

TERMS OF USE

Pińczów City Bike

Attention! By registering in the Pińczów City Bike system, you enter into a legally binding Agreement.

This Agreement on the terms of use ("Agreement") governs the use of the Service located at www.pinczowskirower.pl and the Pińczowski Rower mobile application, and any other related services ("Service"), owned and operated by the Pińczów Commune.

By accessing, browsing, downloading the mobile application or otherwise using the Pińczów City Bike Website, you accept the Regulations, make the initial payment and enter into a legally binding agreement with PRM based on the terms of this Agreement, and become a User of the PRM Service ("User").

1. Registration in the System

A necessary condition for using the PRM System is prior registration of the Customer in the System. Registration can be done via the website www.pinczowskirower.pl and www.pinczow.filfri.eu, and via the mobile application Pińczowski Rower.

During the registration process via the pinczow.filfri.eu website, the following personal data is required: name and surname, contact address, i.e. city, street with house/apartment number, postal code, country, e-mail address, mobile phone number in the format 48 xxx xxx xxx, used as a User ID in the System.

When registering via the Mobile Application Pińczowski Rower, the following data is required: name and surname, contact address, i.e. city, street with house/apartment number, postal code, country, e-mail address, mobile phone number in the format 48 xxx xxx xxx, used as a User ID in the System.

At least the information that the Customer has read and accepts the PRM Regulations and the Operator's Privacy Policy must also be confirmed. The other data listed above must be completed by the Customer no later than 24 hours after registration.

During registration, the Customer generates a PIN code which, together with the telephone number, is used to log in to the Customer Account.

An activation link will be sent to the e-mail address provided during registration via the website. The activation link remains valid for 24 hours after registration. Clicking the link verifies the correctness of this address and is one of the elements that must be met for the Customer Account to be active.

Activation of the Customer Account will take place once all of the following conditions are met:

- all data required for registration are provided on the Customer Account,
- the Customer has clicked the verification link,
- the Customer has paid the registration fee,
- in the case of minors, after providing the consent of a parent or legal guardian.

Customer accounts containing incorrect personal data with a balance of PLN 0 may be automatically removed from the PRM database.

If you do not want to become a User, do not conclude the Agreement, DO NOT click "Register", and do not access, browse, download the application, or otherwise use the Service, the website, or the information available through the PRM Service.

2. Service Description and Terms of Use

The Operator provides services related to the operation of the PRM System and is responsible for its proper functioning. The Pińczowski Rower Miejski (PRM) service allows the Customer to use a maintenance-free bicycle rental available 24/7 during the cycling season. The System, using dedicated IT tools – the website and the mobile application, and a payment and settlement system – enables the User to collect/return a bike at any station equipped with a terminal and electric locks.

The Operator is not liable for direct or consequential damages or lost profits resulting from improper performance of the Agreement by the Customer, or for other damages for which the User is responsible. The above provision does not affect, within the scope of the contract with the Customer, Article 473 of the Civil Code.

The Customer undertakes to comply with the terms of the Regulations, in particular to make the agreed payment and to use the Bike in accordance with the rules set out in the Regulations.

The Customer is responsible for using the Bike and the IT tools provided in accordance with their intended purpose, the terms of the Regulations, and the law.

In the event of non-compliance with the conditions set out in the Regulations, the Operator has the right to block the Customer Account. Detailed conditions for the Account Blockade are described in point 16.3 of the PRM Regulations, available at pinczowskirower.pl.

The User is obliged to protect their login data from being obtained by third parties and may be charged for the use of the service by persons who obtained their login data through the User's fault.

The Customer is responsible for any damage or destruction resulting from non-compliance with the Regulations. The Customer may be charged the costs of repairing such damage, including the cost of restoring the Bike specified in the Table of Additional Fees in the PRM System. The Operator shall issue a bill or a VAT invoice to the Customer for carrying out the necessary repairs.

The Customer bears full and total responsibility and undertakes to cover all fines, fees, etc. imposed on the Customer during use of the Bike and arising through the Customer's fault. However, the Customer is not responsible for fines, fees, etc. imposed on them that result from the fault of the Operator.

It is not permitted to use PRM Bikes for mountain trips, jumps, stunts or racing, or to use the bike to pull or push anything. Carrying luggage is permitted only in the basket intended for this purpose. Do not hang anything from the frame or other parts of the bicycle.

It is forbidden to use PRM Bikes while under the influence of alcohol or other intoxicants, psychotropic substances or substitute drugs within the meaning of the provisions on counteracting drug addiction, or strong anti-allergy drugs or other drugs that by definition prohibit or advise against driving.

It is forbidden to transport PRM Bikes by car or other means of transport owned by private persons. This ban does not apply to public transport, if the transport regulations allow for such a possibility.

It is forbidden to use any securing device that is not part of the PRM System to immobilise a Bike. The Operator reserves the right to remove any inappropriate security measures applied by the Customer. All costs of restoring the Bike to a condition enabling Rentals to be carried out shall be borne by the Customer in accordance with these Regulations and the Table of Additional Fees.

The Customer is responsible for the Bike from the moment of Rental until the moment of Return. An unauthorised ride results in the charging of an Additional Fee.

If the Bike is not returned for any reason, including its theft or loss, the Customer shall be charged the value of the Bike, in accordance with the Table of Additional Fees, for each lost Bike.

The Customer undertakes to return the Bike in the same condition as at the time of Rental. In particular, the Customer is obliged to take action to prevent dirt and damage (beyond standard use) and theft of the rented Bike.

In the event of theft of the Bike during Rental, the Customer is obliged to notify BOK PRM immediately after noticing the event.

In the event of an incorrect return of the Bike due to the Customer's fault, the Customer bears the costs of its further Rental and is responsible for any theft or damage. In the event of difficulties returning the Bike, the Customer is obliged to contact BOK PRM.

No electronic devices or devices used to connect to the Internet necessary to use the Service are provided to the Customer under these Terms of Use. The Customer is responsible for the purchase, maintenance and updating of compatible devices and connections, including all equipment necessary to connect to the Internet, the website, and to download applications.

Please note that not all smartphones and mobile devices can be used to access our Service. Contact us at bok@pinczowskirower.pl, or check our website www.pinczowskirower.pl, for a list of supported systems and devices for our application.

3. Copyright

All copyrights to the Materials belong to the Municipality of Pińczów or its licensors, to the fullest extent provided for by applicable law. All rights to company names, trademarks, trade names, logotypes and designs, whether or not they appear in any elements of the PRM System, or bear a trademark symbol, belong exclusively to the Municipality of Pińczów or its licensors and are protected against duplication, imitation, dilution, or misleading use in accordance with national and international trademark laws. Use or misuse of any copyright or trademark is expressly prohibited, and nothing stated or implied in the Service grants you any licence or right under any copyright or trademark of the Municipality of Pińczów or any third party.

The Website and Materials are intended for PRM Users. It is forbidden to use the Service or Materials for any purpose unrelated to PRM's activity. Any use of the Service or Materials, or any of their functionality, for a purpose not permitted by this Agreement constitutes grounds for the immediate revocation of any user IDs, passwords or other permissions that may have been granted to you by PRM in order to use the Service.

Except as expressly permitted in these Terms of Use, you may not use, copy, reproduce, republish, store, modify, upload, display, encode, transmit, distribute, lease, license, sell, rent, transfer, assign, or make publicly available your account, the Service, or any portion of it, or the materials contained in it, in any way.

You are not authorised to adapt, translate, reverse engineer, decompile, disassemble, or attempt to discover the source code, underlying ideas, algorithms, methods, techniques, file formats or programming interfaces, or to create derivative works from the Service or any portion of it, except to the extent permitted by applicable law. The User is not entitled to remove, modify, hide, obscure, disable or modify any copyright, trademark or other proprietary notices or marks.

4. Personal Data Protection and Privacy Policy

Who is the administrator of your personal data? The administrator of your personal data is the Municipal Office in Pińczów, ul. 3 Maja 10, 28-400 Pińczów, NIP: 662-00-57-664, REGON: 000523761. The Administrator can be contacted at: sekretariat@pinczow.com.pl, and by phone at: +48 41 357 27 33. For matters relating to the processing of personal data, you can contact the Data Protection Officer at: sekretariat@pinczow.com.pl.

For what purpose do we process your personal data? We process your personal data in order to:

- create an account on the electronic website and provide services related to maintaining and servicing the Pińczowski Rower Miejski account (Article 6(1)(b) of the GDPR – processing to perform the contract);
- provide urban bicycle transport services (Article 6(1)(b) of the GDPR – processing for the purpose of performing the contract);
- handle complaints and claims (Article 6(1)(b) and (c) of the GDPR – performance of the contract and fulfilment of a legal obligation);
- for analytical and statistical purposes – the legal basis for processing is the Administrator's legitimate interest (Article 6(1)(f) of the GDPR), consisting in analysing Users' activity on the Website and how they use their accounts, as well as Users' preferences, in order to improve the applied functionalities;
- ensure the ability to check from which location bikes were rented and returned in the Cycling System using the location of individual stations – the legal basis for processing will be the Administrator's legitimate interest (Article 6(1)(f) of the GDPR), namely the protection of property interests by collecting information allowing the bicycle to be located;
- possibly establish and pursue claims, or defend against claims – the legal basis for processing is the Administrator's legitimate interest (Article 6(1)(f) of the GDPR), consisting in the protection of its rights;
- if you have consented, contact you by telephone on the number provided in the form for direct marketing purposes (legal basis – Article 6(1)(a) of the GDPR in connection with Article 172 of the Telecommunications Law – your consent);
- if you have consented, send commercial information via entities cooperating with the Administrator (legal basis – Article 6(1)(a) of the GDPR in connection with Article 10(2) of the Act on the Provision of Electronic Services – your consent).

Who can we share your data with? Your personal data is processed only to the extent related to the fulfilment of the purposes above. Your data may be transferred to entities authorised under the law. The data may also be disclosed to entities providing software and technical support for the Pińczowski Rower Miejski system, including: “COMDREV” Sp. z o.o., with its registered office in Szczecinek at ul. Cisowa 17, 78-400 Szczecinek, and “COMDREV.PL” Sp. z o.o., with its registered office in Szczecinek at ul. Szczecińska 45, 78-400 Szczecinek. Your data will not be transferred outside the European Economic Area (comprising the European Union, Norway, Liechtenstein, the United Kingdom and Iceland).

For what period will we process your data? The period of data processing by the Administrator depends on the type of service provided and the purpose of processing. As a rule, data is processed for the duration of the service or order, i.e. for as long as an account is registered on the website, until consent is withdrawn or an effective objection to data processing is submitted, in cases where the legal basis for data processing is the Administrator's legitimate interest. The period of data processing may be extended if the processing is necessary to establish and pursue, or defend against, any claims, and after that time only if and to the extent required by law. After the processing period ends, the data is irreversibly deleted or anonymised.

What type of your personal data do we process? We process the data you provide when registering your account, i.e. name and surname, e-mail address, contact telephone number, and data regarding the location of the rented bike. In addition, we may also process the data on the transfer confirmation, i.e. the address of residence and the bank account number.

Is providing data mandatory? Providing data is not mandatory, but it is a condition for concluding the contract. Failure to provide data will make it impossible to set up an account in the PRM system and to use city bikes in the Pińczów Commune.

What rights do you have? The User has the right to access the content of their data and to demand its rectification, deletion, or restriction of processing, and the right to data portability. To the extent that the User's data is processed on the basis of consent, this consent may be withdrawn at any time by contacting the Administrator. Withdrawal of consent does not affect the lawfulness of processing carried out on the basis of consent before its withdrawal. The User has the right to object to the processing of data for marketing purposes, where the processing takes place in connection with the Administrator's legitimate interest, and – for reasons related to the User's particular situation – in other cases where the legal basis for data processing is the Administrator's legitimate interest (e.g. in connection with analytical and statistical purposes). Users also have the right to lodge a complaint with the supervisory authority, the President of the Office for Personal Data Protection.

Will the data be profiled or used for automated decision-making? Your personal data will not be subject to automated methods of data processing based on automated decision-making.

5. Prohibited Use and Conduct

The PRM Operator may offer the User the option of sending Materials or other information via the website or the PRM mobile application. The User is responsible for, and assumes all responsibility for, any Materials or other information submitted through the Service.

The User is responsible for all activities that occur through their account and agrees not to upload, distribute, publish, transmit or store information or other material on, into, or through the Service that: (i) infringes in any way the intellectual property or proprietary rights of others, or the privacy or publicity rights of others; (ii) is unlawful, profane, vulgar, sexually explicit, obscene, defamatory, threatening, harassing, abusive, racist, hateful, libellous, embarrassing or otherwise objectionable, or that encourages criminal conduct giving rise to liability or otherwise violates any law as determined by PRM in its sole discretion; (iii) constitutes advertising or business solicitation, surveys, contests, chain letters or pyramid schemes; or (iv) contains viruses, Trojan horses, worms or other harmful software.

The User further agrees not to: (i) use any incomplete, false or inaccurate biographical or other information; (ii) remove or alter any material or other information of any other user of the Service; (iii) collect, store or transmit information about other users without their consent; (iv) take any action that imposes an unreasonable or disproportionately large load on the Service's infrastructure; (v) permit any other person or entity to use their username or password; (vi) attempt to decipher, decompile, disassemble, or reverse engineer any software comprising or otherwise part of the Service; or (vii) access data not intended for them, or log into a server or account they are not authorised to access.

The PRM Operator may investigate events that may involve violations of the prohibited uses and conduct described above, and may seek and cooperate with law enforcement authorities in prosecuting users involved in such violations. Accordingly, such violations may result in civil or criminal liability, and the PRM Operator has the right to remove any infringing materials or prevent their use without notice. However, the PRM Operator bears no responsibility for the manner in which you submit any content, nor is it responsible for monitoring the Service for inappropriate content or behaviour. The PRM Operator does not, and cannot, pre-screen or monitor all content provided by you.

Use of the Service is at your own risk. By using the Service, you may be exposed to content provided by other Users that is offensive, indecent, or otherwise inconsistent with your expectations. The User bears all risk associated with the use of any content made available by Users in connection with the Service. If, at any time, the PRM Operator decides, at its sole discretion, to monitor the Service, the Municipality of Pińczów nevertheless bears no responsibility for content provided by Users and assumes no obligation to modify or remove any inappropriate content provided by Users. The PRM Operator has the right, but not the obligation, to edit, refuse to publish, or remove any content provided by Users at its sole discretion.

6. User Responsibilities

The User is obliged to comply with all applicable rules, regulations and laws in connection with the use of the Service, and any further restrictions that may be specified in any written or on-screen notice by the PRM Operator. As a condition of using the Service, the User represents and warrants that they will not use the Service for any purpose that is unlawful or prohibited by this Agreement and the PRM Regulations.

7. Registration, Username, Password and Security

The condition for using the PRM System is that the Customer provides: the personal data required for registration, acceptance of the conditions set out in these Regulations, payment of the registration fee, and clicking the activation link. The condition for using PRM also includes maintaining the Minimum Account Balance at the time of each rental, in the amount of at least PLN 1 for each bike rented (in words: one zloty).

Persons who are 13 years of age and under 18 (hereinafter referred to as minors) may use PRM with the consent of their parent or legal guardian.

The parent or legal guardian is liable for any damages, in particular in connection with non-performance or improper performance of the Agreement, and undertakes to cover current liabilities set out in the Appendix.

It is required that the consent of at least one parent or legal guardian for the use of the Account by a minor be sent to the Operator:

- in the form of a scanned letter sent by e-mail to bok@pinczowskirower.pl,
- by registered mail to the Operator's address,
- or submitted in person at the Operator's registered office.

The consent should include:

- the telephone number of the minor to which the Account is registered,
- the name and surname of the parent or legal guardian,
- consent to the use of the PRM System by the minor,
- the name and surname of the minor,
- the minor's date of birth,
- the handwritten signature of the parent or legal guardian,
- the date and place the consent was given.

A consent template is available on the website www.pinczowskirower.pl under the Regulations tab.

Persons under the age of 13 may use the bicycles only under the supervision of a legal guardian.

The Customer may rent up to 4 Bikes at the same time.

PRM System Bikes may only be used for non-commercial purposes, subject to an additional fee being charged in accordance with the Appendix.

The parties to the Agreement are obliged to notify each other of any changes to the addresses or other data identifying the parties, provided during registration in the System.

By registering in the PRM System, you undertake that the information you provide, or have provided, in connection with registration and use of the Services is true and accurate.

Your username and password will be your identity for the purposes of interacting with the Service. You will keep your login and password confidential, will not distribute this information, and will use your username and password only in accordance with this Agreement. You must notify PRM immediately if you become aware of, or suspect: (i) any loss or theft of your username or password; or (ii) any unauthorised use of your username, password, or the Service. In the event of such loss, theft, or unauthorised use, PRM may require you to change your username or password.

If any unauthorised person gains access to the Service as a result of an act or omission on your part, you will make every effort to determine the source and method by which this information was obtained and will immediately inform the PRM Operator. You will also cooperate and assist in any investigation of such unauthorised access. You are responsible for any actions taken using your username until you have informed the PRM Operator of the loss of your password, provided PRM had a reasonable time to prevent use of the Service under that username.

8. Payments and In-App Purchases

Fees in the PRM System are calculated according to the rates specified in the Price Lists and the Table of Additional Fees, available on the website, in the Mobile Application, and at BOK PRM. The basis for calculating the fee for using the Bike is the Rental Time.

Payment for services and products offered under PRM may be made:

- using payment cards,
- via online payments available after logging in to the Customer Account on the website or Mobile Application,
- through a payment slip processed at a post office or bank, generated by the payment operator.

Information on payment cards is processed by an external service provider and is not stored or accessible to the Operator.

All payments are transferred to the Operator's account.

At the Customer's request, the Municipality of Pińczów will provide the Customer with a VAT invoice, issued by the Municipality of Pińczów, covering the paid ride. To this end, the Customer shall contact the Municipality of Pińczów by e-mail at sekretariat@pinczow.com.pl, indicating the data necessary to issue a VAT invoice, and the date and time of the Bike Rental, Bike Return, and bike number.

If the fees charged for the ride exceed the available funds, the Customer is obliged to top up their Account to a balance of at least PLN 0 within 3 business days. It will be possible to use the system again once the payments have been settled and, in addition, once the client's account holds the minimum account balance required by these Regulations. For customers who have chosen to pay by payment card, the funds held on the card, within 3 business days, must be sufficient to make the payment.

In the event of non-payment, the Operator reserves the right to take appropriate legal steps against the Customer aimed at obtaining payment for the Agreement performed, which results in the Account being blocked until payment is made. The Operator has the right to charge statutory interest for delay on overdue amounts from the due date until the date of actual payment in full.

If the Customer is in arrears with payments to the Operator, the Operator reserves the right to provide information about the arrears to entities indicated by relevant provisions of law. The Customer acknowledges that the PRM Operator has the right to transfer due and payable receivables from the Customer, arising from the Agreement, to third parties, entitling those third parties to pursue the said receivables from the Customer. The PRM Operator reserves the right to entrust a debt collection company with recovering receivables from the Customer.

A refund of fees paid for Rentals may be made after termination of the Agreement. During the term of the Agreement with the PRM Operator, fees paid towards Rentals (the Top-Up Amount) are refundable up to the minimum balance.

The basic version of the Service requires payment of the registration fee specified in the PRM Regulations.

9. Termination of the Agreement

The Customer may withdraw from the Agreement concluded with the Operator, under applicable law, without giving any reason, within 14 days of its conclusion. The deadline is considered met if the Customer sends a statement of withdrawal from the Agreement to the Operator before it expires.

The Customer may withdraw from the Agreement by: sending a statement of withdrawal from the Agreement to the Operator's e-mail address bok@pinczowskirower.pl, or sending a written statement of withdrawal from the Agreement to the Operator by registered mail to the Operator's postal address.

In the event of withdrawal from the Agreement, the Agreement is considered not to have been concluded. In the event of withdrawal, each Party is obliged to return to the other everything received under the Agreement. The return of benefits takes place no later than 14 days from the date the Operator receives the statement of withdrawal from the Agreement. The refund is made using the same payment method used by the Customer in the original transaction, unless the Customer agreed to a different solution in the statement of withdrawal. Any different solution should be indicated by the Customer in the statement submitted.

If, at the Customer's request, performance of the service begins before the deadline for withdrawal from the Agreement expires, the User is obliged to pay for the services provided up until the withdrawal from the Agreement. Any funds remaining in the account shall be returned no later than 14 days from the date the Operator considers the statement of withdrawal from the Agreement.

Termination of the Agreement at the Customer's request. The Customer has the right to terminate the Agreement. The Customer may submit notice in the following way:

- electronically to the e-mail address bok@pinczowskirower.pl,
- electronically via the contact form on the website,
- by registered mail to the Operator's postal address,
- in person at the Operator's registered office.

Termination of the Agreement takes place immediately, no later than 14 days from the date the notice is delivered to the Operator. Termination of the Agreement results in the Operator liquidating the Customer's Account in the PRM System.

Before submitting the notice, the Customer is obliged to top up the funds on their Customer Account to a balance of PLN 0. Termination of the Agreement while the balance on the Customer's Account is negative does not affect the Operator's right to claim an amount equal to the amount owed by the Customer for the services provided by the Operator.

If the funds on the Customer's Account exceed PLN 0 on the date the Agreement is terminated, they will be returned to the bank account indicated by the Customer in the application, unless the Customer agreed to a different solution when terminating the Agreement. Any different solution should be indicated by the Customer in the statement submitted. Funds will be returned within a maximum of 14 days from the date the Agreement is terminated. If the return of funds requires the Operator to incur additional costs in the form of transfer fees, these costs will be deducted from the funds due to be returned to the Customer.

The Operator may terminate the Agreement with 7 days' notice in the event of an important reason, which may include, in particular, liquidation of the PRM System, or the cessation or change in scope of operation of the PRM System.

Termination of the Agreement for the provision of electronic services by the Operator takes place by sending a statement of termination to the User's e-mail address indicated in the User Account, or by delivering the statement to the User in any other way.

Termination of the Agreement results in the Operator liquidating the User's Account.

10. Jurisdiction in Poland

The Service is provided in Poland. We make no representation that the content or Materials presented on the Service are appropriate or available for use in the jurisdictions of other countries. If you access the Service from a jurisdiction other than Poland, you agree that you do so on your own initiative and are responsible for compliance with local laws, if and to the extent that local laws apply to your use of the Service.

11. Choice of Law and Court

This Agreement is subject to Polish jurisdiction and will be construed in accordance with Polish law.