

Terms and conditions of using Blinkee.city in Poland valid from 07.05.2021

I. General provisions

1. These regulations define principles and terms and conditions of using the blinkee.city service, as well as principles and terms and conditions of Individual contracts for the rental of a Vehicle. The blinkee.city enables the registered Customer to rent a Vehicle via the mobile Application installed on the Customer's mobile device.
2. The blinkee.city service of short-term rental of an electric city scooter, electric city kick scooter and bicycle is provided by the Green Electricity Sp. z o.o. [limited liability company] company with its registered office in Warsaw at ul. Ząbkowska 31, 03-736 Warsaw, entered to the National Court Register under the KRS no. 0000643112, the NIP no. 5272783384 and the REGON no. 365684

II. Definitions

1. Regulations - this document describing principles and terms and conditions of using the blinkee.city service. Acceptance of the provisions of the Regulations and fulfilment of all terms and conditions specified herein is the basis and condition for using the blinkee.city System as well as the Vehicles.
2. Contract - the Customer's contract with the Green Electricity concerning the use of the blinkee.city service in Poland, setting out mutual rights and obligations defined in the Regulations. It is deemed that the Contract with the content covering the provisions of these Regulations is automatically concluded at the moment of the registration of the Customer in the blinkee.city System provided that the Customer submits a declaration of acceptance of the Regulations.
3. The blinkee.city Service - a service provided at a distance, involving the provision of an electronic platform by Green Electricity Sp. z o.o. with its registered office in Warsaw, where the Customers may rent vehicles and the owners of the Vehicles (Partners) may make them available for rent by the Customers.
4. Green Electricity (hereinafter: GE) – Green Electricity Sp. z o.o. provides services related to the blinkee.city operation and is an operator within the scope of providing the blinkee.city Service. It is a limited liability company with its registered office in Warsaw at ul. Ząbkowska 31, 03-736 Warsaw, registered by the District Court for the capital city of Warsaw, 12th Commercial Division of the National Court Register under the KRS no.: 0000643112, the NIP no.: 5272783384, the REGON no.: 365684398. Contact details: phone: +48 (22) 290 25 25, e-mail: www.blinkee.city/pl
5. Individual contract for the rental of a Vehicle - a contract concluded between the Customer and the Partner or Green Electricity Sp. z o.o. for the duration of the rental of the Vehicle, specifying mutual rights and obligations in accordance with the content of the Regulations, concluded through the blinkee.city Service within the blinkee.city System.
6. Blinkee.city - a system of intermediation in the rental of Vehicles launched by the Green Electricity, including software enabling the rental of Vehicles.
7. Mobile application - an application enabling access to the rental of Vehicles, available on mobile devices with the Android, iOS operating system.
8. Vehicle - a vehicle which is equipped with a telemetric device and which may be rented through the blinkee.city System. Each vehicle has its own description in the system and application. Depending on the vehicle type, different price lists may be used. The system distinguishes three types of vehicles:

- a. Scooter - a moped-type, two- or three-wheeled vehicle equipped with an electric engine with a power of not more than 4 kW, whose construction limits the speed of driving to 45 km/h,
 - b. Bicycle - a vehicle with a width not exceeding 0.9 m driven by the muscular power of a person riding that vehicle; a bicycle may be equipped with pedal-operated auxiliary electric drive with a voltage of not more than 48 V and a rated continuous power of not more than 250 W. A bicycle in the blinkeecity system has a lock on the rear wheel protecting against unauthorised rental,
 - c. Kick scooter - a vehicle equipped with an electric engine that allows one person to move around. In limited speed zones, the dynamics of the scooter may be limited in accordance with the local rules and regulations in force.
- 9. Customer - a user of the blinkeecity System who accepted the Regulations and registered in the system. The Customer may also be a natural person, managing business activities.
 - 10. Rental time - the time from the moment of renting the Vehicle to its return in the correct manner described in the Regulations.
 - 11. Area of service provision - an area in which it is possible to rent and return the Vehicle without additional costs. The boundaries of the area of service provision are available in the mobile application.
 - 12. Limited Speed Zone (SOP) - vegetation or heavy traffic area. In Limited Speed Zones, the dynamics of the scooter may be limited in accordance with local regulations. In addition, the Operator allows the possibility of placing and updating the list of cities with a limited speed on the blinkeecity website, in the FAQ tab and the introduction of tools indicating too high vehicle speed.
 - 13. Price list - a price list of services and fees of the blinkeecity System constituting Appendix no. 1 to the Regulations. The price list is available on the www.blinkeecity/pl website.
 - 14. Partner - an entity making the Vehicle available to the Customer through the blinkeecity System within a given Territory. The Partner's data are available to the Customer on www.blinkeecity/pl. The Partner (depending on the Territory) may also be Green Electricity.
 - 15. Territory - an administrative area of a particular city or country in the Regulations, in the area of which the Partner provides vehicles for rent within the blinkeecity System.
 - 16. Mobility Points - a place from which the rental can take place and where the scooter should be returned. The conditions for the operation of mobility points are described in paragraph XI. Principles of Operation of Mobility Points. The operator allows the possibility of placing and updating the list of cities with a limited speed on the blinkeecity website, in the FAQ tab.
- III. Data of the blinkeecity Partners
 - 1. The Party to Individual contracts for the rental of Vehicles concluded through the blinkeecity System in Poland is Green Electricity directly or Green Electricity acting through its Partner.
- IV. General Terms and Conditions of using the blinkeecity
 - 1. The terms and conditions for the use of blinkeecity by Customers are as follows:
 - a. having the status of a natural person in accordance with the Polish Civil Code,
 - b. the age of 18 years old in the case of scooters and kick scooters,
 - c. the age of 13 years old in the case of use of bicycles, after prior written authorisation for use provided by parents or legal guardians. A specimen of the authorisation is available at: https://blinkeecity/pl/downloads/zgoda_rower_miejski_blinkeecity.pdf

- d. in case of a scooter - holding a valid licence for at least AM category or above (i.e. the required licence to ride electric scooters with an electric engine up to 4 kW) or holding the identity card. If the person was 18 years old before the year 2013.
 - e. in case of a scooter - or holding a driving licence recognised in Poland, another European Union country, Switzerland, Liechtenstein, Norway, Iceland or recognised as an international driving licence in conjunction with a state driving licence, provided that it allows for driving in Poland,
 - f. providing the personal data required for registration,
 - g. acceptance of the terms and conditions set out in the Regulations,
 - h. connecting a payment card enabling payment or topping up the account using the pre-paid method
 - i. the condition of use is also to maintain the minimum balance on the Customer's account at the time of each rental in the amount of at least PLN 10 (in words: ten zloty) in case of choosing the pre-paid payment method.
2. The Partner lends the Vehicle to the Customer on the terms and conditions specified in the Regulations on the basis of an Individual contract for the rental of a Vehicle.
3. The Operator allows for the possibility of providing facilities for users, among others:
- a. group rental of more vehicles,
 - b. purchase a subscription through the Application,
 - c. organisation of promotional campaigns - details of discounts and their validity period are specified in the current promotion regulations available on the system website
 - d. gratification voucher - shall be understood as a voucher offered by GE which enables the top up of the Customer's account in the form of an amount or free-of-charge minutes for a ride. Its purpose is determined by GE and is non-refundable. The funds from the voucher or the minutes for rides are used first, before the funds paid by the Customer.
- V. Responsibility / liabilities
1. Rights, obligations and responsibility of Green Electricity:
- a. Green Electricity is not obliged to provide the mobile Application for all mobile devices. The supported devices operate on Android and iOS systems.
 - b. Green Electricity reserves the right to change the technical functions and content of the mobile Application not affecting the terms and conditions of the Contract concluded with the Customer.
 - c. Green Electricity shall make efforts to ensure that the technical condition of the Vehicles allows their proper use, however, the entity responsible for the technical condition of the Vehicles is the Partner.
 - d. Green Electricity - in a situation where it is not a Partner, it is not responsible for damages incurred by the Customer in connection with the non-performance or improper performance of the Individual contract due to the technical condition of the Vehicle, its failure, lack of charge or insufficient battery charge.
 - e. Green Electricity shall not be liable for any malfunction, damage of the Vehicle or its equipment if the cause of the damage was beyond its control.
2. Obligations of the Customer:

- a. The Customer is responsible for the use of the Vehicle in accordance with the relevant legal regulations, its purpose and the terms and conditions of the Regulations.
- b. The Customer is the only person who may ride the Vehicle. He/she cannot give the Vehicle to other people to drive. This obligation shall not apply to group rentals, described in Chapter 4, point 3a.
- c. The Customer undertakes to return the Vehicle in the same technical condition as at the time of the rental, subject to signs of the normal use of the goods. The Customer is responsible for the consequences of events resulting from violation of the binding law by him/her during the use of the Vehicle under the conditions specified in these Regulations.
- d. The Customer is responsible for the Vehicle from the moment of the rental until the moment of returning the Vehicle in accordance with the Regulations, as well as in case of leaving it in a place which is forbidden or not compliant with the law. In particular, the Customer is obliged to take appropriate actions to prevent damage and theft of the rented Vehicle, occurring from the moment of renting the Vehicle to the moment of its return.
- e. Any failures shall be reported by phone, e-mail or by the form in the application through the Green Electricity. In case of any failure preventing further ride, the Customer is obliged to finish the ride and notify the Partner or Green Electricity by phone.
- f. If during the rental, the Vehicle is subject to an accident, theft, inflammation or damage (including those caused by animals), the Customer is obliged to immediately contact the relevant public services (Fire Brigade, Police, etc.) and the Green Electricity employees (+48 22 290 25 25). The Police/Fire Brigade must be informed that the Vehicle involved in the accident is electric.
- g. In case of participation in an accident or collision, the Customer is obliged to provide necessary personal data related to the proceedings conducted by the insurer.
- h. The Customer is obliged to inform the Partner through Green Electricity in writing or via e-mail (to the address: contact.pl@blinkee.city) of all details of the event within 2 days from the occurrence of the event.
- i. It is forbidden to use the Vehicles by persons under the influence of alcohol, other intoxicants, psychotropic substances or substitutes within the meaning of the provisions on counteracting drug addiction, strong anti-allergic drugs or other drugs, which by definition prohibit or recommend refraining from driving the vehicles.
- j. It is forbidden to use the Vehicle for rally raids, jumps, stunt tricks, motor sport events, any kind of races, road tests, driving lessons or for commercial transport and to use the Vehicle to pull or push anything without the prior consent of Green Electricity.
- k. It is forbidden to carry objects or substances whose condition, size, shape or weight may influence the road safety.
- l. It is forbidden to carry flammable, toxic or other dangerous substances.
- m. It is forbidden to use the Vehicle for any illegal purposes.
- n. It is forbidden to carry children under 12 years of age.
- o. It is forbidden to travel abroad using the Vehicle.
- p. It is forbidden to use the Vehicle in a manner contrary to the traffic principles.
- q. Using the Vehicle in a manner inconsistent with the law or the Regulations entitles Green Electricity to terminate the Contract with the Customer, and the Partner to terminate the Individual contract for the rental of a Vehicle.

- r. The Customer bears responsibility and undertakes to cover all fines and public law charges received by the Customer in connection with its use of the Vehicle.
 - s. It is forbidden to transport the rented vehicle using any other vehicle for this purpose.
 - t. Providing access to the account to third parties is forbidden.
3. In case of proven damages resulting from the improper use of the Vehicle for reasons attributable to the Customer, the Partner (directly or through Green Electricity) has the right to demand from the Customer to repair the damage in part or in whole according to the applicable legal regulations. The amount of damage depends on the specific incident. Relative amount of damage for the most frequent damages is indicated in the Price list available on www.blinkee.city/pl. The Customer is liable for damages caused during a group trip.
 4. Green Electricity has the right to claim compensation for the arising damage in the amount of the real value of damages, in case of exceeding the values specified in the price list.
 5. It is forbidden to make any repairs, modifications, replacement of parts in the Vehicle.
 6. In case of a collision due to the fault of the Customer, in order to properly execute the payment from the Civil Liability Policy of Green Electricity or the Partner, it is necessary to call the Police at the scene of the event.
- VI. Registration/Conclusion of the contract
1. The necessary condition to use the [blinkee.city](http://www.blinkee.city) System is registration of the Customer and positive verification by GreenElectricity. The positive verification by Green Electricity is a condition for concluding Individual contracts for the rental of a Vehicle. As of the date of conclusion of the rental contract, the Customer is obliged to have valid licences to drive vehicles.
 2. The registration takes place using the mobile application available for download at www.blinkee.city or in Google Play/App Store by: - completing the form available there and following the information provided during registration. Data to be provided during registration:
 - a. Name and surname.
 - b. Phone number.
 - c. Birth date.
 - d. Email address.
 - e. Sending documents, ie:
 - i) In the case of registration for the use of bikes by persons over 13 years of age and under 18, it is required to supplement the registration documents with authorizations signed by the parent according to the model available at www.blinkee.city. The completed declaration must be sent via the mobile application;
 - ii) in the case of registration to use scooters, the User provides a photo of the document authorizing to drive vehicles in the [blinkee.city](http://www.blinkee.city) system.
 3. In case of registering and authorising the account via external accounts, data to be provided should depend on the selected manner of authorisation.
 4. If the user wishes to receive an invoice, he should provide his name and surname, e-mail address and, if he is an entrepreneur, tax identification number and company name in order to issue and deliver the invoice.
 5. The verification and activation of the account is done by sending a scan or a photo of the driver's licence/personal ID in the [blinkee.city](http://www.blinkee.city) system (option "Documents"). The document

may be verified in an automated manner. In case of problems with verification or at the request of the User, the verification may be done manually by an authorised employee.

6. It is not allowed to transfer the Customer's mobile phone with access to the mobile Application or to transfer personal login data (login and password) to third parties.
7. The condition for registration is to provide true data, acceptance of the terms and conditions specified in the Regulations. The controller of personal data is Green Electricity Sp. z o.o. Provision of the personal data is voluntary, but necessary to use the blinkee.city System. Failure to provide the personal data prevents the use of the blinkee.city System. Information on the personal data security is available in the Privacy Policy, at the address: www.blinkee.city/pl
8. Customers shall inform Green Electricity (through Green Electricity) in writing or by e-mail (contact.pl@blinkee.city) about changes in the data (in particular e-mail address, mobile phone number, payment details, loss of driving licences). In case the data entered are not up-to-date, the Customer's account may be blocked.
9. The personal data are processed only for the purpose of the operation of the blinkee.city System and may be made available to other entities cooperating with Green Electricity exclusively within the framework of the applicable legal regulations, for the purpose of providing the blinkee.city service and concluding and performing an Individual contract for the rental of a Vehicle.
10. The Customer may also agree to send by text message, electronic mail or blinkee.city application information materials and marketing materials concerning the services provided by Green Electricity and cooperating entities, including within the blinkee.city System, as well as anonymous questionnaires sent by electronic mail or made available directly in the blinkee.city System, used by Green Electricity to collect demographic and profile data from the blinkee.city Customers. These data shall be used to study the Customers' preferences and adjust the offer of Green Electricity to their expectations, as well as to statistical analyses and create a collective image of the Customers transferred to the marketing partners of Green Electricity. Receipt of information materials and disclosure of the above-mentioned data is always voluntary, and the Customer may resign from receiving information materials or questionnaires at any time.
11. The content of particular Individual contracts for the rental of Vehicles is made available only to the parties to the Individual contract for the rental of a Vehicle and Green Electricity. Each Customer who has performed the registration procedure, after logging in, shall have access to all his/her Individual contracts for the rental for the period of their storage in the IT system. The data of the Customer concerning particular Individual contracts for the rental are stored by the IT system in the blinkee.city System. In the event of lodging a complaint, these data are stored until the exhaustion of the complaint procedure and the potential proceedings triggered by it, the recognition of the Customer's claim, for evidential purposes, not longer than 6 years, from the date of response to the complaint. In the case of reporting within this period (e.g. compensation, repair of damage) - the data are processed at the time of determining the possible liability of the Green Electricity/Partner/Customer and the execution of the ruling made in the case.
12. The controller of personal data of Green Electricity undertakes to maintain the confidentiality of the personal data and not to disclose them to other entities, unless the Customer expressly authorised him/her to do so, or such authorisation is based on legal regulations. This liability shall remain in force after the expiry of the legal relationship between the Customer and Green Electricity and in the case of data processing for information and marketing purposes until the revocation of consent to the processing of such data.

VII. Rental

1. Rental of a Vehicle, i.e. conclusion of an Individual contract for the rental of a Vehicle is possible when the Customer has an active account in the blinkee.city System. The active account status shall mean:
 - a. Activation of the user account on the basis of correct and verified documents provided to the system, confirming the authorisation to drive blinkee.city vehicles.
 - b. Method payment defined as a payment card with the possibility of charging, from which funds are collected automatically.
2. In order to rent a Vehicle, the Customer starts the mobile Application and follows the displayed information.
3. Starting/activating the Vehicle is tantamount to concluding an Individual contract for the rental of a Vehicle with the Partner.
4. The party of the Individual contract for the rental of a Vehicle is the Partner who operates in the blinkee.city System in a given Territory in accordance with the Regulations.
5. Before the ride, the Customer should make sure that the Vehicle is roadworthy, taking into account the prevailing road conditions, mainly by checking the condition of tyres and brakes. If there is no guarantee that the Vehicle is roadworthy, the Vehicle shall not be used. The diagnosed damage shall be reported to Green Electricity by means of a mobile application, by e-mail to: contact.pl@blinkee.city or by phone (tel. +48 22 290 25 25) before the ride. Except for damages that have already been reported to Green Electricity.
6. In the case of discovering any defects in the Vehicle during the rental, the Customer is obliged to immediately report the problem to the Partner or Green Electricity and park the Vehicle in the nearest permitted place.
7. Rental and use of a defective Vehicle by the Customer may result in his/her liability for defects or damage resulting from it.
8. The Customers shall not carry out repairs or modifications of the Vehicle and shall not be entitled to access to devices and batteries installed in the Vehicle.
9. The User is obliged to cover the costs of removal of the vehicles damages that are in the blinkee.city System, which resulted from the use of the Services within the User Account to the extent that they exceed the damage resulting from normal use.
10. In case the Partner declares the need to carry out Repairs and the request for such Repairs is verified by the blinkee.city on reasonable grounds, the blinkee.city reserves the right to make payments for reasonable costs for such Repairs on behalf of the Partner, using the payment method indicated by the User.
11. It is recommended that the Customer has a mobile phone capable of making calls during the rental in order to contact Green Electricity.
12. Upon the request of Green Electricity, the Customer shall provide the exact location of the rented Vehicle at any time to enable inspection of the Vehicle.
13. The Customers located outside the Area of service provision may use the Vehicle, Return of the Vehicle outside the zone is possible up to 10 000 m (10 km). The fee for leaving the Vehicle outside the zone is specified in Appendix no. 1 to the Regulations.

14. Information on the inability to return a given type of vehicle outside the zone is specified on the [Blinkee.city](https://www.blinkee.city) website, in the Price list section, after selecting a given city.
15. The trunk mounted on the back of the Vehicle (in scooters) is adapted exclusively for carrying light objects. In order to maintain safety and for fear of destroying the Vehicle, it is not allowed to put any heavy objects there. The maximum weight of the object in the trunk must not exceed 3 kg. Objects put into the trunk shall not cause its incorrect closing and shall not contain any sharp edges. Green Electricity and Partner shall not be liable for damage or loss of goods or objects carried in the trunk.
16. Vehicle may be rented up to a maximum of 72 hours. After exceeding 72h, the ride is automatically finished and the User is charged an additional fee, according to the price list of additional fees.
17. If the vehicle has been idle for 12 hours and the rental is in progress (Pause mode), the ride may be terminated by GE and the fee will be charged in accordance with the price list described in Appendix 1.

VIII. Reservation

1. The Customers shall have the right to reserve available Vehicles. This option is available in the mobile Application.
2. The reservation is valid for 15 minutes. If the vehicle is not rented (i.e. an Individual contract for the rental is not concluded) within 15 minutes, the reservation is cancelled and the Vehicle shall be available again for use by other Customers.
3. The Customers may cancel the reservation within 15 minutes via the mobile Application without additional charges.
4. The Customer may extend the reservation in the form of a paid pause, i.e. assigning the vehicle to his/her account, without actually starting the vehicle. The fee for the paid pause is calculated according to the price list.

IX. Parking

1. The Customer is obliged to park the Vehicle in the correct manner:
 - a. in the case of a scooter, by placing it on a central stand, putting the helmets in a place intended for that purpose, closing the trunk;
 - b. in the case of a bicycle, by locking the lock on the rear wheel and placing the bicycle in a publicly accessible stand
 - c. in the case of a kick scooter, by parking the vehicle in an upright position supported by a stand.
2. The Customer parking the vehicle is obliged to park the vehicles in accordance with the Highway Code.
3. The parking of the Vehicle is possible only in public parking lots (including paid public parking lots marked with a paid parking zone sign D-44 "Parking zone") and in places where vehicle parking is allowed.
4. Parking is not allowed in disabled parking spaces, spaces with defined parking times, parking restrictions, taxi parking spaces and private parking spaces (e.g. garages, supermarket parking spaces, in Mobility Points, or in other special-purpose parking spaces).
5. In case of parking the Vehicle in a manner inconsistent with the following Regulations and legal regulations, the Customer may be liable in accordance with generally applicable legal regulations.

6. In case of leaving/parking the Vehicle in an unauthorised place and/or imposing penalties and fees related to this by law enforcement authorities, the blinkee.city shall claim the amount due from the Customer in accordance with the provisions of the Regulations.
- X. Return
1. The Customer is obliged to return the Vehicle in a correct manner.
 2. The return of the Vehicle is considered to be correct if:
 - a. The Vehicle was left in accordance with the relevant provisions of the Code regulating the movement of the Vehicle,
 - b. The Vehicle was parked in a place accessible in the Area of the provision of services designated by Green Electricity,
 - c. In the case of scooters:
 - The Vehicle was placed on a central stand,
 - The helmets have been deposited in the designated place,
 - The trunk is closed,
 - The scooter was returned in the area of service provision or outside it within the limits designated in Annex 1 to the Regulations, or off it within the limits set out in Annex 1 to the regulations.
 - d. In the case of bicycles:
 - The lock on the rear wheel of the bicycle is locked
 - The bicycle was parked in a publicly accessible stand in a designated parking zone marked with a "P" letter in the application or off it within the limits set out in Annex 1 to the regulations.
 - e. In the case of kick scooters:
 - The Vehicle is parked in an upright position, supported by a stand.
 - The Vehicle was left in the zone or off it within the limits set out in Annex 1 to the regulations.
 - The Vehicle does not block or impede the proper use of the traffic routes by third parties
 - f. the application confirmed the correct completion of the rental after clicking on the "Finish" button
 - g. The mobile phone network coverage is available in the area where the vehicle has been returned
 - h. the vehicle is physically switched off
 - i. in situations indicated in the application, it may be required to take a photo of the vehicle and the area where the vehicle is left.
 3. The objects belonging to the Partner and placed in the Vehicle shall not be removed or thrown away by the Customer during and after the rental.
 4. The Customer should make sure that after the return the Vehicle is physically accessible to other registered Customers of the blinkee.city System (i.e. it is not closed behind a fence, barrier, etc.) and is not left in places where the use of the blinkee.city system is limited, such as underground parking lots.
 5. Once the option of Finishing the rental in the mobile Application has been selected and the Vehicle has been returned in accordance with the principles described above, the Individual contract for the rental between the parties is completed.

- XI. Mobility Points operation rules
1. GE reserves the right to calculate additional fees for vehicle return beyond the mobility spot or offering other services in case of making a return within the mobility spot, in specific situations and under the price list specified in Appendix no. 1 to the Term and Conditions.
- XII. Duration of the rental
1. The duration of use of the Vehicle by the Customer is limited by the battery charge level of the rented Vehicle.
 2. Once the Vehicle is activated in the mobile Application, the Customer may receive free minutes to prepare for travel. The number of free minutes may vary depending on a given city and is presented in the price list available on www.blinkee.city/pl.
 3. As long as the battery of the Vehicle has the appropriate level of charge for ride (in the case of a scooter, at least 20% of the range, which is equivalent to 10 km of range; in the case of a kick scooter, which is equivalent to 5 km of range), the Customer may use or stop using the Vehicle. When the battery of the Vehicle is dead, the Customer shall return the Vehicle according to the terms and conditions described in these Regulations.
 4. GE is not liable for improper operation of the Vehicle if the User started its use with the battery level lower than 20%.
 5. The battery charge level is displayed on the Vehicle (scooter) speedometer and in the mobile Application. Depending on the type of the Vehicle, the signals indicating the dead battery may be displayed simultaneously on the speedometer as icons from the charge level indicator. The mobile Application displays the battery charge level in percentage or remaining kilometres (distances).
 6. Neither Partner nor Green Electricity shall replace or charge the battery during the Individual contract for the rental. The Customer is also not authorised to physically access, replace or recharge the battery.
- XIII. Methods of payment and fees
1. In case the Customer connects his/her payment card to the payment intermediary system. For each of the Individual contract for the rental a fee is charged directly from the card.
 2. The Customer may make recurring payments, post paid, and on the basis of the One Click payment (described in the payment system in the application).
 3. Available payment methods are:
 - a. charging a payment card from which funds shall be collected automatically
 - b. topping up the account via available pre-paid channels,
 4. By accepting these terms and conditions, the Customer agrees that Green Electricity shall charge the payment instrument (e.g. credit card) which was indicated by him/her in the mobile Application during the registration process.
 5. The Customer agrees to charge the payment cards for fees resulting from additional fees in case of the Customer's fault, e.g. loss/damage of a helmet, damage to a scooter, etc. By accepting the above, the Customer also confirms the accuracy of the data entered in the mobile Application.
 6. Green Electricity shall not process any data related to the execution of the payment, except for the transaction number and name and surname of the person making the payment.
 7. The fee for using the Vehicle is charged for each commenced minute or for the specified rental time.

8. Fees are calculated according to the rates set out in the Price list. The basis for calculating the fee is the number of minutes of the rental calculated from the moment of concluding the Individual contract for the rental of a Vehicle until the time of proper return of the Vehicle and confirmation of return (end of the rental) in the blinkee.city System.
9. The Customer is bound by the Price list valid at the moment of reserving the Vehicle, made available on www.blinkee.city website.
10. After the end of the rental of the Vehicle, the Customer receives information about the calculated fees for using the Vehicle.
11. The Customer may request to resend the previously issued invoice via e-mail at contact.pl@blinkee.city.
12. In the case of arrears in fees, the possibility of making reservations and renting the Vehicles is suspended until the arrears are settled.
13. Green Electricity, within the framework of the consent of the Customer to charge the card on his/her behalf (recurring), is allowed to charge the card if the amount resulting from the Individual contract for the rental of a Vehicle exceeds the value of funds accumulated on the prepaid account, if it is held.
14. Green Electricity, within the framework of the consent of the Customer to charge the card on his/her behalf (recurring), is allowed to charge the card in case of charging the fees specified in the Price list, resulting from violation of the provisions of the Regulations. The deduction is made after the user has been informed about the deduction in advance.
15. In the case of a negative balance of the Customer's account as a result of insufficient funds and the implementation of the Individual contract for the rental of a Vehicle, the Customer shall be obliged to settle the payment to the Partner in accordance with the provisions of the Price list.
16. In the case of failure to pay the amount due, Green Electricity or the Partner reserves the right to take appropriate legal steps against the Customer in order to obtain payment under the Agreement. GE has the right to charge default interest on any outstanding amounts from the due date until the actual date of payment in full.
17. Green Electricity enables the Customers to pay for services offered within the blinkee.city System by means of the mobile Application.

XIV. Insurance

1. All Scooters are covered by third party insurance.
2. The insurance shall not cover damages caused intentionally by the Customer.
3. The terms and conditions of the insurance are in accordance with the general insurance terms and conditions provided by the Insurer.
4. If the use of any of the Services causes any injury or damage to another person or property, the Customer will be responsible for all consequences, claims, demands, causes of actions, losses, liabilities, damages, injuries, fees, costs and expenses, penalties, fees legal acts, judgments, lawsuits or expenses of any kind, predictable or unforeseeable, known or unknown. If the Customer's conduct requires GE to pay claims to third parties, the Customer is solely responsible to GE and agrees to indemnify GE for any losses GE incurs in connection with the payment of third party claims.

XV. Complaints

1. The Customer may submit a complaint regarding the Contract or Individual contract for the rental of a Vehicle to the Partner or Green Electricity within the period of 14 days from the

service provision. All complaints concerning services provided on the basis of the Regulations may be submitted in a form that allows Green Electricity or the Partner to become familiar with its content. In order to improve communication, a contact to the following e-mail address is indicated: contact.pl@blinkee.city

2. The complaint, in order to be properly handled, shall contain the following data:
 - a. name and surname,
 - b. e-mail address,
 - c. phone number to speed up the contact,
 - d. date and time of the ride,
 - e. detailed description of the existing situation,
 - f. number identifying the vehicle, i.e. registration number and/or its fleet number
 3. If the data or information provided in the complaint need to be supplemented, before the complaint is considered, Green Electricity or the Partner shall ask the person lodging the complaint to supplement it to the extent indicated.
 4. Green Electricity or the Partner shall leave complaints that do not contain data allowing for the identification of the Customer without consideration.
 5. Submitting a Complaint shall not release the Customer from the obligation of timely performance of liabilities in accordance with the Regulations and any concluded Contracts to Green Electricity or the Partner. If a complaint is accepted, the cost incurred in the part related to the incorrectly performed service shall be returned.
 6. The complaint shall be considered within 30 days of its receipt. In the absence of a response from the complainant within 14 days from the date of receipt of the information from GE, the complaint shall be considered in accordance with the legitimate interests of both parties.
 7. In case of disagreement, the Consumer shall have the possibility to use out-of-court methods of complaint handling and pursuing claims before the Arbitration Court, which is located in Warsaw at ul. Henryka Sienkiewicza 3 (Permanent Court of Arbitration at the Mazovian Voivodeship Commercial Inspectorate).
- XVI. Damage reporting procedure
1. The Customer is obliged to report any damage related to the rented or to be rented Vehicle in accordance with the Regulations. The report shall take place not later than 24 hours after the situation has occurred.
 2. The report of damage is made by phone: +48 (22) 290 25 25, by e-mail contact.pl@blinkee.city or by mobile application. Green Electricity recommends reporting via the mobile application as the simplest and fastest.
 3. In order to properly analyse the damage report, it shall contain the following data:
 - a. name and surname,
 - b. e-mail address,
 - c. phone number to speed up the contact,
 - d. place, date and time,
 - e. brief description of the event with information on how the damage occurred
 - f. photo of the done/ensuing damage,

- g. number identifying the vehicle, i.e. registration number and/or its fleet number
 4. If the data or information provided in the report need to be supplemented, Green Electricity or the Partner shall request the person submitting the report to supplement it to the extent indicated.
 5. A report of damage shall not release the Customer from the obligation of timely performance of liabilities in accordance with the Regulations and any concluded Contracts to Green Electricity or the Partner. If the report is accepted in favour of the Customer, the cost incurred in connection with the incorrectly performed service shall be returned.
 6. The report shall be considered within 30 days from the date of its receipt.
- XVII. Withdrawal from the Contract and Individual contract for the rental of a Vehicle
1. The Customer may withdraw from the Contract concluded with Green Electricity on the basis of legal regulations - without giving any reason - within 14 days of its conclusion. The time limit is considered to be met if the Customer sends a notice of withdrawal from the Contract before its expiry.
 2. The Customer may withdraw from the Contract, among others, by:
 - a. sending to Green Electricity a notice of withdrawal from the Contract in a documented form to the following e-mail address: contact.pl@blinkee.city,
 - b. sending to Green Electricity a written notice of withdrawal from the Contract to the postal address.
 3. The provisions of the two preceding indents of the Regulations shall apply respectively to Individual contracts for the rental of a Vehicle concluded by the Customer with Green Electricity.
 4. Before the start of the Vehicle (understood as the moment of commencement of the service provided by Green Electricity resulting from the Individual contract for the rental of a Vehicle), the Customer shall be informed via the Application that after the performance of the service provided by Green Electricity, he/she shall lose the right to withdraw from the Individual contract for the rental of a Vehicle.
 5. In case of withdrawal from the Contract or Individual contract for the rental of a Vehicle, it is considered as not concluded. In case of withdrawal from the Contract, each party is obliged to return to the other party everything that it received under the Contract. The return of benefits shall take place at the latest within 14 days from the date of receipt by Green Electricity of the notice of withdrawal from the Contract. The return of payments is made using the same payment methods as those used by the Customer in the original transaction, unless in the notice of withdrawal from the Contract the Customer agreed to another solution. For the avoidance of doubt, it is stipulated that the withdrawal from the Contract shall not affect the potential validity of the Individual contracts for the rental of a Vehicle performed by the Parties.
- XVIII. Termination of the Contract at the Customer's request
1. The Customer has the right to terminate the Contract at any time. The Contract shall be terminated after 14 days, from the moment of sending information about the intention to terminate the Contract to the e-mail address: contact.pl@blinkee.city
 2. If the Customer has unused funds on the prepaid Account, they shall not be refunded and shall be used in the blinkee.city service before termination of the Contract.
 3. Prior to the submission of the notice of termination, the Customer is obliged to supplement the funds on his/her Account to the balance of PLN 0. Termination of the Contract in a

situation in which the balance on the Customer's Account is negative shall not affect the right of GE to claim an amount equal to the amount due for services provided by GE that have not been paid by the Customer.

4. Deletion of the account makes it impossible to open the account again under the same e-mail address, so this e-mail address shall be stored in encrypted form.

XIX. Final provisions

1. Acceptance of these Regulations and the rental of the Vehicle (conclusion of the Individual contract for the rental of a Vehicle) are tantamount to the Customer's declaration of the state of health enabling safe driving the Vehicle, possessing the authorisations required by law to drive the Vehicle and knowledge of road traffic regulations.
2. Green Electricity reserves the right to terminate the Contract only in cases provided for in the Regulations. In case when one of the above-mentioned circumstances occurs, the Contract shall be terminated with a 7-day notice period,
3. Green Electricity is entitled to introduce amendments to the Regulations or the Privacy Policy with effect in the future. Information about amendments to these Regulations or the Privacy Policy shall be sent 14 days in advance by mail or to the e-mail address provided during registration and shall be published on the website: www.blinkee.city/pl.
4. The provisions of the Privacy Policy may be found on the www.blinkee.city website www.blinkee.city/pl in the Privacy Policy tab.

Price list of the services (Annex 1 to the Terms of Use)

1. The electric city scooter system

1.1. Prices and fees for the use of the electric city scooter system at the locations where GE provides services. The list of currently available places is presented on the website and in the application. In case of promotion in a given place, information may be found on the website and in the application.

No.	Duration of the rental	Maximum fee (gross)	Standard fee (gross)*
1.	Starting fee (for starting the vehicle)	PLN 2.50	PLN 0
2.	1-minute ride	PLN 0.89	PLN 0.69
3.	1-minute pause/stop	PLN. 0.09	PLN 0.09
4.	The maximum daily fee for the use of the scooter. The day of the ride is the period from 00:00 to 23:59 of the same day. The vehicle may be changed after discharge and the maximum fee remains unchanged.	PLN 89	PLN 69
No.	Incident	Approximate amount of damage	
1.	Loss/misplacement of helmet	PLN 500	
2.	The cost of repairing the Vehicle if the Customer has driven the Vehicle under the influence of alcohol and other intoxicants	Total cost of the repair, including transport of the vehicle and potential court fees	
3.	Fee for leaving the vehicle outside the zone	Fee in case of distance from the zone border: up to 0.5 km = PLN 10 from 0.5 km to 2.5 km = PLN 50 from 2.5 km to 10 km = PLN 500 above 10 km = not allowed, valuation PLN 500 + the cost of PLN 3 per km above 10 km	
4.	Fee for leaving the vehicle in violation of the regulations	Fee in the amount of PLN 100.	
5.	Fee for leaving the vehicle on private property	Fee in the amount of PLN 100.	
6.	The cost of transporting the Vehicle to the administrative borders of the Area of service provision, in case of completion of the rental outside the designated Area of service provision	Fee in case of distance from the zone border: up to 0.5 km = PLN 10 from 0.5 km to 2.5 km = PLN 50 from 2.5 km to 10 km = PLN 500 above 10 km = not allowed, valuation PLN 500 + the cost of PLN 3 per km above 10 km	
7.	The value of the vehicle	PLN 13 000	

2. The blinkee.city electric city kick scooter system

2.1. Prices and fees for the use of the electric city kick scooter system at the locations where GE provides services. The list of currently available places is presented on the website and in the application. In case of promotion in a given place, information may be found on the website and in the application.

No.	Duration of the rental	Maximum fee (gross)	Standard fee (gross)*
1.	Starting fee (for starting the vehicle)	PLN 2.50	PLN 0
2.	1-minute ride	PLN 0.79	PLN 0.59
3.	1-minute pause/stop	PLN. 0.09	PLN. 0.09
4.	The maximum daily fee for the use of the kick scooter. (The day of the ride is the period from 00:00 to 23:59 of the same day).	PLN 89	PLN 69
No.	Incident	Approximate amount of damage	
1.	The cost of repairing the Vehicle if the Customer has driven the Vehicle under the influence of alcohol and other intoxicants	Total cost of the repair, including transport of the vehicle and potential court fees	
2.	Fee for leaving the vehicle outside the zone	Fee in case of distance from the zone border: up to 0.5 km = PLN 10 from 0.5 km to 2.5 km = PLN 50 from 2.5 km to 10 km = PLN 500 above 10 km = not allowed, valuation PLN 500 + the cost of PLN 3 per km above 10 km	
3.	Fee for leaving the vehicle in a manner posing hazard to the safety of other traffic	Fee in the amount of PLN 100.	
4.	Fee for leaving the vehicle on private property	Fee in the amount of PLN 100.	
5.	The cost of transporting the Vehicle to the administrative borders of the Area of service provision, in case of completion of the rental outside the designated Area of service provision	Fee in case of distance from the zone border: up to 0.5 km = PLN 10 from 0.5 km to 2.5 km = PLN 50 from 2.5 km to 10 km = PLN 500 above 10 km = not allowed, valuation PLN 500 + the cost of PLN 3 per km above 10 km	
6.	The value of the vehicle	PLN 6000	
7.	End of the trip beyond the point of mobility if the vehicle is	PLN 30	

	taken from the mobility point	
8.	End of a trip beyond the point of mobility if the vehicle is taken off the mobility point	PLN 30

3. The blinkee.city electric bicycle system

3.1. Maximum prices and fees for the use of the electric bicycle system at the locations presented in the application and on the website. In case of promotion in a given place, information may be found on the website and in the application.

No.	Duration of the rental	Maximum fee (gross)	Standard fee (gross)*
1.	30-minute ride	PLN 5	PLN 4
2.	1-minute pause/stop	PLN 0.09	PLN 0.09
3.	The maximum daily fee for the use of the bicycle. The day of the ride is the period from 00:00 to 23:59 of the same day. The vehicle may be changed after discharge and the maximum fee remains unchanged.	PLN 89	PLN 69
4.	The value of the vehicle	PLN 10000	

4. The blinkee.city city bicycle system

3.1. Maximum prices and fees for the use of the city bicycle system at the locations presented in the application and on the website. In case of promotion in a given place, information may be found on the website and in the application.

No.	Duration of the rental	Maximum fee (gross)	Standard fee (gross)*
1.	30-minute ride	PLN 2	PLN 1
2.	1-minute pause/stop	PLN. 0.09	PLN. 0.09
3.	The maximum daily fee for the use of the bicycle. The day of the ride is the period from 00:00 to 23:59 of the same day. The vehicle may be changed after discharge and the maximum fee remains unchanged.	PLN 89	PLN 69
4.	The value of the vehicle	PLN 3000	

5. Other gross fees for all types of vehicles

No.	Incident	Approximate amount of damage for blinkee.city city bike, electric bike, electric scooter and electric scooter systems
1.	Parking/returning the Vehicle incorrectly, in an unauthorised place	PLN 100 for leaving the vehicle outside the zone + PLN 100 potential cost for towing the vehicle + PLN 30 potential cost for the first 24-hour stop at the Police parking lot
2.	Soiling the vehicle or elements of its equipment	PLN 50 per vehicle

*fee depends on the specific location and period in a year