

The general rules and regulations of the ROOVEE system

I. PREAMBLE

1. This document specifies the general terms and conditions for Clients' use of the ROOVEE system.
2. Detailed rules and regulations binding on various Operators can be found in Point 5 hereof.

II. THE GENERAL TERMS AND CONDITIONS FOR USING THE ROOVEE SYSTEM

1. In order to use the ROOVEE system, the Client must
 - a. download the mobile application available on www.roovee.eu, and then install it and register in the ROOVEE system by providing the required and correct personal data, accepting the terms and conditions specified herein, and making the initial payment in line with the payments and penalties table applicable to the particular Operator.
 - b. alternatively set up an e-mail account and generate a tele-code on <https://my.roovee.eu>, and then perform the registration procedures within the ROOVEE system by providing the required and correct personal data, accepting the terms and conditions specified herein, and making the initial payment in line with the payments and penalties table applicable to the particular Operator.
2. In order to register, the Client needs to have an active e-mail account, an active phone number, and a mobile phone with Internet access, equipped with Android or iOS in the version specified in Google Play Store and App Store, or a computer, tablet or other phone with Internet access.
3. The Operator provides the latest version of the Application, with the Android or iOS operating system. In order for the application to work correctly, the latest available version should always be installed.
4. The Operator provides access to the system version for browsers on <https://my.roovee.eu>, subject to using the latest versions of the following browsers: Safari, Chrome, Firefox or Edge.
5. The Client shall rent a bike from the Operator in compliance with the Operator's Rules and Regulations. The Client undertakes to comply with the Operator's Rules and Regulations, and in particular to make payments in line with the payments and penalties table, to use the bike in compliance with the Operator's Rules and Regulations, and to report any defects via the application, the <https://my.roovee.eu> system, or to e-mail on: bok@roovee.eu.

III. PERSONAL DATA PROTECTION

1. ROOVEE S.A, with its registered office at ul. Ryżowa 33a/7, 02-495 Warsaw, shall act as the Controller of the data processed via the ROOVEE system.
2. The Data Controller has appointed a Data Protection Officer who can be contacted by e-mail on: iod@roovee.eu.
3. The Data Controller undertakes to process personal data in compliance with the binding regulations, and in particular with the Regulation 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/EC (The General Data Protection Regulation), the Act of 10 May

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2018 on personal data protection (Journal of Laws of 2018, item 1000), and the provisions of the concluded Contract, as well as with due diligence.

4. The Data Controller shall take the appropriate technical and organisational measures to protect personal data against disclosure to unauthorised parties, collection by an unauthorised person, processing in violation of the law, loss, damage or destruction.
5. The Data Controller declares that personal data shall be processed for contract performance purposes (under Article 6 (1) (b) of Regulation 2016/679), with the aim of responding to requests or demands, as well as of providing technical assistance, and that the processing of data shall be based on the Controller's legitimate interests (under Article 6 (f) of Regulation 2016/679). Data on the user's device location shall be processed to facilitate the provision of information to the user on bicycle stations, and to provide the service of displaying the route to the nearest bicycle, subject to prior consent (under Article 6 (1) (a) of Regulation 2016/679), in order to determine, and potentially pursue/secure claims (under Article 6 (f) of Regulation 2016/679).
6. The Data Controller declares that your personal data shall be stored for the period necessary for the contract's performance, or for the duration of the Controller's legitimate interest, and, following that period, for the purposes and period as necessary under the legal regulations, or to secure potential claims.
7. The Data Controller declares that the data processed under the consent shall be processed until its withdrawal, and, following such withdrawal, for the purposes and period as necessary under the legal regulations, or to secure potential claims.
8. In connection with the data processing, the Data Controller declares that you have the right to access your personal data, and rectify or remove them, as well as the right to voluntarily withdraw your consent at any time, to restrict the processing of your data, and to transfer them.
9. In addition, you have the right to object to the processing of your personal data based on the Controller's legitimate interests.
10. You have the right to lodge a complaint to a supervisory authority if you believe that the processing of your personal data violates the provisions of Regulation 2016/679.
11. The provision of your personal data is voluntary; however, it forms a condition for the contract's conclusion and performance. Failure to provide personal data shall render the contract's conclusion and performance impossible.
12. Please note that the recipients of personal data shall include entities responsible for the operation of IT systems, and entities rendering accounting and legal services, as well as all the institutions and bodies authorised under the binding legal regulations.
13. Your data shall not be the subject of automated decision-making and profiling. Your data shall not be transferred to any third country.
14. Should you seek any further information regarding the processing of your personal data, please contact: iod@roovee.eu.

IV. FINAL PROVISIONS

1. Any matters not regulated hereunder, or in the Operators' rules and regulations, shall be governed by the binding legal regulations.
3. By accepting the Operator's rules and regulations, and by renting a bicycle, you certify that your state of health facilitates the safe use of a bicycle, and that you have the cycling skills and knowledge of the Road Code.
4. The Operator also reserves the right to terminate the Contract at seven-days' notice, especially if the Client provides inaccurate data during registration, fails to make timely payments, fails to observe the rules and regulations, or steals or destroys a bicycle.
5. The Operator reserves the right to amend the provisions hereof. Information on such

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amendments shall be sent to the e-mail address provided in the registration process, and/or via notifications in the mobile application. Failure to provide feedback information regarding the non-acceptance of the changes within 7 days of the receipt of the relevant information by the Client shall mean that he/she has accepted all the amendments hereto.

V. DETAILED OPERATOR'S RULES AND REGULATIONS

1. Krotoszyński Rower Miejski [Regulamin systemu KROTOWER](#),
2. Chodzieski Rower Miejski [Regulamin systemu CHROMEK](#),
3. Olsztyński Rower Miejski [Regulamin systemu ORM](#),
4. Bolesławiecki Rower Miejski [Regulamin systemu BROM](#),
5. Ścinawski Rower Miejski [Regulamin systemu ŚRM](#),
6. Ostrołęcki Rower Miejski [Regulamin systemu OSTRO-BIKE](#),
7. Stalowa Wola Miasto Rowerów [Regulamin systemu SWMR](#),
8. MTB Electric Duszniki-Zdrój [Regulamin systemu Duszniki-Zdrój](#),
9. Śremski Rower Miejski [Regulamin systemu ŚREM](#),
10. Żarskie Rowery [Regulamin systemu Żarskie Rowery](#),
11. Żmigrodzki Rower Miejski [Regulamin systemu Ż-BIKE](#).