

# RULES ON SHARING QUICK RIDE ELECTRIC SCOOTERS

## §1

### General provisions

1. These rules (henceforth **“the Rules”**; **“the Agreement”**) set out the terms and conditions of use of the services referred to in §2 of these Rules, provided to entities specified in §3 of these Rules.
2. The entity providing the services referred to in §2 of these Rules is Quick Ride Limited Liability Company, Limited Partnership headquartered in Gdynia (81-395), ul. Władysława IV 43, e-mail: [kontakt@quick-app.eu](mailto:kontakt@quick-app.eu), phone number (+48) 538 550 144 (operator's rates apply) (KRS [National Court Register]: 0000770206, REGON [Register of Businesses]: 382511010, NIP [Tax ID]: 5862341500, henceforth: **“the Company”**).
3. Reading and accepting these Rules is a condition for using the services referred to in §2 of these Rules.
4. These Rules are provided by the Company on its website at [www.quick-app.eu](http://www.quick-app.eu) and in the Mobile application Quick and can be downloaded in PDF format to be stored and accessed by entities referred to in §2 below in the ordinary course of business.

## §2

### Services and their availability

1. The services provided by the Company involve the hire of electric scooters (henceforth **“Scooter(s)”**) to entities specified in §3 of these Rules (henceforth **“Services”**).
2. No Scooter may be used for a continuous period longer than 12 hours.
3. For the use of Scooters, a fee is charged in the amount in accordance with the price list:
  - PLN 0 gross – start fee;
  - PLN 0,60 gross - for each started minute of using the Service;
  - PLN 0,10 gross – pause- for each started minute of using the Service;
  - PLN 0,10 gross – reservation - for each started minute of using the Service; the maximum reservation time is 10 minutes - maximum 4 Scooters at the same time (It is allowed to reserve the same Scooter three times within six hours). Each time the service is activated, a fee is charged in advance for the maximum duration (10 minutes) in the amount of PLN 1 and it is billed depending on the number of minutes used after the cancellation or expiry of the reservation, it means that funds for the duration of the reservations shorter than 10 minutes are returned to the user's wallet in the application;

- PLN 3 goss – final fee, charged when the User fails to return the Scooter to the designated spot marked on the map with the letter P.
4. The availability of the Service may be restricted due to the need for battery charging and periodic maintenance.
  5. In order to improve the safety of the driver and other road users the limit of 12 km/h of the maximum speed has been introduced for scooters in Gdańsk, i.e. the area of the Main Town within the Śródmieście district together with Wyspa Ołowianka and the northern part of Wyspa Spichrzów, i.e. the limited area of ul. Okopowa, ul. Podwale Przedmiejskie, as well as in the area of Dolny Sopot limited by the streets: Chopina, Ceynowy, Al. Niepodległości and the seaside, as well as the entire North Park, South Park and the coastal area.

### **§3 Users**

1. Person 18 years of age or older may use the Services unsupervised.
2. Persons between 10 and 18 years of age are required to have a bicycle card or a driving license of any category.
3. Persons under 10 years of age may not use the Services.
4. Persons with physical or mental disabilities may not use the Services.
5. The User's maximum body weight may not exceed 120 kilograms for technical reasons relating to the Scooter's manufacturing design.
6. The User represents that he/she is aware of the risk related to using the Services, including in particular the possibility of injuries, illnesses and damage arising as a result of an unfortunate accident or use of the Scooter inconsistent with the applicable laws (including these Rules). In the cases referred to in the preceding sentence, the User shall refrain from filing any claims against the Company.
7. The Company shall not be liable for damage to clothes and/or mobile devices arising as a result of using the Service.

### **§4 User registration**

1. Registration can be made via the mobile application.
2. In addition to the requirement specified in §1(3) of these Rules, a further condition for using the Services is to register an account referred to in §5 of these Rules.
3. To complete registration, the User shall:
  - a. Provide all the personal details required by the Company, including e-mail address, mobile phone number and payment card details from which all fees applied in the

Regulations will be charged. All data provided must be up-to-date, ~~and~~ complete and refer to the User;

- b. confirm that he/she has read and accepted these Rules;
  - c. consent for his/her personal data to be processed in line with the applicable laws;
  - d. consent for fees to be charged and collected by the Company for using the Services.
4. The disclosure of data referred to in 2(a) is voluntary but necessary for gaining access to the Services. The administrator of the User's personal data is the Company in accordance with the Personal Data Protection Act of 29 August 1997 (Journal of Laws 2014, item 1182 as amended).
  5. The Users may use the "one-click" service to allow recording of payer information, including in particular the full name and payment card, that will be used in further transactions related to the Service.
  6. The Users may review and modify their personal data.
  7. In the event that the User has untruthfully stated the data referred to in 2(a) above, the Company may restrict the User's access to the Services.
  8. The data referred to in 2(a) above shall be processed solely in order to correctly perform the Services, and within the scope and for the purposes identified in the consents expressed by the User on registration.
  9. The data referred to in 2(a) above may be disclosed to other entities co-operating with the Company but only in line with the applicable provisions of law and in connection with the performance of the Service. The personal data may be disclosed in particular to payment operators.
  10. The data referred to in 2(a) shall be processed, stored and secured in accordance with the principles specified in the applicable laws.

## **§5 User account**

1. A unique account (henceforth "**the Account**") is created on user registration.
2. The account contains User data specified by him on registration.
3. Where the data provided by the User on registration has changed, the User shall be obliged to update them immediately.
4. The Account authorizes the User to use the Services wherein the User shall be entitled to use up to four Scooters at the same time under his/her Account. Scooters may be hired to non-registered users subject to §3 of these Rules.
5. The Account authorizes the User to use the Services wherein the User shall be entitled to use up to four Scooters at the same time under his/her Account. Scooters may be hired to non-registered users subject to §3 of these Rules.

6. Where the Company reasonably suspects the User's failure to comply with these Rules or the instructions for using the Scooters in a proper manner, the Company shall be entitled to restrict the User's access to the Services.
7. The user has the option to obtain bonus funds that may be valid for a specified period of time or granted permanently. These funds cannot be withdrawn from your wallet.
8. Where the User has bonus funds and topped-up funds, the bonus funds shall be the first to be debited.

## **§6 Rules for using the Scooters**

1. The Scooters may be used only in the zone located by the Operator within the administrative boundaries of the cities in which they are available.
2. The User may not use the Scooters unless he/she is wearing protective head gear.
3. The User may not use the Scooters when under the influence of alcohol, intoxicants, medication diminishing psychomotor ability or any other substance that may affect such ability.
4. The Scooters may not be used to transport any goods or object, or be used by more than one person at a time.
5. It is forbidden to use Scooters by pregnant women.
6. The User may not use the Scooters if he/she is carrying a briefcase, backpack or any other object that might make it difficult or impossible to control the Scooter correctly.
7. The Scooters may not be used in a manner inconsistent with their intended purpose, in particular by organizing scooter races, performing acrobatics or engaging in activities that expose the Scooters to excessive moisture.
8. The Scooters may not be used in a manner that contravenes the law, in particular the Traffic Law of 20 June 1997 (Journal of Laws No. 98, item. 602 as amended).
9. When riding the Scooter, the User may not use a mobile phone, music players or other devices which might distract or diminish the User's concentration.
10. Before using the Services, the User shall be obliged to read the instructions for using the Scooters posted on [www.quick-app.eu](http://www.quick-app.eu) and in the application Quick and comply with such instructions as well as these Rules when using the Scooters.
11. Before starting to use the Services, the User is obliged to check the Scooter's battery status and general condition. Scooters whose condition suggests a lack of road-worthiness may not be used.

12. Where the User using a Scooter becomes aware that it is damaged, he/she shall be obliged to stop using it and notify the Company thereof on [www.quick-app.eu](http://www.quick-app.eu) or in the application Quick in the 'report a problem' tab. Reporting a problem is not tantamount to filing a complaint.
13. Before using the Services, the User should consider whether the prevailing weather conditions, such as in particular rain, snow, hail, ice, poor visibility or atmospheric discharge might pose a safety risk. When using the Services, it is recommended that the User considers all relevant factors and variables, including weather and traffic conditions and braking distance, and act accordingly.
14. The Scooters are the Company's property. The User is obliged to use the Scooters in such a way as to minimize wear and prevent damage. The User shall not be liable for the Scooter's ordinary wear and tear.
15. Where the Scooter is suspected to have been stolen or damaged in the course of its use, the User shall immediately notify the Company thereof through [www.quick-app.eu](http://www.quick-app.eu) or the application Quick. In the case of suspected theft, the User shall also immediately report this to the Police.
16. The Scooter may not be disassembled, repaired, improved or tampered with in any way whatsoever.
17. After using the Scooter, the User undertakes to leave it in a standing position, in a publicly accessible place, designated for this purpose. In the situation when such a place is not available - then as close as possible to the outer edge of the pavement farthest from the road and parallel to it's edge, allowing for later use of the Scooter by others. The place of leaving the Scooter should be properly selected by the User, in a way that excludes possible damage to the Scooter, and ensures the safety and comfort of other road users.
18. The rider of the Electric scooter is obliged to use the bicycle lane or the bicycle designated area if they are designated for the direction in which he is moving or intends to turn. The driver of a bicycle or electric scooter, when using the path for bicycles and pedestrians, is obliged to exercise extreme caution and give way to pedestrians.
19. The rider of the Electric scooter is obliged to use the road on which the movement of vehicles is allowed at a speed of no more than 30 km/h, if there is no separate road for bicycles and bicycle lane.
20. The use of the sidewalk or path for pedestrians by the driver of the Electric scooter is allowed exceptionally when the pavement is located along a road on which vehicle traffic is allowed at speeds greater than 30 km/h, and there is no separate path for bicycles or bicycle lane.
21. The rider of the electric scooter using the sidewalk or the road for pedestrians, is obliged to drive at a speed close to the speed of pedestrians, exercise particular caution, give way to pedestrians and not obstruct their movement.

## §7

### Beginning and finishing the use of the Services

1. To start using the Service, the steps below should be followed:
  - a. Register in the application Quick;
  - b. Accept these Rules;
  - c. Choose a payment method;
  - d. Top up your wallet or activate the automatic top-up;
  - e. Scan the QR code posted on the Scooter;
  - f. Push off with your foot and press the throttle.
2. The Scooters must not be used in any way before the commencement of the journey and after the end of using the Service as described in the preceding paragraph.
3. As soon as the QR code is scanned, the scooter should start and allow the user to begin the ride. If the customer believes that the scooter has not started, the user is required to take a clear photo of the scooter's QR code along with the display at the end of the ride. This will constitute an important factor in the consideration of the complaint.
4. To finish using the Service, the steps below should be followed:
  - a. Select the option "Finish";
  - b. Take a picture of the parked Scooter in the application Quick, in a way that shows its entire image. The picture will be automatically sent to the Company's server and the charging of service fees will stop.
5. The User is obliged to start and finish using the Services as described in sections 1 and 3 above. The use of the Services cannot finish outside the permitted area (colour grey in application) or in the no-parking area marked in red in the application. Leaving the scooter outside the allowed zone or in the no parking zone will result in a PLN 100 penalty while leaving it in the no-parking zone, there will be a fine of up to PLN 160.
6. Where problems occur with finishing the use of the Services, the User shall report this immediately to the Company on the website [www.quick-app.eu](http://www.quick-app.eu) , in the application Quick or from the helpline.
7. Where the use of the Services is finished incorrectly, i.e. the rules listed in sections 3 and 4 above are not met, the User may be charged with fees for the continued use of the Services. Such additional fees referred to above shall continue to be charged until the use of the Services is finished correctly or the circumstance that prevents finishing the use of the Services is reported as set out in section 5 above. This does not apply to situations in which the user has left the scooter in a no-parking area. The ride will then end after 90 minutes and the fees will be charged until then.
8. A ride may finish automatically due to low battery status. In the event that such a ride has ended in the no-parking zone and the scooter is left there, the User will not be charged a penalty.

9. The User is obliged to check the condition of the battery before starting the ride. The Company is not responsible for events due to low battery condition, as the ride may end automatically.
10. The ride is automatically ended when the system detects that the balance of your account is PLN 0 PLN during the ride. This amount is recognized as a lack of funds in the account. Then the User may be charged the ending fee.
11. When the user leaves the permitted zone, the scooter will gradually slow down to 1km/h and ultimately turn off, thus ending the ride. Then the User has 10 minutes to return to the allowed zone. In this case, start a new ride and return to the zone or move the scooter. Otherwise the Scooter is still outside the permitted zone, the ride will end again and the customer will be charged another fine of PLN 100. Additionally, each ride continued outside the permitted zone is a subject to the fee of PLN 100.

## **§8 Payments**

1. Payments for using the Services shall be charged as specified in the price list set out in §2(3) of these Rules.
2. The minimum wallet balance required to start a ride shall be PLN 4, the only exception is the subscription, the minimum wallet value of which is PLN 0.
3. Payments shall be made by topping up the wallet associated with the Account in the application Quick. The wallet associated with the Account shall be topped up on transferring funds from a payment card (minimum PLN 20) or by BLIK (minimum PLN 10). Payments shall be deducted from wallet automatically on completing the ride. Moreover, the Company shall be entitled to automatically top up the wallet associated with the Account with the minimum amount of PLN 25 to keep the wallet balance from dropping below PLN 5 throughout the life of the Account. Where deducting the due payment from the wallet associated with the Account would deplete the Account to less than PLN 5, the Company shall be entitled to restrict access to the Services.
4. Payments shall be made by connecting a payment card to a payment management system. The User may make payments in the system one-click described in §4(4) of these Rules.
5. Payment for using the Services shall be charged at the applicable rates from the time that the QR code posted on the scooter is scanned or the code is entered in the application by hand, to the time that the Service is correctly completed by selecting the option "Finish" and taking a picture of the correct parked Scooter. Where the ride cannot be completed due to the scooter's being left outside the permitted area or in a no-parking area, the Company may continue to charge fees even when this results in a negative account balance. In such a case, any resulting shortfall will be deducted automatically when the User tops up his/her wallet.
6. When the User finishes using the Services, he/she will be able to view the payment summary after logging into his/her Account in the application Quick.
7. Where the bank account associated with the payment card has insufficient funds to cover the fees for using the Services, the User shall immediately provide the outstanding funds at his/her bank account or top up the wallet associated with the Account with the amount required to pay

the Company. Also, the Company shall be entitled to seek payment of any outstanding amounts, including statutory interest.

8. Where any arrears have accrued in the User's payments to the Company for using the Services, the Company shall be entitled to restrict the Account until such arrears are settled.

## **§9 Promotions**

1. The user may activate a subscription package in 3 different variants:
  - Daily package PLN 40 - 75 minutes / day (valid for 24 hours from the moment of the purchase);
  - Weekly package PLN 95 - 30 minutes / day (valid for 7 days from the moment of the purchase);
  - A monthly package of PLN 350 - 30 minutes / day (valid for 30 days from the date of the purchase).
2. The package can be purchased by topping up the account and paying the amount necessary to buy the package, or by using automatic top-up, although in this case the user does not receive the bonus of PLN 5 for the automatic top-up. Each package has a certain expiry date and it is not automatically renewed. As a part of the purchased package, the user has a specific daily number of minutes to use in the QUICKAPP. The unused minutes are not transferred to the next day; they are forfeited. If the daily package is used before the end of 24 hours, this package expires and it is possible to buy it again. Purchasing subscriptions does not exempt from the final fee of PLN 3 for leaving the scooter outside the spot. Once the minutes available for a given day are used, the user may only start the ride after topping up the account.
3. Subscription packages cannot be combined with other temporary promotions.
4. The user cannot cancel the purchased package.
5. The activation of the automatic top-up option entitles the user to a bonus of PLN 5 each time the account is topped up with PLN 25. The funds received are non-refundable.
6. The automatic top up option does not work with active subscription packages. If the user runs out of minutes in a package and has no money in the wallet, the ride is automatically terminated and the wallet will not be topped up with PLN 25.
7. All funds received under the "Extra top-up" promotion are non-refundable. In the case of topping up the amounts mentioned below, the User receives an Extra Top-up directly to the bonus account.
  - PLN 50 – PLN 4 EXTRA
  - PLN 100 – PLN 10 EXTRA
  - PLN 200 – PLN 25 EXTRA
8. Top-ups included in the "Recommend the Quick app" promotion (which resulted in a bonus for the person recommending) are non-refundable.



9. Every Tuesday, all completed rides get a 10% discount. The final fee and reservation is not covered by the promotion.
10. All completed and paid rides are taken into account in the minute ranking according to the "Bang out levels with Quick" promotion. After riding for 0-320 minutes the user's avatar features a red rim. After 321 minutes, up to 640 minutes, the avatar features a yellow rim and the user gets a bonus of 20 minutes (PLN 10 in the app wallet) to be used by the end of the given month. For rides of more than 640 minutes, the colour of the rim changes to green, and the user gets 40 free minutes (PLN 20 in the app wallet) to be used by the end of the given month. Additionally, three users with the highest number of minutes ridden in QuickApp as at 23:59:59 on the last day of the month get funds in the wallet depending on the place:
  1. Place - PLN 100 wallet bonus;
  2. Place - PLN 50 wallet bonus;
  3. Place - PLN 25 wallet bonus;to be used in the app within 30 days. Funds received under this promotion are not credited towards the next month's promotion.
11. The payment management system operator is **Straal sp. z o.o.** NIP (Tax ID) 5272820582 headquartered in Warsaw, Plac Europejski 1.
12. **Straal sp. z o.o.** shall not process any payment data other than the transaction number, e-mail address and the ordering person's name and surname.

## **§10**

### **Contractual penalties**

1. If the Scooter is left in a confined place where it cannot be accessed by other Users or authorized Company representatives or if the Scooter is left where it obstructs traffic, the User shall pay the Company a contractual penalty in the amount of PLN 500 (five hundred). The contractual penalty for leaving the Scooter outside the administrative boundaries of the city, in which it was hired, is PLN 1000 (a thousand).
2. In the event that the Scooter is damaged for reasons attributable to the User at the time that it is being used, the User shall pay the Company a contractual penalty in the amount of PLN 1200 (a thousand two hundred).
3. In the event that the Scooter has been used for a period longer than 12 hours, the User shall pay the Company a contractual penalty in the amount of PLN 200 (two hundred) for each begun 5-hour period.
4. In the event that the Scooter is used before the use of the Services is started as specified in §7(2) of these Rules, the User shall pay the Company a contractual penalty in the amount of PLN 200 (two hundred).
5. In the event that the User has failed to notify the Company of the theft of or damage to the Scooter as specified in §6(14), the User shall pay the Company a contractual penalty in the amount of PLN 1200 (one thousand two hundred).

6. In the event that the Scooter is tampered with as specified in §6(15), the User shall pay the Company a contractual penalty in the amount of PLN 1000 (one thousand).
7. The charging of a contractual penalty or contractual penalties foreseen in these Rules shall not prevent the Company from seeking compensation in excess of the contractual penalties on general terms.
8. The User shall be notified of any contractual penalties being charged at the e-mail address provided on Account registration.

## **§11**

### **Complaints**

1. All complaints can be sent to the Company's address **Quick Ride** Limited Liability Company, Limited Partnership headquartered in Gdynia, ul. Władysława IV 43 (81-395 Gdynia), to the e-mail address: [kontakt@quick-app.eu](mailto:kontakt@quick-app.eu) or in the application "Quick" through the User Account in the 'complaints' tab.
2. A complaint shall be filed within 14 days from the day of the originating event. The complaint shall state the User's name and surname, phone number, e-mail address, information on the originating event (in particular the day and time), a detailed description of the problem and the Scooter's number.
3. The time-limit for the Company to process complaints shall be 30 calendar days, counting from the day that the complaint is received, containing the information specified in section 2 above. In the event that the information received is not sufficient to consider the complaint and the user refrains from providing our employee with such information for more than 7 days, then we consider the complaint to be resolved and closed.
4. Filing a complaint shall not relieve the User of any obligations arising from the use of the Services or these Rules.
5. If the Company grants the complaint, the funds charged for the challenged Service shall be returned to the Account in the application from which they have been deducted.
6. In the event that the company recognises a complaint regarding a ride as part of a subscription package (where the complaint is processed on the same day as it was filed), the user will retrieve the minutes lost to use on the same day. If it is not possible to process the complaint on the same day, or if the user cannot use these minutes on that day, then it is possible to extend the validity of the package by another day.
7. Bonus funds may not be cashed out from the wallet. If the Account is removed by the User, the bonus funds shall be forfeited. Only funds in the main wallet are refundable.

8. An attempt to rent a scooter that is out of power or out of service does not constitute grounds for a complaint.

## **§12**

### **Liability**

1. Where a claim is filed by a third party against the Company by reason of the User's causing through his/her own fault whatever damage to such third parties in the course of using the Services, the User shall compensate the Company for the costs incurred in settling the third-party claim.
2. For the avoidance of doubt, none of the provisions in these Rules shall modify or bar the Company's liability for obligations which may not be modified or restricted under generally applicable laws.

## **§13**

### **Withdrawal**

1. The User may withdraw from the Agreement for convenience within 14 days from the acceptance of these Rules. In order to comply with such time-limit, the User shall notify the Company prior to its expiry. The notice to withdraw may be sent in writing to the Company's address stated in §1(2) of the Agreement or by e-mail to [kontakt@quick-app.eu](mailto:kontakt@quick-app.eu) .
2. The User shall waive his/her right to withdraw from the Agreement, discussed in section 1 above, by starting to use the Services.
3. In the event of a withdrawal, the Agreement is deemed to have never been concluded. In the event of a withdrawal, each Party shall return whatever they have received under the Agreement no later than 14 days from the day that the Company has received notice to withdraw. The refund of payments should be made by the same method as used by the Client to effect such payment. For the avoidance of doubt, it is stated that withdrawal from the Agreement shall not invalidate the Services that the Company may have provided.
4. Subject to payment of any outstanding amounts due to the Company, the User shall be entitled to remove his/her Account at any time. Where funds remain in the Account on its removal, such funds shall be returned to the originating bank account. Where this should prove to be impossible, the remaining funds shall be forfeited.

## **§14**

### **Final provisions**

1. These Rules shall be governed by Polish law.
2. These Rules shall be governed first and foremost by the provisions of the Polish Civil Code.