, a detailed description of the situation and information (evidence) confirming the occurrence of the described situation.
5. If there are no identification data, such as the full name, e-mail address or phone number, the Operator shall not process the complaint.
6. Submitting a complaint does not release the Client from fulfilling his/her obligations towards the Operator.
7. Considering the complaint involves identifying the problem, performing a detailed analysis of its validity, and issuing a decision.
8. The Client has a right to a one appeal against the decision issued by the Operator within 14 days from receiving the decision. Appeals should also be sent to the following address: Ryżowa 33a/7 02-495 Warszawa. Appeals shall be considered within 14 days from their receipt. The Client has the right to apply for reconsideration of the case which is the subject of the decision issued as a result of



the complaint, or appeal against it to the Department of Roads and Urban Greenery in Suwałki at Sejeńska 84, 16-400 Suwałki (City of Suwałki's organization unit) .

9. After exhausting the complaint procedure, the Client shall have the right to seek compensation in the court of law for the non-performance or improper performance of the Service.

10. The Operator shall be responsible for the non-performance or improper performance of the service in relation to actual loss sustained, and shall not take into account the loss of profits.

11. For complaints resolved in favour of the Client, a refund will be credited to the account specified by the Client within 14 days of the Client's being notified of the decision.

XI. WITHDRAWAL

1. The Client has the right to withdraw from the Agreement within 14 days without stating the reason for this decision. This time limit is considered to have been observed if the Client submits an appropriate statement setting out his/her decision to withdraw from the agreement to bok@roovee.eu before its expiration.

2. The Client shall not be entitled to withdraw from the agreement in particular after the performance thereof.

3. The Client shall have the right to terminate the Agreement at any time during the term thereof. The termination form should be sent to bok@roovee.eu. Termination of the agreement shall take place within 14 days of the receipt of the notice of termination. Before giving notice, the Client is obliged to settle his/her balance on the settlement account to a balance equalling PLN 0.00.

4. If on the day of termination of the Agreement the balance exceeds PLN 0.00, this amount will be returned to the bank account number provided by the Client. The refund will be provided within 21 days from the date of terminating the Agreement.

XII. PERSONAL DATA PROTECTION

1. The Controller of Personal Data processed within the ROOVEE System is ROOVEE S.A., with its registered office at ul. Ryżowa 33a/7, 02-495 Warsaw.

2. The Controller of Personal Data has appointed the Personal Data Inspector, who you can contact at iod@roovee.eu

3. The Controller of Personal Data shall process the personal data in accordance with the law in force, including in particular with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/WE (The General Data-Protection Regulation), the Polish Act from May 10th 2018, and the provisions of the Agreement concluded between the Parties, and with due diligence observed.



4. The Controller of Personal Data shall apply the appropriate technical and organisational measures to protect personal data from being disclosed to or collected by unauthorised parties, and from the unlawful processing, loss, damage, or destruction of the data.

5. The Controller of Personal Data informs, that the personal data shall be processed in order to implement the Agreement (pursuant to Article 6(1)(b) of Regulation 2016/679), respond to queries and requests, and provide technical assistance, and the grounds for such processing shall be the legitimate interests of the Controller (pursuant to Article 6 (f) of Regulation 2016/679), data on the location of a device shall be processed to provide the user with information on bicycle rental stands, and to display the route to the nearest available bicycle on the basis of the consent (pursuant to Article 6(1)(a) of Regulation 2016/679) for the purpose of establishing or, where appropriate, exercising/defending legal claims (pursuant to Article 6(f) of Regulation 2016/679).

6. The Data Controller hereby informs you that your personal data will be stored for a period necessary to implement the Agreement, or for the duration of the legitimate interests of the Controller, and, upon the expiry of such a period, for the purposes and duration required by the applicable laws, or to secure legal claims, if any.

7. The Data Controller hereby informs you that any data processed on the basis of the consent shall be processed until the said consent is revoked, and afterwards for the purposes, duration, and to the extent required by the laws in force, or to secure legal claims, if any.

8. In connection with data processing, the Data Controller hereby informs you that you have the right to access, rectify or erase your data, and to revoke your consent voluntarily and at any time, as well as to restrict the data processing, or to transfer data.

9. Furthermore, you have the right to object to the processing of your personal data on the grounds of a legitimate interest of the Controller.

10. You have the right to lodge a complaint with a supervisory authority if, in your opinion, the data processing is infringing the provisions of Regulation 2016/679.

11. The provision of data is voluntary but it constitutes a condition for the conclusion and implementation of the agreement. Your refusal to provide your personal data shall render the conclusion and implementation of the agreement impossible.

12. The recipients of data shall be entities which manage computer systems, and provide accounting and legal services, as well as any institutions and entities authorised under the laws in force. Your data shall not be subject to automated decision-making and/or profiling. Your data shall not be transferred to any third countries.

13. Your data shall not be subject to automated decision-making and/or profiling. Your data shall not be transferred to any third countries.

14. For information on the processing of personal data of which you are the subject, please contact the Personal Data Protection Officer email: iod@roovee.eu



XIII. FINAL PROVISIONS

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

Appendices to the Terms and Conditions

- Appendix 1. The SUWER System Operation Zone and the location of the stations.
- Appendix 2. Table of Fees and Penalties
- Appendix 3. Declaration by the Parent/Legal Guardian
- Appendix 4. Complaint Form
- Appendix 5. Refund Form



Appendix 1. The SUWER System Operation Zone and the location of the stations.

I. The location of the bike stations:

Station no. 1 - ul. A. Wierusza-Kowalskiego (around the buildings no. 11 and 11A),

Station no. 2 - ul. Szpitalna (at the intersection with ul. Daszyńskiego and next to the Szkoła Podstawowa nr 11),

Station no. 3 - ul. Nowomiejska (at the intersection with ul. Młynarskiego and next to the Przedszkole no. 10),

Station no. 4 - ul. Gen. W. Sikorskiego (next to the Zespół Szkół nr 6),

Station no. 5 - ul. Gen. J. Dwernickiego (at the intersection with ul. T. Noniewicza in front of the Suwałki Plaza),

Station no. 6 - ul. Północna (at the intersection with ul. Wileńska, around the Biblioteka Publiczna – Filia nr 3),

Station no. 7 - ul. Sejneńska (at the intersection with ul. Szkolna, in front of Dom Studenta PWSZ / Bursa Szkolna),

Station no. 8 - ul. T. Noniewicza (on the Plac Marii Konopnickiej),

Station no. 9 - ul. T. Kościuszki (at the intersection with ul. Waryńskiego in the front of Urząd Miejski w Suwałkach),

Station no. 10 - ul. A. Putry (around the Przedszkole nr 8),

Station no. 11 - ul. Wojska Polskiego (at the intersection with ul. Sportowa, around the Biedronka),

Station no. 12 - Zalew Arkadia (close to the bridge leading on the island),

Station no. 13 – ul. Papieża Jana Pawła II (around the Aquapark),

Station no. 14 – ul. W. Witosa (around the Państwowa Straż Pożarna),

Stacja no. 15 – ul. Chopina (at the intersection with ul. Młynarskiego),

Station no. 16 - ul. Bydgoska (at the intersection with ul. Poznańska)

II. Obszar funkcjonowania systemu SUWER (granice administracyjne miasta Suwałki)



Załącznik nr 2 Tabela opłat

Item	Name	Gross amount
1	Initial deposit (can be used for rides and can be refunded):	10.00 PLN
2	The minimum account balance allowing a bicycle (regular, tandem) ride:	4.00 PLN
3	The minimum account balance allowing an electric bicycle ride:	6.00 PLN
4	Fare for first 30 minutes of using a regular or tandem bike:	0.50 PLN
5	Extra fare for using a regular or a tandem bike between 31 and 60 minutes of ride:	1.00 PLN
6	Extra fare for using a regular or a tandem bike for more than an hour:	2.00 PLN
7	Extra fare for using a regular or a tandem bike for the third and every consecutive hour:	3.00 PLN
8	Fare for first 30 minutes of using an electric bike:	1.00 PLN
9	Extra fare for using an electric bike between 31 and 60 minutes of ride:	3.00 PLN
10	Extra fare for using an electric bike for the second and every consecutive hour:	4.00 PLN
11	Extra fare for exceeding 12 hours or rental time (bike: regular, tandem, electric):	200.00 PLN
12	Additional sanction for leaving the bike outside the designated system bike station within the operation zone of SUWER system:	100.00 PLN
13	Penalty for leaving a regular bicycle, a tandem bicycle and an electric up to 10 km outside the SUWER system's operation zone:	500.00 PLN
14.	Penalty for leaving a regular bicycle, a tandem bicycle and an electric over 10 km outside the SUWER system's operation zone:	1 000.00 PLN
15.	Penalty for using the bicycle in inappropriate way (especially riding in a skatepark, freestyle riding or riding on a surface which is not suited for it which results in damaging the bicycle):	500.00 PLN
16.	Penalty for transporting third parties in a manner inconsistent with the Terms and Conditions:	300.00 PLN
17.	Penalty for leaving the bicycle in a non-public places, areas (including garages, tunnels, private properties, closed cemeteries, basements, buildings, cars, forests, parks):	500.00 PLN
18.	Penalty for a regular bicycle theft or damage:	5 000.00 PLN
19.	Penalty for a tandem bicycle theft or damage:	8 000.00 PLN
20.	Penalty for an electric bicycle theft or damage:	15 000.00 PLN

21.	Penalty for the damage or theft of the designated bike station:	4 000.00 PLN
22.	Fee for sending sms with a call to settle the amount due after 14 days:	5.00 PLN
23.	Fee for sending a letter requesting payment after 30 days:	30.00 PLN
Charges for the damage or theft of individual SUWER components		
1.	Regular bike's frame:	4 000.00 PLN
2.	Tandem bike's frame:	7 000.00 PLN
3.	Dynamo:	400.00 PLN
4.	Front light:	80.00 PLN
5.	Rear light:	80.00 PLN
6.	ROOVEE LOCK CONTROL:	1 200.00 PLN
7.	Handlebars:	200.00 PLN
8.	Bell:	40.00 PLN
9.	Pedal:	50.00 PLN
10.	Basket:	200.00 PLN
11.	Tyre:	100.00 PLN
12.	Rim:	200.00 PLN
13.	Spoke:	2.00 PLN
14.	Saddle:	200.00 PLN
15.	Saddle pillar:	150.00 PLN
16.	Mudguard:	100.00 PLN
17.	Cables, connectors:	150.00 PLN
18.	Kickstand:	100.00 PLN
19.	Wheel hub:	700.00 PLN
20.	Fork:	250.00 PLN
21.	Grips:	50.00 PLN
22.	Shifters:	100.00 PLN
23.	Brake lever:	200.00 PLN
24.	Chainset:	40.00 PLN
25.	Phone holder:	50.00 PLN
26.	Steering bracket:	200.00 PLN
27.	Repair work (hours):	50.00 PLN

Charges for the damage or theft of individual electric bike's components:		
1.	Frame:	5 000.00 PLN
2.	Engine:	5 000.00 PLN
3.	Gear shift sensor:	400.00 PLN
4.	Wire harness:	350.00 PLN
5.	Engine driver:	1 200.00 PLN
6.	Gear:	600.00 PLN
7.	Battery with the trunk:	5 000.00 PLN
8.	Wheel hub:	600.00 PLN
9.	Back roller brake:	400.00 PLN
10.	Kickstand:	300.00 PLN
11.	Repair work (hours):	80.00 PLN



Appendix 3. Declaration by the Parent/Legal Guardian

Declaration (by the parent/legal guardian)

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

.....

Full name of the child

.....

Full name of the guardian

.....

Telephone number of the guardian

.....

E-mail address of the guardian

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

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

.....

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

Appendix 4. Complaint Form

Complaint

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

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

(name of the zone, detailed address)

I rented the bicycle via the mobile app at (hour)....., and
returned it at (hour) in the zone
..... or outside the zone
.....
.....

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

(Reason for the complaint)



Appendix 5. Refund form

Refund

.....

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

I hereby apply for the refund of the initial fee paid on (date of transaction),

transaction ID:

to the account:

Account Number:.....

.....

Signature