

# TERMS OF SERVICE

## Of System Roweru Metropolitalnego MEVO

[Valid from 30 May 2019]

### I. General Provisions

1. The hereby Terms of Service specify the principles and conditions of use of System Roweru Metropolitalnego MEVO (hereinafter referred to as: MEVO) launched in the Metropolitan Area of Gdańsk, Gdynia, Sopot (hereinafter referred to as Metropolitan Bike). Metropolitan Bike comprises the following cities and municipalities: City of Gdańsk, City of Gdynia, City of Sopot, City of Tczew, City of Rumia, City of Pruszcz Gdański, City of Reda, Municipality of Kartuzy, City of Puck, Municipality of Władysławowo, Municipality of Sierakowice, Municipality of Żukowo, Municipality of Somonino, Municipality of Stężycza.
2. Terms of Service of MEVO as well as the Privacy Policy are available, free of charge, on the internet website [www.rowermevo.pl](http://www.rowermevo.pl) in such a way so as to enable familiarising with the contents, obtaining, reproducing and consolidating them. This document may be obtained at the headquarters of NB TRICITY Spółka z o.o. with its registered seat in Warsaw, which is the Operator of MEVO.
3. Contact:

NB TRICITY Spółka z o.o.  
ul. Przasnyska 6b  
01-756 Warszawa  
e-mail: [bok@rowermevo.pl](mailto:bok@rowermevo.pl)  
tel.: 58 350 20 20

### II. Definitions

1. **Mobile Application MEVO** - mobile application enabling the use of MEVO System, available on devices operating in iOS or Android systems. The application may be used on devices which comply with technical requirements, such as smartphones which allow for a download of the Mobile Application from the internet store. Condition for downloading the Application as well as using it is permanent access to the Internet.
2. **MEVO Contact Centre (MEVO CC)** – it ought to be understood as a service launched by the Operator, ensuring that the Clients have contact with the Operator by means of:
  - a. hotline available 24/7 at the following number: 58 350 20 20
  - b. electronic post under the address [bok@rowermevo.pl](mailto:bok@rowermevo.pl)

Information regarding the functioning of CC are available on the internet website [www.rowermevo.pl](http://www.rowermevo.pl)

3. **Account blockade** – it ought to be understood as a preventive measure consisting of preventing the use of MEVO System, which may be applied by the Operator in case of breaching by the Client of provisions of the hereby Terms of Service, in particular a breach which constitutes a damage to the property of the owner of MEVO System and/or the Operator.
4. **O-lock Blockade** – it ought to be understood as a preventive measure of a Bike in a form integrated with the clamp “O” frame, without a lock, without which it is impossible to complete Rental. The blockade serves the function of securing bikes when using the Break function. O-lock blockade is mounted on the rear wheel and it remains open during the entire ride. The blockade constitutes an accessory of each MEVO bike.
5. **Promotional voucher** – it ought to be understood as a voucher offered by the Operator which enables topping up Client Account. The Voucher amount and its designation is established by the Operator and it is non-refundable. The means from the vouchers are used in the first place, prior to the means paid in by the Client.
6. **Price List and Table of Additional Fees** – it ought to be understood as the price list of MEVO services and charges, constituting an integral part of the Agreement. Price list and Table of Additional Fees constitutes Appendix no. 1 to the hereby Terms of Service and is available on the internet website as well as within the Mobile Application.

7. **Duration of Rental** – it ought to be understood as time counted from the moment of Bike Rental until the moment of its Return through closing of the O-lock blockade. Whilst, it is assumed that Standstill is counted into the Rental time.
8. **Deposit** – it ought to be understood as an amount with which payment card is charged for the duration of the Bike Rental. The amount of Deposit is specified in Appendix no. 1.
9. **GPS** – it ought to be understood as a device mounted on a Bike, designated for monitoring the Bike's route and its location.
10. **Client Identifier** - this ought to be understood as individual number assigned to a Client, corresponding to the number of the mobile phone indicated during registration and a 6-digit PIN number. Any RFID proximity card (contactless card compliant with ISO/IEC 14443 standard and, in particular, MIFARE Classic 1k 4b nUID) may also constitute an identifier. Details concerning registration and Client identifiers have been described in Section V. Registration.
11. **Client/ User** – it ought to be understood as any natural person, participant of the MEVO System who has accepted Terms of Service and carried out registration in the MEVO System as well as concluded Agreement with the Operator.
12. **Client Account/Account** – it ought to be understood as personal Client Account, created during registration for the purposes of using the MEVO System, as well as charging fees in line with Appendix no. 1 to the Terms of Service. The Client may pair up with their account in the MEVO System any compatible cards and mobile devices, in accordance with the RFID standard (contactless card compliant with ISO/IEC 14443 standard, in particular MIFARE Classic 1k 4b nUID) which will facilitate the process of Bike Rental.
13. **Cost of repair** - it ought to be understood as the cost calculated by the Operator in relation to the damage of a Bike, based on the price list constituting Appendix no. 2 to the hereby Terms of Service.
14. **Bike theft** – it ought to be understood as lack of Bike Return in the MEVO System after the 24th hour from commencement of Bike Rental and in the following situations: remaining of the Bike closer than 5 km from the border or outside of the border of Poland, “remaining above 30 km from the borders of the Functional Area of MEVO System, transport of the Bike via a different means of transport outside of the Functional Area.
15. **Top-up amount** – it ought to be understood as an amount of top-up at the minimum level of 1 PLN, paid to Client Account towards future rentals in accordance with the Tariff Plan.
16. **Minimum Account balance** - it ought to be understood a minimum balance which a Client ought to have in order to be entitled to Bike Rentals. Minimum Account balance depends on the selected Tariff Plan and is specified in Appendix no. 1.
17. **Unauthorized ride** – t ought to be understood as the use of MEVO Bike without a registered Bike Rental on Client Account.
18. **Operator** – it ought to be understood as NB TRICITY Spółka z ograniczoną odpowiedzialnością, realizing the service of MEVO handling, with its seat at ul. Przasnyska 6b, 01-756 Warsaw, entered into the register of entrepreneurs of the National Court Register, maintained by the District Court for the city of Warsaw, XII Economic Department of the National Court Register under the KRS number 0000728432, REGON number 380000190, NIP number 5252747623,
19. **Initial fee** - it ought to be understood as an initial fee for the benefit of the MEVO System made by a Client upon registering in MEVO. The level of initial fee has been defined in Appendix no. 1. This fee will be calculated towards the hourly rates post using up the subscription time and minute fees.
20. **Functioning Area of MEVO System** – it ought to be understood as all cities and municipalities forming the Metropolitan Bike, specified in Section I, Clause 1. The Functioning Area of MEVO System comprises the following Zones: Prohibited and User zone.
21. **Tariff plan** – it ought to be understood as one of the tariffs specified on the internet website [www.rowermevo.pl](http://www.rowermevo.pl) of the MEVO System and Mobile Application MEVO. Selection of the Plan is necessary in order to use the MEVO System. Details concerning Tariff Plans are available in Appendix no. 1.
22. **Explanatory proceeding** – it ought to be understood as legal and factual actions undertaken by the Operator, targeted at establishing the circumstances and events occurring in relation to the

use of Bikes, in particular, those related to breaching of Terms of Service, accidents and collisions or damages to the property of the owner of the MEVO System and/or the Operator.

23. **Standstill** – it ought to be understood as an additional option within the MEVO System which allows to park a Bike without its Return. This option is available from the level of MEVO Mobile Application. In case of lack of telephone, this option is available post contacting CC MEVO. Details concerning the duration of Standstill and its settlement are available in Appendix no. 1.
24. **Verification transfer** – transfer made by an adult Client from his or her account to the indicated account for the amount of 1 PLN in order to confirm authenticity of data specified upon registration. The scope of data which are compared may cover: first name, surname, and address and PESEL number. 1 PLN obtained from the Client is automatically returned to the bank account from which it was paid. The verification transfer does not concern minors.
25. **Terms of Service** – it ought to be understood as the hereby Terms of Service, defining principles and conditions of use of MEVO and in particular, conditions, scope of rights and obligations and responsibilities of persons who avail of the possibility of renting bikes in the MEVO system.
26. **Bike Reservation**, pursuant to the consent of the Ordering Party, this option has been excluded and it will be re-launched on 15 August 2019.
- Bike Reservation** – it ought to be understood as additional functionality due to which Clients may, by means of the website [www.rowermevo.pl](http://www.rowermevo.pl) or Mobile Application MEVO, remotely reserve the Bikes. The Client may use the option of Reservation up to 3 times a day. The reserved Bike awaits the User for a maximum of 5 minutes (maximum time of Bike Reservation) after which time the Bike Reservation is cancelled automatically.
27. **Bike/Bikes** – it ought to be understood as a basic type of bike made available in the MEVO System by the Operator. Bikes are designated for use by persons above 13 years of age. Working load of a bike amounts to 120 kg of the cyclist solely. Bikes are designated for persons who are between 150 and 200 cm tall. Whilst, it is assumed that such a Bike is designated solely for the use of one person at a time. Bikes are equipped in electric drive which supports the ride. MEVO Bike constitutes a supplementation of urban means of transport. It is not allowed to use MEVO Bikes for mountain rides, jumps, and stunt tricks; also racing and using MEVO Bikes to pull or push anything is not permitted. Carrying luggage is allowed solely by means of a basket designated for this purpose; it is not permitted to hang anything on the Bike frame or on any other bike element.
28. **MEVO Service** – it ought to be understood as actions performed by the Operator in relation to the exploitation, repairs and maintenance of MEVO.
29. **MEVO Station** – it ought to be understood as the place of Rental and Return of Bikes by Clients, which is marked with a symbol of the MEVO System, equipped in bike stands in which Bikes are parked (returned) by means of (O-lock) blockades. Information on the location of MEVO Stations may be found on the internet website [www.rowermevo.pl](http://www.rowermevo.pl), within the Mobile Application MEVO and by contacting CC MEVO.
30. **Prohibited Zone** – it ought to be understood as places/areas where Clients can commute by means of MEVO Bikes exclusively on paved roads. No Bike Returns are allowed in the Prohibited Zone. Above all, the Prohibited Zone consists of all types of water reservoirs, sea shore, beaches and dunes. The Prohibited Zone specified by MEVO Operator is outlined on the internet website of MEVO, MEVO Mobile Application as well as at CC MEVO.
31. **User Zone** – it ought to be understood as the Area of functioning of the MEVO System which is not the Prohibited Zone. The Users may commute by bike within the User Zone freely.
32. **Internet website** – it ought to be understood as the internet website [www.rowermevo.pl](http://www.rowermevo.pl) launched by the Operator, which contains the necessary data for commencing and further use of MEVO, including the map of area covered by the MEVO System.
33. **MEVO System/MEVO** – it ought to be understood as a system of bike rentals, launched by the Operator, covering in particular Bikes, technical infrastructure, software and devices enabling Rental of Bikes, Reservation, Break and Bike Return.
34. **Agreement** – it ought to be understood as an Agreement between the Client and the Operator which establishes mutual rights and obligations specified in the hereby Terms of Service. It is considered that the Agreement containing the provisions of the hereby Terms of Service shall be automatically concluded at the time of Registration of the Client within MEVO, subject to submission by the Client of declaration of acceptance of the Terms of Service, indication upon

registering of personal data and making of initial fee payment, paid during the registration process of the Client in the MEVO System. Personal Data Controller is NB TRICITY Spółka z o.o.

35. **Bike Rental/ Rental** – it ought to be understood as unblocking of a bike by means of Client Identifier or via another method, as specified in Section VII, Clause 1 in order to commence a journey. Rental Process is specified in detail in Clause VII of the Terms of Service.
36. **Ordering Party** – Association Metropolitan Area Gdańsk-Gdynia-Sopot, which selected NB Tricity Sp. z o.o. in the mode of an unlimited tender process to become the Operator and Contractor of System Roweru Metropolitarnego.
37. **Bike Return** – it ought to be understood as returning a Bike at any MEVO Station or outside of it, with the use of O-lock blockade (closing of blockade). The process of Bike Return is specified In Clause X of the Terms of Service. The use of Break function is not understood as Bike Return, unless the maximum duration of Break time is exceeded.

### III. General rules of the use of MEVO

1. The condition for the use of MEVO System is a submission by the Client of the required personal data upon registration, the acceptance of conditions defined in the hereby Terms of Service, as well as payment of initial fee. The condition for the use of MEVO is, furthermore, maintenance of a minimum top up level on the Client Account during the time of each Rental, in the amount of no less than 1 PLN (in words: one zloty).
2. The Client is obliged to abide by the provisions of the Terms of Service, in particular, in the scope of paying the agreed amount of the fee and the use of Bikes in accordance with the Terms of Service.
3. Persons who are above 13 years of age but did not complete 18 years of age (further referred to as Minors) may avail of the MEVO System subject to the consent of their parent or legal guardian. Such parent or legal guardian bears responsibility for any potential damages which may occur, in particular in relation to the non-execution or incorrect execution of the Agreement and to cover ongoing commitments specified in Appendix no. 1 and Appendix no. 2. It is required that consent of at least one of the parents or legal guardians for the use of Account by a given minor was submitted to the Operator:
  - a. in the form of a scanned letter by electronic means to the email address [bok@rowermevo.pl](mailto:bok@rowermevo.pl),
  - b. via registered letter sent to the address of the Operator,
  - c. submitted in person at the headquarters of the Operator,
  - d. sent as an attachment to the submission via Mobile Application MEVO.

Such consent should include:

- e. telephone number of the minor with which the account is registered,
- f. first name and surname of the parent or legal guardian,
- g. consent for the use of the MEVO System by the minor,
- h. first name and surname of the minor,
- i. date of birth of the minor,
- j. handwritten signature of the parent or legal guardian,
- k. date and place of granting the consent.

Template of consent is available on the internet website of the MEVO System.

The following data ought to be submitted when setting up an account for a minor:

- l. telephone number of a minor for which the account is registered
- m. first name and surname of the User (parent or legal guardian)
- n. contact address of the User (parents and legal guardians) that is city, street and house and flat number, postal code, country
- o. e-mail address of the User (parent or legal guardian)
- p. PESEL number of the minor

The Operator expects the consent to be submitted under the pain of blocking the possibility of using the Account by a given minor. The process of Account set up is specified in Clause V.

4. Parties to the Agreement undertake to mutually inform each other of any changes to addresses or other data identifying them, indicated during registration in the System.

#### IV. Responsibility / Obligation

1. The Client is responsible for the use of a Bike in accordance with its purpose and in line with the provisions of the Terms of Service as well as with the provisions of "Traffic Law". In the event of non-compliance with the provisions contained within the Terms of Service, the Operator shall be entitled to block Client Account. Detailed conditions related to such blocking have been specified in Clause XVI of the hereby Terms of Service.
2. The Client undertakes to return the bike in the same state as it was in at the time of Rental. The Client shall bear full responsibility for any results of events which occur pursuant to the breach by them of the law in place when using the MEVO System.
3. The Client is responsible for the Bike he or she rents from the moment of Rental to the moment of Return. In particular, the Client is obliged to undertake actions targeted at preventing staining of the bike or occurrence of any damages outside of the standard use and theft of the rented Bike.
4. In the event of Theft of the Bike that occurs during Rental, the Client is obliged to inform CC MEVO immediately after noticing the incident.
5. The use of MEVO System Bikes by persons under the influence of alcohol or other narcotic substances, psychotropic substances or equivalents in the meaning of provisions on counteracting drug addictions; strong anti-allergic drugs, other medicines which by definition are forbidden or recommend not to be applied for drivers of any vehicles, is forbidden.
6. The Client bears full and total responsibility and undertakes to cover any tickets, fines, fees etc. obtained by them, related to the use of the Bike and imposed on them out of their own fault. The Client bears no responsibility for fines, tickets, and fees etc. which have been imposed on them and which result from Operator's fault.
7. The Client shall be responsible for all damages and demolitions stemming from non-compliance with the Terms of Service. The Client may be charged with costs of repair of such damages, including the cost of bike restoration specified in Appendix no. 1 Price list and Table of Additional Fees and Appendix no. 2 Costs of repair and restoring of the Bike in MEVO System. The Operator shall issue an adequate receipt or VAT invoice to the Client for completion of the necessary repair works.
8. In case of improper Return of the Bike out of the Client's fault, the Client bears the costs of its further Rental and shall be responsible for any potential theft or damage. In the event of any difficulties with the Return of the Bike the Client is obliged to contact CC MEVO.
9. Any purposeful damage to the components of the MEVO System shall result in the necessity to bear the costs of repair and restoration by the perpetrator and, in consequence, it may result in the initiation of court proceedings. The Operator reserves the right to recover any justified costs, including costs of legal representation, from the person who caused damages or destructions.
10. The Users are not allowed to transport MEVO Bikes via cars, water trams or other means of public transport.
11. The use of Rented Bikes is allowed in the User Zone with the exclusion of the Prohibited Zone. The map of individual Zones is available on the website [www.rowermevo.pl](http://www.rowermevo.pl), in the Mobile Application MEVO and at the CC.
12. The number of Rented Bikes per one account depends on the selected Tariff Plan or offer. This number has been defined in Appendix no. 1.
13. The Client may only have one active Tariff Plan in place at a given point in time. In case of purchasing several Plans or resigning from the Plans, the last purchased and paid for Tariff plan will be active. Resigning from Tariff Plans does not release the Client from the obligation of making payment on the basis of the concluded Agreement.  

In case of resigning from the Tariff Plan (changes of Tariff Plan) in the course of reference period, unused minutes remaining in a given reference period are not subject to settlement, reimbursement or exchange.
14. Within the Subscription Tariff Plans, the reference period commences at the time of noting payment for a given tariff on the account of the Operator.
15. Standstill is considered as time of Rental and will be deducted from the daily subscription time, and once it has been used up, it is settled in accordance with an hourly rate for a given tariff. Within the

tariff 'Minute Fee' for each commenced minute of Standstill an hourly rate is calculated, in accordance with Appendix no. 1.

16. Bike reservation is voluntary and free of charge (also within the Minute Fee tariff) regardless of the daily subscription time limit, further to being available within the Tariff Plans in accordance with Appendix no. 1. The Client may carry out Reservation up to 3 times per day. The Client may cancel such Reservation free of charge prior to the expiry of 5 minutes. The Reserved Bike awaits the user for a maximum of 5 minutes after which time the Reservation is cancelled automatically and the Bike becomes available for other Users.

## V. Registration

1. Prior registration of a Client within the MEVO System is the necessary condition for the use of the MEVO System.
2. Registration may be realized through:
  - a. website [www.rowermevo.pl](http://www.rowermevo.pl);
  - b. MEVO Mobile Application;
  - c. telephone contact with MEVO CC.
3. During the process of registering on the website [www.rowermevo.pl](http://www.rowermevo.pl), via MEVO Mobile Application or via telephone contact with the CC MEVO employee, the indication of the following personal details is necessary:
  - a. first name and surname,
  - b. contact address, that is city, street including flat/house number, postal code, country,
  - c. email address,
  - d. PESEL number,
  - e. mobile phone number,
  - f. optionally - payment card number in case of payment with credit card with the possibility of charging it,
  - g. The Operator reserves the possibility of introducing additional verification in the form of Verification Transfer.

The Operator allows for fast-track registration with an indication of the following personal data:

- h. first name and surname,
- i. email address,
- j. mobile phone number,

The necessity of registering a User payment card may be the condition for availing of fast-track registration. Payment card registration may serve the purpose of: charging a fee for Bike Rental and/or temporary blocking of Deposit amount for the duration of Rental. Level of Deposit and availability of fast-track registration is specified in Appendix no. 1.

4. In order to complete the process of registration a link will be sent to the email address indicated before with a confirmation of data by the Client. Post authorization of the link, the Account is verified. Lack of confirmation of data within 24 hours from the moment of obtaining the e-mail by clicking on the verification link causes non-completion of the registration process in the MEVO System and thus, blocking the Account.
5. Client Accounts which contain incorrect personal data with 0 PLN account balance may be automatically deleted from the MEVO Database System.
6. During registration through: Website, Mobile Application MEVO and CC MEVO - PIN is generated automatically. Post registration the Client receives a confirmation from the MEVO System regarding successful registration as well as his or her individual PIN code which enables authorization of a given Client by the system. PIN is sent via a text message to the telephone number which has been previously indicated.

In order to improve the process of Rental, Clients have the possibility of connecting their Accounts with a RFID card (contactless card compliant with ISO/IEC standard 14443, and in particular MIFARE Classic 1k 4b nUID). The method of connecting the card with an Account is described in the instruction available on the internet website [www.rowermevo.pl](http://www.rowermevo.pl), within Mobile Application MEVO and in CC MEVO.

7. The content of individual transactions/Rentals is available solely for the parties of the Agreement. Each Client who has performed registration, having logged in, has access to all their

transactions/Rentals for the period of their storage within the IT system. Client data concerning individual transactions/ Rentals are stored by, MEVO IT system.

## **VI. Payment methods**

1. Payment for services and products offered within the MEVO System may be conducted through:
  - a. the use of credit and debit cards and online payments as well as post office or via a bank payment form on the basis of the form generated by the operator of payments on Client Account. The form is available upon logging in on the website [www.rowermevo.pl](http://www.rowermevo.pl) within Client Account. Information concerning a credit or debit card are processed by external service providers and are not stored nor disclosed to the Operator.
  - b. The Client authorizes MEVO Operator to charge their credit or debit card with all the calculated fees, including also the amounts due in relation to each delayed Return, fees on account of damages, Theft or loss of Bikes.
2. All payments are transferred to the account of the Operator.
3. In case of lack of Return of a Bike due to any reason - including also in case of its loss or Theft - the Client shall be burdened with a contractual penalty in accordance with Appendix no. 1 for each rented Bike.
4. At Client request, the Operator will provide the Client with a VAT invoice. For this purpose, the Client shall contact the Operator via electronic means to the email address of the Operator, in order to submit the data necessary for the issuance of a VAT invoice.
5. The Operator will send a VAT invoice via electronic means to the email address from which the Client has contacted him. In particularly justified cases the Operator may send the VAT invoice to a different email address, as indicated by the Client.

## **VII. Rental**

1. MEVO Bike may be rented:
  - a. via Mobile Application MEVO
  - b. by means of connecting the paired-up RFID card (contactless card compliant with ISO/IEC 14443 standard and in particular MIFARE Classic 1k 4b nUID)
  - c. by CC
2. Bike Rental is possible in case a Client has an active account status. Active Account status is understood as:
  - a. having a minimum amount of 1 PLN on the pre-paid Account, or
  - b. selection and payment of one of the available tariffs or offers. Minute fee
  - c. the Operator reserves the possibility to introduce for the selected offers a Deposit in the amount compliant with Appendix no. 1
3. It is the Client's obligation to ensure, prior to commencing the ride, that the Bike is suitable for the designated use, in particular, that the tyres of the Bike are inflated and the brakes are in order as well as the lights operate.
4. In case of discovering during the Bike Rental any failure of the Bike, the Client is obliged to immediately report the problem to MEVO CC or via the Mobile Application and return the Bike, if possible, to the closest MEVO Bike Station.
5. It is recommended that the Client has a mobile phone with them through which connection may be made with CC if necessary.
6. The basket mounted in front of the Bike is suitable solely for the carriage of light items. It is forbidden to carry items within a bike basket which protrude beyond its rim, which are heavier than 10 kg or which have sharp edges. While carrying luggage Clients ought to maintain special caution. The Client bears full responsibility for any damages stemming from improper carriage of cargo. The Operator shall not bear responsibility for damages or leaving items or goods carried in the basket unattended. In particular, the Operator shall not bear any responsibility for the carried electronic equipment or other items which remain at risk of damaging.
7. Maximum load of a Bike designated for use by 1 person including luggage cannot exceed 130 kg,

8. The use of any protection which is not a standard MEVO System element in order to immobilize a Bike is forbidden. The Operator reserves the right to remove inadequate protections applied by the Client. All costs of restoring Bikes to the state enabling realisation of further Rentals shall be borne by the Client.
9. In the event of a breach of the provisions of the hereby Terms of Service, in particular, one resulting in a damage suffered by the Operator, the Operator reserves the right to block Client Account until such time when the issue has been rectified.
10. The Rented Bike may be used in the User Zone with the exclusion of the Prohibited Zone. In the course of rental, the User may move beyond the functional area of MEVO, however, he or she is obliged to return to it prior to completing Rental and return it within the User Area, otherwise the User will be charged with a fee in accordance with Appendix no. 1.

#### **VIII. Duration of rental**

1. The Client is obliged to return the Bike no later than upon the expiry of the 12th hour of rental.
2. Exceeding the duration of hours in a single rental causes additional charging of fees and penalties in accordance with Appendix no. 1.
3. The Operator reserves the right to prior contact with the Client in case of any doubts concerning the state of a given bike (i.e. low battery level, non-standard location of a Bike).

#### **IX. Failures and repairs**

1. Any failures ought to be reported by phone to CC MEVO or via Mobile Application immediately upon being noticed. In case of each failure which prevents further ride, the Client is obliged to stop and report this via phone to CC MEVO as well as, if possible, return the bike to the closest MEVO Station.
2. Self-repairs, modifications or replacements of parts within the rented Bike are forbidden. The only authorized entity to perform these actions is MEVO Service.
3. The Client is advised to have the possibility of contacting CC MEVO at all times when renting a Bike.

#### **X. Return**

1. It is possible to carry out Rent and Return a Bike within the entire area of the User Zone with the exception of the Prohibited Zone.
2. 4 types of Bike Returns are distinguished:
  - a. standard Bike Return – Bike Return at MEVO Station after rental from MEVO Station,
  - b. rewarded Bike Return – Bike Return from MEVO Station, after Rental from outside of MEVO Station,
  - c. paid Bike Return – Bike Return outside of MEVO station (payable in accordance with Appendix no. 1)
  - d. unauthorized Bike Return – in the Prohibited Zone and in hardly accessible areas i.e. closed estates, private properties (in accordance with Appendix no. 1).
3. The Client returns the Bike through buckling the O-lock Blockade within the area of MEVO Station. Bikes ought to be immobilized in such a way so that they stand stably on the wheels, supported by kickstands. Bikes must be parked in line with the traffic regulations, so that they don't hinder the road or pedestrian traffic.
4. It is possible to return the Bike outside of MEVO Station, solely in the User Zone subject to Clause X.2.d. In such case, additional fees will be applied in accordance with Appendix no. 1. The Client is obliged to secure each rented by them Bike through buckling it by means of an O-lock Blockade. Whilst, the Client must ensure safe Break which does not hinder bike, road or pedestrian traffic.
5. The Client is obliged to correctly return and secure the Bike, as specified in Clauses X.1 to X.3 under the pain of:
  - a. calculation of fees for improper use of a Bike, in accordance with the Price list, and in case of Rental exceeding 12 hours, calculation of additional fee in accordance with Appendix no. 1,
  - b. calculation of contractual penalty for loss, theft or damage of a Bike in accordance with Appendix no. 1 and Appendix no 2 to the hereby Terms of Service,



- c. calculation of penalty fee for Bike Return at a place other than the dedicated MEVO Station, in accordance with Appendix no. 1 to the hereby Terms of Service,
- d. temporary blocking of Client Account.

Fees sum up.

6. In case when during Bike Rental an accident or collision occurs, the Client is obliged to write a statement or call the Police to the site. Furthermore, in case of the occurrence of the above event the Client is obliged to inform CC MEVO of this fact no later than within 24 hours post the event.

## **XI. Charges**

1. Fees are calculated according to the Table of Charges enclosed in Appendix no. 1 Pricelist and Table of Additional Fees, available on the website [www.rowermevo.pl](http://www.rowermevo.pl), within the Mobile Application MEVO as well as at CC. Fee is calculated for each commenced minute post exceeding the subscription time of Rental, depending on the selected Tariff Plan.
2. In case when charging the fee for the ride exceeds the means on the account the Client is obliged to top up his or her Account at least to reach the balance equal to 0 PLN within 3 working days. In case of failure to settle overdue payments, the Operator reserves the right to commence adequate legal steps against the Client, targeted at obtaining the payment on account of the realized Agreement, which results in blocking of Account until the time of payment of receivables. In case if the Client is in arrears with payments towards the Operator, the Operator reserves the right to pass the information on overdue amounts to entities indicated by appropriate provisions of law.
3. Reimbursement of charges made towards Rentals may be made upon termination of the Agreement. During the term of the Agreement with the Operator of the MEVO System, payments towards Rentals (top up amount) are non-refundable.
4. In case of obtaining a Promotional Voucher, the top up amount of Client Account and its designation are established by the Operator. The top-up amount of Client Account is non-refundable, that is there is no possibility of obtaining reimbursement of funds. The means from the top up are used in the first order, prior to the means paid in by the Client. In case of Promotional Vouchers, details regarding the amount, the validity term and the reasons for granting them are defined within the Terms and Conditions of Promotions, available on the system website.
5. In case of the Client remaining in arrears with payments towards the Operator, the Operator of services reserves the right to pass on the information on receivables to entities indicated in the applicable provisions of the law. The Client acknowledges that MEVO Operator is entitled to transfer the receivables he is owed with respect of that particular Client and stemming from the concluded with them Agreement, onto third parties, which shall entitle these entities to pursue the said receivables from that Client. The Operator of MEVO reserves the right to entrust the pursuit of receivables owed by the Client onto a debt-recovery firm.

## **XII. Responsibility**

1. The Operator realizes services related to the maintenance of MEVO System and bears responsibility for its proper functioning.
2. The Operator shall not bear responsibility for any direct or follow on damages as well as lost benefits caused as a result of improper performance of the Agreement by the Client, or for any other damages for which the Client is responsible, with the exclusion of damages caused by the Operator purposefully.
3. Any claims and complaints resulting from them ought to be directed by the Clients to the address of the Operator.

## **XIII. Complaints and plaints**

1. A complaint is a submission by Client of a demand for reimbursement of the paid fee on account of non-execution or improper execution of the Agreement by MEVO Operator as well as all other submissions made by a Client, including appeals against the paid fees.
2. Complaints ought to contain at least such data as: first name, surname, address, telephone number, allowing for Client identification. In case of lack of data that would enable identification of a Client, the Operator will leave such submission unattended.

3. All complaints concerning the services provided on the basis of the Terms of Service may be submitted:
  - a. via electronic means to the email address bok@rowermevo.pl
  - b. via electronic means by filling out a contact form available on the website
  - c. via Mobile Application,
  - d. via telephone
  - e. via registered letter to the address of the Operator, specified in Clause I.3
  - f. in person at the headquarters of the Operator.
4. If data contained within the complaint require supplementation, the Operator requests that the complaining person supplements the complaint within the indicated scope prior to reviewing the complaint.
5. The recommended term for submission of complaints is within 7 days from the date of the event which caused the complaint.
6. Submitting a complaint does not release the Client from the obligation of a timely realization of the obligations towards the Operator.
7. The Operator shall process complaints within 14 days from the date of obtaining them or their supplementation, and in case of matters of more complicated nature, this period may take up to 30 days. In case of the necessity to supplement the complaint the term for reviewing the complaint commences on the day of receipt of documents which supplement the complaint or which provide additional explanations/information by the Operator. In case of an inability to meet the deadline for the review of a complaint, the Operator will inform the Client of any delays, indicating the cause of such delay (circumstances which must be established) and an expected term for the review of the complaint.
8. Response to a complaint shall be posted to the Client via electronic post or traditional post to the correspondence address in a manner specified in the complaint. The Operator may send the response to an alternative address/ email address indicated for correspondence by the Client who submits a given complaint.
9. The consideration of a complaint consists of an identification of the problem, assessment of its justification and settlement of the problem submitted by the Client or a conduct of adequate actions in order to remove any potential irregularities, causes of their occurrence and to grant a thorough, and professional in form and in content reply.
10. CC issues a reply which includes the position of the Operator regarding the complaint, its justification and the information regarding the appeal procedure.
11. The Client has the right to appeal against the decision issued by the Operator. The appeal will be considered within 14 days from the day of its submission to CC. The appeal ought to be submitted in one of the following manners:
  - a. via electronic means to the email address bok@rowermevo.pl
  - b. via electronic means by filling out a contact form available on the website
  - c. via Mobile Application,
  - d. via registered letter to the address of the Operator, specified in Clause I.3
  - e. in person at the headquarters of the Operator.
12. The Client may:
  - a. direct an appeal against the decision of the Operator directly to CC within 14 days from the date of receipt of the reply to the complaint.
  - b. launch civil action against the Operator in an adequate general court.

#### **XIV. Withdrawal from the Agreement:**

1. The Client may withdraw from the Agreement concluded with the Operator - on the basis of the provisions of law, without indicating the cause, within the term of 14 days from the date of its conclusion. The term is considered as fulfilled if prior to its expiry, the Client posts a statement of withdrawal from Agreement to the Operator.
2. The Client may withdraw from the Agreement in particular through:

- a. sending to the Operator, to the email address bok@rowermevo.pl, a declaration of withdrawal from Agreement,
- b. sending to the email address of the Operator, specified in Clause I.3, a written declaration of withdrawal from Agreement, For this reason the Client may avail of the form on withdrawal from Agreement enclosed in Appendix no. 2 to the Act on Consumer Rights ( Journal of Laws of 2017, item 683 ), however, this is not obligatory.

3. In case of withdrawal from the Agreement, it shall be treated as non-concluded. In case of withdrawal from the Agreement each party is obliged to return to the other party all the items it obtained on the basis of the Agreement. The return of services occurs no later than within 14 days from the day of receipt by the Operator of the declaration regarding withdrawal from the Agreement. The return of payment is conducted with the use of the same payment methods which were used by the Client in the initial transaction, unless the Client has agreed to another solution within the declaration of withdrawal from the Agreement. Another solution ought to be indicated by the Client within the submitted declaration. While expecting the payment via bank transfer to the account, the Client is obliged to indicate the appropriate bank account for such return.
4. In case of withdrawal from the Agreement, it shall be treated as non-concluded. Should, pursuant to Client's demand, the execution of service commence prior to the expiry of the term of withdrawal from Agreement, the User is obliged to pay for the services fulfilled until the moment of withdrawal from Agreement. The return of funds from the account occurs no later than within 14 days from the day of receipt by the Operator of the declaration regarding withdrawal from the Agreement with the use of the same method of payment which was used by the Client in the initial transaction, unless the Client indicated an alternative solution within declaration regarding withdrawal from Agreement. While expecting the reimbursement via bank transfer to the account, the Client is obliged to indicate the appropriate bank account for such a reimbursement.

#### **XV. Termination of the Agreement upon application of the Client**

1. The Client has the right to terminate the Agreement. Termination may be submitted by the Client in the following manner:
  - a. via electronic means to the email address bok@rowermevo.pl
  - b. via electronic means by filling out a contact form available on the website
  - c. via registered letter to the address of the Operator, specified in Clause I.3
  - d. in person at the headquarters of the Operator.
2. Termination of the Agreement takes effect immediately, within 14 days from the date of receipt of the termination by the Operator. Liquidation by the Operator of Client Account within the MEVO System shall be the result of Agreement termination.
3. Prior to terminating the Agreement the Client is obliged to top up the means on Client Account to reach the balance of 0 PLN. Termination of Agreement in a situation in which the balance of the Client Account of the Client is negative remains without effect on the right of the Operator to pursue the amount equal to the unsettled by the Client amount of receivables for the services provided by the Operator.
4. If the funds on Client Account exceed 0 PLN on the day of Agreement termination they shall be reimbursed to the bank account indicated by the Client, unless the Client consented to an alternative solution within the Termination of Agreement. Another solution ought to be indicated by the Client within the submitted declaration. Reimbursement of funds will occur within the term up to 14 days from the date of Agreement Termination. In case when the reimbursement of funds triggers the necessity to bear additional costs on the side of the Operator in the form of transfer charges, these costs shall be deducted from the funds to the reimbursement of which a Client is entitled.

#### **XVI. Blockade of User Accounts**

1. The Operator reserves the right to temporarily block Client Account in the MEVO System in case of non-compliance with the conditions of Bike use at MEVO, specified in the hereby Terms of Service.
2. In particular, the Account Blockade may occur, when a given Client:
  - a. has not entered personal data in detail, as specified in Clause V.3 of the hereby Terms of Service
  - b. uses the Bike not in line with its designation

c. leaves the Bike unsecured

3. Blockade of an Account may also occur in case when post Bike Rental by the Client the Bike has been lost.
4. Permanent blockade of Client Account prevents any future setting up of subsequent Account and is equivalent to the termination of Agreement with a given Client through his fault.

#### **XVII. MEVO Mobile Application**

1. MEVO Mobile Application is available for download without charging any fees (free of charge) in Google Play stores and Apple AppStore.
2. The use of Mobile Application is possible by means of mobile phones with adequate, valid Google Android or Apple IOS system with Internet access.
3. The use of MEVO Mobile Application is possible post registering in the MEVO System. The provisions of the hereby Terms of Service in the scope of conditions of use of MEVO are appropriately represented in the MEVO Mobile Application.

#### **XVIII. Final Provisions**

1. The acceptance of the hereby Terms of Service and the Rental of a Bike indicates: a declaration of the health state which ensures safe movement on a Bike; ability to ride a bike; possession of permissions required by the provisions of law and knowledge of road traffic provisions.
2. The Operator reserves the right to terminate the Agreement with a notice of 14 days in case the Client breaches the provisions of the hereby Terms of Service (i.e. lack of acceptance of the new Terms of Service, non-return of a Bike at the required time) while the Client is entitled, in respect of the Operator, to submit claims related to the return of means on the Client Account, provided that they were not used by the Operator previously to cover the payable liabilities chargeable to the Client.
3. The Operator is authorized to introduce changes to the Terms of Service or Privacy Policy effective in the future. The information regarding changes to the hereby Terms of Service or to the Privacy Policy will be sent to the email address indicated upon registration. Lack of written information of lack of acceptance of the change to Terms of Service or Privacy Policy sent to CC within 14 days from the day of its posting to the Client indicates acceptance of the introduced changes within Terms of Service or Privacy Policy by the Client. Written information of the lack of acceptance by the Client of changes to the Terms of Service or Privacy Policy shall constitute termination of the Agreement by the Client.
4. For all matters unresolved in the hereby Terms of Service the binding legal provisions shall apply, and in particular, the provisions of the Civil Code and the Act on Road Traffic.
5. In case of any discrepancies between the Polish and the foreign language version of the Terms of Service, the Polish version of the document shall prevail.

## Appendix no. 1 PRICELIST AND TABLE OF ADDITIONAL FEES

Tariff								
Type of tariff	monthly	annual	Annual plus	Minute fee	2-day	2-day plus	5-day	5-day plus
Price	10 PLN	100 PLN	150 PLN	0,10 PLN per 1 minute	20 PLN	40 PLN	40 PLN	80 PLN
Initial fee (one off)	10 PLN	10 PLN	10 PLN	10 PLN	10 PLN	10 PLN	10 PLN	10 PLN
Validity time of tariff	30 days	365 days	365 days	No limits 2 days	2 days	2 days	5 days	5 days
Settlement period (for settlement of additional fees)	1 month	1 month	1 month	Ad hoc	2 days	2 days	5 days	5 days
Subscription time	90 minutes/day	90 minutes/day	120 minutes/day	none	300 minutes / day	700 minutes / day	300 minutes / day	700 minutes / day
Hourly rate (post using up the subscription time)	0,05 PLN per 1 minute	0,05 PLN per 1 minute	0,05 PLN per 1 minute	0,10 PLN per 1 minute	0,05 PLN per 1 minute	0,05 PLN per 1 minute	0,05 PLN per 1 minute	0,05 PLN per 1 minute
Minimum account status	1 PLN	1 PLN	1 PLN	1 PLN	1 PLN	1 PLN	1 PLN	1 PLN
Payment for exceeding the 12 hour limit of Rental	200	200	200	300	300	300	300	300
Maximum number of Bikes rented from one account	1	1	2	1	2	5	2	5
Time or Reservation (per 1 bike)	3x5 minutes	3x5 minutes	3x5 minutes	3x5 minutes	3x5 minutes	3x5 minutes	3x5 minutes	3x5 minutes
Time of Break in Subscription –time during which the User may use Break option. Time of Break calculated from the daily subscription.	30 minutes / day	90 minutes / day	120 minutes / day	none	60 minutes / day	90 minutes / day	90 minutes / day	120 minutes / day
Deposit	0 PLN	0 PLN	0 PLN	500 PLN	600 PLN	800 PLN	600 PLN	800 PLN
Fast registration	None	None	None	Depending on the manner of registering	Possible after 01.03.2019	Possible after 01.03.2019	Possible after 01.03.2019	Possible after 01.03.2019
Verification transfer	Yes, after 01.03.2019	Yes, after 01.03.2019	Yes, after 01.03.2019	Depending on the manner of registering	No	No	No	No

### Additional fees

Awarded Bike Return - Bike Return at MEVO Station after renting it from outside of MEVO Station.	+2 PLN
Paid Bike Return - Bike Return outside of MEVO Station	3 PLN
Fee for Bike Return in the area other than the Functional Area of MEVO System	100 PLN
Bike Ride by more than 1 person	100 PLN
Inadmissible Bike Return outside of the Functional Area of MEVO System*	
up to 10 km (from the closest Station)	50 PLN
up to 25 km (from the closest Station)	125 PLN
up to 50 km (from the closest Station)	250 PLN
up to 100 km (from the closest Station)	500 PLN
above 100 km (from the closest Station)	1,000 PLN
Inadmissible Bike Return in Prohibited Zone**	
up to 10 km (from the closest Station)	450 PLN
up to 25 km (from the closest Station)	525 PLN
up to 50 km (from the closest Station)	650 PLN
up to 100 km (from the closest Station)	900 PLN

above 100 km (from the closest Station)	1,400 PLN
Prohibited Bike Return in hardly accessible place***	300 PLN
Transport of Bike via water taxi or other means of public transport (train, bus, car etc.)	50 PLN
Bike Ride along the bank of water reservoir or beach coast	80 PLN
Non-authorized ride	100 PLN
Removal of applied protections	200 PLN
Theft, loss or damage of a bike	12,000 PLN

\*, \*\* and \*\*\* Fee for abandoning the bike in hardly accessible place sums up with a potential penalty for abandoning the Bike outside of the System or in the Prohibited Zone when both situations occur simultaneously.

**Fees specified in the table are VAT tax inclusive**

## Appendix no. 2 Costs of repair and restoring of a bike at MEVO System

NAME	unit of measurement	PRICE*	VAT 23%	TOTAL
Battery	piece	2,310 PLN	531.19 PLN	2,840.69 PLN
O-lock blockade	piece	890 PLN	204.70 PLN	1,094.70 PLN
Front mudguard	piece	10.00 PLN	2.30 PLN	12.30 PLN
Back mudguard	piece	10.00 PLN	2.30 PLN	12.30 PLN
RFID reader	piece	780.00 PLN	179.40 PLN	959.40 PLN
Tube 26 x 1.75	piece	12.00 PLN	2.76 PLN	14.76 PLN
Bell	piece	5.00 PLN	1.15 PLN	6.15 PLN
Brake lever, right side	piece	15.00 PLN	3.45 PLN	18.45 PLN
Brake lever, left side	piece	15.00 PLN	3.45 PLN	18.45 PLN
Roller brake, front	piece	200.00 PLN	46.00 PLN	246.00 PLN
Roller brake, rear	piece	200.00 PLN	46.00 PLN	246.00 PLN
Battery powering cable	piece	27.00 PLN	6.21 PLN	33.21 PLN
GM2.5 cable	piece	15.00 PLN	3.45 PLN	18.45 PLN
EB Bus cable	piece	45.00 PLN	10.35 PLN	55.35 PLN
Speed sensor	piece	45.00 PLN	10.35 PLN	55.35 PLN
Handlebar lift	piece	40.00 PLN	9.20 PLN	49.20 PLN
Left crank	piece	28.00 PLN	6.44 PLN	34.44 PLN
Crank with pinion	piece	50.00 PLN	11.50 PLN	61.50 PLN
Connection block	piece	12.00 PLN	2.76 PLN	14.76 PLN
Basket	piece	50.00 PLN	11.50 PLN	61.50 PLN
Front light	piece	30.00 PLN	6.90 PLN	36.90 PLN
Back light	piece	25.00 PLN	5.75 PLN	30.75 PLN
Brake line (band)	piece	4.50 PLN	1.04 PLN	5.54 PLN
Line (band) of rear dérailleur	piece	4.90 PLN	1.13 PLN	6.03 PLN
Chain	piece	11.00 PLN	2.53 PLN	13.53 PLN
Basket fix	piece	38.00 PLN	8.74 PLN	46.74 PLN
Chain guard fix	piece	20.00 PLN	4.60 PLN	24.60 PLN
Tyre (26 x 1.75)	piece	31.24 PLN	7.19 PLN	38.43 PLN
Chain guard	piece	50.00 PLN	11.50 PLN	61.50 PLN
Brake line shell	meters	3.40 PLN	0.78 PLN	4.18 PLN
Rear derailleur shell	meters	3.19 PLN	0.73 PLN	3.92 PLN

Set of pedals	piece	15.24 PLN	3.51 PLN	18.75 PLN
Front hub (dynamic)	piece	300.00 PLN	69.00 PLN	369.00 PLN
Back hub	piece	300.00 PLN	69.00 PLN	369.00 PLN
Rear derailleur pusher	piece	16.43 PLN	3.78 PLN	20.21 PLN
Front tyre with dynamo	piece	350.00 PLN	80.50 PLN	430.50 PLN
Lamp cables	meters	5.12 PLN	1.18 PLN	6.30 PLN
Bike frame	piece	597.38 PLN	137.40 PLN	734.78 PLN
Left handle	piece	9.15 PLN	2.10 PLN	11.25 PLN
Right handle	piece	8.95 PLN	2.06 PLN	11.01 PLN
Engine	piece	2,149.50 PLN	494.39 PLN	2,643.89 PLN
Saddle	piece	25.00 PLN	5.75 PLN	30.75 PLN
Advertisement sides	piece	40.00 PLN	9.20 PLN	49.20 PLN
Headsets	piece	8.69 PLN	2.00 PLN	10.69 PLN
Footer/ support	piece	95.00 PLN	21.85 PLN	116.85 PLN
Support 115mm	piece	48.00 PLN	11.04 PLN	59.04 PLN
Front spoke strengthened	piece	0.50 PLN	0.12 PLN	0.62 PLN
Back spoke strengthened	piece	0.50 PLN	0.12 PLN	0.62 PLN
Seat pillar with engraver	piece	39.00 PLN	8.97 PLN	47.97 PLN
Roller brake screw	piece	40.00 PLN	9.20 PLN	49.20 PLN
Brake lever adjusting screw	piece	5.00 PLN	1.15 PLN	6.15 PLN
Back 3 speed wheel with brake	piece	450.00 PLN	103.50 PLN	553.50 PLN
Fork	piece	250.00 PLN	57.50 PLN	307.50 PLN
Handlebar stem	piece	16.93 PLN	3.89 PLN	20.82 PLN
Seat pillar clamp	piece	6.00 PLN	1.38 PLN	7.38 PLN

\* may be subject to changes