

The Regulation is effective from January 1, 2026.

Below we present the Regulation, in which you will learn the rules and conditions for renting electric bikes. First, familiarize yourself with the definitions of key terms found in the Regulation. Remember to read the entire content of the Regulation before starting to use the services.

Definitions

Terms used in the Regulation, written with capital letters, have the following meanings:

- **Regulation:** this document defining the use of services provided by Denis Zimovski, whose provisions constitute the terms of the Agreement.
- **Agreement:** the agreement concluded between Denis Zimovski and the Client, the subject of which is the rental of the Bike by the Client, defined in this Regulation.
- **Subscription Fee (Abonament):** remuneration paid by the Client to Denis Zimovski in exchange for the rental of the Bike based on the Agreement.
- **Client:** any natural person who has reached at least 18 years of age and has full legal capacity and has entered into the Agreement.
- **Bike (Rower):** electric bike provided to the Client by Denis Zimovski under the Agreement, as well as the battery, wheel lock, additional padlock, charger.
- **Billing Period (Okres rozliczeniowy):** minimum bike rental period of 7 calendar days, starting from the day of rental commencement.
- **End Date (Data Końcowa):** the last day of the Agreement's validity.
- **Defect (Usterka losowa):** random defect arising as a result of normal use of the Bike or battery, in particular punctured inner tube, worn brake pads, worn/broken chain, damaged gear shifter, broken spoke, worn cassette.
- **Damage (Uszkodzenie):** defect to the Bike, battery, or charger caused by their improper use or arising as a result of a random event. Damage may include, in particular, a broken or bent Bike element...

1. Entering the Agreement

1.1. Under the Agreement, Denis Zimovski provides the Client with a Bike for use under the terms and in exchange for the remuneration set out in this Regulation.

1.2. The Agreement may only be concluded exclusively by a natural person who:

- has reached 18 years of age,
- has full legal capacity,
- holds a MasterCard or Visa payment card,
- has a device with Internet access, an internet browser supporting JavaScript, enabled cookies support, and an active email account.

1.3. One Client may enter into the Agreement only for one Bike. This does not apply to situations where Denis Zimovski replaces the Client's Bike.

1.4. The Bike is part of the Bike fleet. The Agreement does not concern a specific Bike.

1.5. The Bike remains the property of Denis Zimovski throughout. The Client is not entitled to transfer the Bike, in particular to use, rent, lease to third parties, as well as to grant any security interests on the Bike.

1.6. The Client will be responsible for notifying Denis Zimovski of changes in data known to Denis Zimovski, such as new residential address, phone number, or email, immediately, no later than 14 days from the date of data change.

1.7. Pickup and return of the Bike will be made based on a handover-acceptance protocol by mutual agreement of the parties.

2. Conditions for Using the Bike

2.1. Denis Zimovski will provide the Client with a new or used Bike, without defects and fully suitable for use and permitted for traffic. Denis Zimovski informs the Client of the Bike's condition in a written handover protocol provided to the Client at the time of its handover.

2.2. The Client undertakes to use the Bike in accordance with the law, in accordance with its purpose, and with due care, taking care not to cause its damage or destruction. The Client also undertakes to use the Bike in such a way as not to pose a threat to themselves or other road users.

2.3. The Client undertakes not to use the Bike under the influence of alcohol or other substances slowing reaction time.

2.4. The Client undertakes not to use the Bike for criminal purposes and not to transport other persons on the Bike.

2.5. The Bike is intended exclusively for the personal use of the Client, within the city in which it was rented. The Client may not change the place of use of the Bike without the consent of Denis Zimovski.

2.6. Pickup and return points for bikes are located at addresses:

2.6.1. Warsaw 02-677, ul. Taśmowa 4a.

2.7. Depending on the situation, with oral consent of both parties, in specific cases, the place of handover and pickup may change.

2.8. The Bike is intended only for use in urban traffic. The Client may not use the Bike on unpaved surfaces, in particular in forests or hard-to-reach terrain.

2.9. The Client may not make any changes to the Bike that cannot be removed without damaging the Bike and may not manipulate the Bike's electronics or software in any way.

2.10. The Bike is equipped with a battery with one key to the battery lock and a rear wheel lock with a chain. The Client may have only one copy of the battery key and rear wheel lock key at a time. If any key is lost or damaged, the Client should report this fact to Denis Zimovski and obtain a new key from Denis Zimovski, the cost of which is 30 PLN. The key previously reported as lost and subsequently recovered must be immediately returned to Denis Zimovski.

2.11. During night hours, i.e., from 22:00 to 6:00, when the Bike is not in use, it must be stored in a commercial premises, house, apartment, basement, garage, stroller/bike room or other lockable space.

2.12. When leaving the Bike on the street or in other publicly accessible places, the Bike must be secured with the rear wheel lock and the Bike frame attached with the included chain to a holder/object permanently attached to the ground. The frame must be attached to a bike rack or other stationary, immovable object. The battery must also be secured by setting it to the locked position.

2.13. The Bike may contain advertisements. The Client, while using the Bike, should ensure that advertisements remain constantly visible. The Client must immediately contact Denis Zimovski if an advertisement is damaged or completely disappears from the Bike.

2.14. In the event that the Client riding the Bike is involved in a road collision of which they are not the culprit, if possible, they should request the other party's insurance policy details from the collision culprit. The Client should also document the collision with a photo or video and take actions to establish details of other participants in the same event if they exist and send this data to Denis Zimovski. The above is necessary for Denis Zimovski to consider situations where the Bike is Damaged or destroyed...

3. Agreement Duration and Termination

3.1. The Agreement is concluded for an indefinite period and begins on the day the Client picks up the Bike.

3.2. Denis Zimovski reserves the right to terminate the Agreement at any time without giving a reason.

3.3. Termination of the Agreement by the Client requires at least a one-week notice period and takes effect at the end of the paid billing week.

3.4. From the day the Client's termination notice reaches Denis Zimovski, the Agreement regarding Bike use will remain in force until the end of the Billing Period, understood as the End Date. The Client is obliged to cover the Subscription Fee costs until the End Date.

3.5. Along with submitting the termination statement, the Client is obliged to deliver the Bike and all devices/items provided to the Client to Denis Zimovski or to another place designated by Denis Zimovski no later than on the End Date at a time individually agreed with Denis Zimovski.

3.6. Denis Zimovski will check the Bike upon its return to verify its technical condition and any Damages. In the event of defects not present at the time of handover to the Client, it is presumed that the Damage was caused by the Client, and Denis Zimovski has the right to claim compensation from the Client on the terms specified in the Regulation.

3.7. Handover of the Bike by the Client before the End Date results in forfeiture of all Client rights under the Agreement, without prejudice to the Client's obligation to cover full Subscription Fee costs until the End Date.

3.8. If the Bike is not returned on or before the End Date, Denis Zimovski reserves the right to impose a contractual penalty of 100 PLN for each day of delay in Bike return, maximum up to 7 days, counting the return day.

3.9. If the Bike is not returned to Denis Zimovski within seven days of the End Date mentioned in point 3.5 above, Denis Zimovski will consider the bike as appropriated. Denis Zimovski also reserves the right to charge the Client the full cost of the Bike in the amount of 5,000 PLN (five thousand PLN).

4. Repair of Defects/Damage to the Bike

4.1. Under the Agreement, Denis Zimovski undertakes to service and perform necessary repairs of the Bike as well as conduct periodic technical inspections and replacement of worn expendable parts on the terms specified in the Regulation.

4.2. To repair Defects and/or Damages to the Bike, the Client undertakes to deliver the Bike to Denis Zimovski or to another place designated by Denis Zimovski. Denis Zimovski will strive for the fastest possible repair of the Defect or Damage. If the time necessary to repair the Defect exceeds 1 hour, a Bike replacement with the same parameters will be made.

4.3. The Client undertakes to report all Defects and/or Damages to the Bike to Denis Zimovski within 3 business days from the date of their detection. Failure to report a Defect or Damage within the specified time may result in the Client's liability for the resulting Defect or Damage.

4.4. Denis Zimovski reserves the right to request the Client to enable a Technical Inspection of the Bike, with at least 3 days' notice.

4.5. Denis Zimovski reserves the right to check the Bike's condition. At Denis Zimovski's request, the Client will cooperate with all necessary services or maintenance.

4.6. In the case of Damage and wear of the Bike other than those resulting from normal use, Denis Zimovski reserves the right to demand compensation from the Client.

4.7. Denis Zimovski does not consent to the Client performing self-repairs of Defects or Damages to the Bike, nor to commissioning repairs to third parties. All Defects and Damages to the Bike are subject to repairs at Denis Zimovski's office or another place designated by Denis Zimovski according to applicable prices on the day of repair...

5. Bike Replacement

5.1. Bike replacement may only occur in the case of repairing a Defect in the case mentioned in point 4.2 of the Regulation.

5.2. If the replacement execution time is not met, the Client may not demand any compensation or payment.

5.3. Along with the Bike replacement, the Client will hand over the damaged Bike to Denis Zimovski along with all current equipment listed in the Definitions section.

6. Payments

6.1. To make the Subscription Fee payment, the Client will be obliged to make payment to Denis Zimovski's bank account or in cash.

6.2. The Subscription Fee for Bike rental is **180 PLN** gross for the weekly Billing Period.

6.3. The Client may rent an additional Bike battery, the cost of which is 35 PLN gross for the weekly Billing Period.

6.4. The fee is set according to the currently applicable price list indicated in points 6.2 and 6.3 of the Regulation and is payable weekly in advance.

6.5. The rental fee is charged for the Billing Period and is non-refundable even if the actual rental period is shorter. If the rental period exceeds one Billing Period, the fee is charged for the next full Billing Period until the end of the Agreement and is not reduced if the rental period ends before the next Billing Period expires.

6.6. Denis Zimovski reserves the right to charge the Client with costs related to damages to the Bike caused by the Client's fault, as well as costs of fines, penalties, and other fees resulting from Bike use.

6.7. The Subscription Fee is automatically renewed every new week of the Agreement, unless the Client terminates it or withdraws from it.

6.8. For each day of delay in Subscription Fee payment, Denis Zimovski will be entitled to a fee from the Client in the amount of 10 PLN gross, which must be paid by the Client by the end of the current Billing Period.

6.9. Denis Zimovski reserves the right to engage a debt collection agency if the due amount is not paid within 7 days of receiving the payment demand. Denis Zimovski charges the Client 100 PLN gross for engaging the debt collection agency to cover costs related to collection...

7. Bike Theft

7.1. When parking the Bike, the Client must always secure it in the manner specified in points 2.11, 2.12 of the Regulation.

7.2. In the event of theft of the Bike and/or battery, the Client will be obliged to immediately file a theft report of the rented bike at the nearest police station or headquarters.

7.3. In the event of theft of the Bike and/or battery, the Client will be obliged to report it to Denis Zimovski immediately, no later than within 6 hours, hand over the battery and lock keys to Denis Zimovski, and inform Denis Zimovski of all circumstances of the Bike theft.

7.4. If the Bike is stolen:

7.4.1. If it turns out that the Bike was not properly secured against theft, i.e., in accordance with points 2.11, 2.12 of the Regulation, Denis Zimovski charges the Client an amount corresponding to the full value of the Bike in the amount of 5,000 PLN (five thousand zlotys).

7.4.2. To prove that the Bike was secured as specified in point 7.4.1 above, the Client should have the rear wheel lock key.

7.4.3. In the event of the Bike being found after reporting the theft, and the Bike was not properly secured, the Client will be charged an administrative fee of 500 PLN (five hundred zlotys).

7.4.4. If, as a result of theft, the Bike is not found, and it was locked in accordance with points 2.11, 2.12 of the Regulation, Denis Zimovski charges the Client an amount corresponding to half the value of the Bike, not exceeding 2,500 PLN (two thousand five hundred zlotys).

7.5. Any Client whose Bike is stolen at least 2 times will not have the possibility to use Denis Zimovski's services.

7.6. If the Client has doubts about the Bike's security, they must immediately contact Denis Zimovski by sending an email to zimwski@gmail.com.

8. Liability

8.1. Denis Zimovski shall not be liable for any property or non-property (including bodily injuries) damages suffered by the Client, third parties or their property as a result of using the Bike, including traffic fines, administrative penalties or criminal liability.

8.2. The Client shall bear full liability for any damages or injuries caused to third parties or their property due to the Client's fault (including violation of traffic rules, negligence or improper use of the Bike). In such case, the Client undertakes to fully cover all costs, including compensations, court costs, procedural representation expenses and other third-party claims, thereby releasing Denis Zimovski from any liability and right of recourse.

8.3. Before each use of the Bike, the Client is obliged to check its technical condition, in particular: brakes, lighting, tires, chain, gear shifters, battery and other key components. The Bike may be used only if all components are fully operational. Upon detection of any defect or damage, the Client shall immediately notify Denis Zimovski (Telegram: @motoflotadm or email: zimwski@gmail.com) and refrain from using the Bike until repaired by Denis Zimovski. Use of the Bike despite a detected defect constitutes the Client's intentional fault or gross negligence and entails the Client's full liability for all resulting damages without possibility to hold Denis Zimovski liable.

8.4. The Client is obliged to monitor the technical condition of the Bike during use and report any defects to Denis Zimovski within 3 business days from detection, as per clause 4.3 of the Regulation.

9. Non-Fulfillment of Obligations

9.1. Denis Zimovski is entitled to terminate the Agreement with immediate effect, in whole or in part, if:

9.1.1. The Client does not fulfill their obligations under the Agreement, in particular fails to pay due fees for at least 3 consecutive billing periods;

9.1.2. The Client does not pay the Subscription Fee for at least two billing periods;

9.1.3. The Client does not report to Denis Zimovski for the scheduled technical inspection of the Bike;

9.1.4. The Client does not respond to contact from Denis Zimovski for a period longer than 7 days;

9.1.5. The Client uses the Bike contrary to the Regulation provisions, in particular causing its Destruction or Damage;

9.1.6. The Client intentionally provides Denis Zimovski with false information.

9.2. In cases specified in clause 9.1 above, Denis Zimovski, immediately after terminating the Agreement, will request the Client to return the Bike and pay the fee for the period from the termination date to the last day of the billing period within 3 days of receiving the request. If the returned Bike shows signs of destruction not resulting from normal use, Denis Zimovski reserves the right to charge the Client with repair costs.

9.3. In the case where Denis Zimovski terminates the Agreement with immediate effect on the terms mentioned in point 9.1 above, the Client will not be able to enter a new agreement for a period of 1 year from the termination date.

9.4. The Client has the right to immediate termination of the Agreement if Denis Zimovski repeatedly and/or seriously fails to fulfill their obligations described in the Regulation.

9.5. If the returned Bike shows signs of damage or destruction not resulting from normal use, Denis Zimovski reserves the right to charge the Client with the costs of repairing the Bike..

9.6. For each breach of the Agreement before the end of the current Billing Period, Denis Zimovski has the right to demand payment of a contractual penalty from the Client in the amount of 200 PLN (two hundred zlotys), and failure to pay it prevents further use of the Bike by that specific Client....

9.7. The sum of contractual penalties that Denis Zimovski may claim from the Client under this Regulation may not exceed 10,000 PLN (ten thousand zlotys) in the year in which the Client has an Agreement for at least 1 week. This sum does not include the Bike's value if, under the Regulation, Denis Zimovski acquires the right to demand payment of this value from the Client.

9.8. Payment of contractual penalties specified in the Regulation does not preclude Denis Zimovski from pursuing general claims exceeding the contractual penalty amount.

10. Complaints

10.1. During the Agreement's validity, all complaints regarding Agreement performance should be sent by email to zimwski@gmail.com.

10.2. The complaint should contain the Client's name, surname, and address, as well as a detailed description and reason for the complaint. Denis Zimovski reserves the right to leave the complaint unconsidered if it does not meet the requirements indicated in the previous sentence.

10.3. Complaints will be considered within 14 days from the date of receipt by Denis Zimovski. In the case of complaints with a complicated factual situation, Denis Zimovski reserves the right to extend the complaint time to 60 days from receipt, of which the Client will be informed within the time specified in the previous sentence.

10.4. Complaints will be considered based on this Regulation.

10.5. In the absence of agreement, the Client has the possibility to use out-of-court complaint resolution and claim pursuit before the Consumer Arbitration Court located in Warsaw at ul. Henryka Sienkiewicza 3, Consumer Arbitration Court at the Mazovian Voivodeship Inspector of Trade Inspection.

11. Personal Data

11.1. The administrator of Clients' personal data is Denis Zimovski, also referred to as the Administrator.

11.2. By accepting the Regulation, the Client consents to the processing of personal data for the purpose of concluding and performing the Agreement on the terms specified in Denis Zimovski's personal data protection policy.

12. Changes to the Regulation

12.1. Denis Zimovski reserves the right to change the Subscription Fee costs and the provisions of the Regulation.

12.2. The Client will be notified of changes via any available communication method (SMS, Telegram, regular mail, or publication in the Telegram group «motoflot.pl»).

12.3. New provisions will take effect 7 days after notification. Continuation of the Agreement constitutes acceptance of changes. Non-acceptance entitles termination of the Agreement (clause 3.3).

13. Contact

13.1. Clients may contact Denis Zimovski as follows:

Email: zimwski@gmail.com.

Telegram: @motoflotadm

13.2. Denis Zimovski may contact the Client using communication means indicated by the Client during Registration and send information to the data provided by the Client, which constitutes proper notification under the Agreement.

13.3. The Client undertakes to enable contact for no longer than 1 hour for Denis Zimovski's employees, throughout the Bike use period.