

**Regulations for the sale of personal long-term tickets for public transport
in the Capital City of Warsaw via the mobiWAWA mobile app.**

§1.

GENERAL PROVISIONS

1. These Regulations for the sale of personal long-term tickets for public transport in the Capital City of Warsaw, hereinafter referred to as the: "Regulations", set out the terms and conditions for the purchase of those tickets using the mobiWAWA mobile app.
2. The Regulations are made available to Users free of charge via the website www.wtp.waw.pl, and in the mobiWAWA mobile app, which allow to obtain (download), save, reproduce and print them.
3. The User should read the Regulations before starting to use the mobiWAWA mobile app.
4. By starting to use the mobiWAWA mobile app covered by the Regulations, the User accepts the terms and conditions of these Regulations.
5. Each User is obliged to observe the provisions of these Regulations from the moment of taking the above-mentioned actions.
6. The User is obliged to use the mobiWAWA mobile app in a manner consistent with the applicable law, social and moral norms and the provisions of these Regulations.
7. The operator of the mobiWAWA mobile app is the IT Office of the City Hall of Warsaw (hereinafter referred to as the: "Operator"), address: plac Bankowy 2, 00-095 Warszawa.
8. Pursuant to these Regulations, the seller of tickets in the mobiWAWA mobile app is the Capital City of Warsaw, address: pl. Bankowy 3/5, 00-950 Warszawa, NIP: 525-22-48-481 on behalf of and for which the Public Transport Authority in Warsaw operates (hereinafter referred to as: "ZTM" or "Seller"), address: ul. Grochowska 316/320, 03-839 Warszawa, e-mail address: ztm@ztm.waw.pl.
9. These Regulations are effective from the date of publishing until further notice.
10. The applicable law for the application of these Regulations is the Polish law.

§2.

DEFINITIONS

The following terms used in these Regulations mean as follows:

1. mobiWAWA mobile app, hereinafter referred to as the: „App” – the mobiWAWA app allowing Users to purchase personal long-term tickets for public transport in Warsaw and to present them for inspection using Mobile Devices, as well as to use other functionalities available therein.
2. Mobile device – a device allowing to install and use the App.
3. User – a person using the App.
4. Ticket Functionality – the option made available in the App with regard to the purchase and presentation for inspection of personal long-term tickets for public transport applicable in the Capital City of Warsaw, on the basis of the Transport Tariff, made available in the App together with the option to refund, extend, suspend or unsuspend the ticket validity.
5. Regulations – this document governing the terms and conditions of the purchase of personal long-term tickets by means of the App.
6. ZTM PSP – ZTM Passenger Service Point. The list of ZTM PSPs together with their opening hours is available at <https://www.wtp.waw.pl/punkty-obslugi/>.

7. QR Code – a code generated in the App, allowing to enter the Metro stations, intended for ticket inspection.
8. Transport tariff – Resolution No.XLVII/1139/2017 of the Council of the Capital City of Warsaw of 6 April 2017 on fees for transport services by means of local public transport in the Capital City of Warsaw (as amended).
9. ePUAP – electronic Platform of Public Administration Services (a nationwide ICT platform used for communication between the User and ZTM).
10. Payment method - an available method of payment that the Seller may offer to the User in the App. The payment methods made available have been specified on the website: www.przelewy24.pl/metody-platnosci.
11. Acquirer – PayPro Spółka Akcyjna with its registered office in Poznań at ul. Pastelowa 8, 60-198 Poznań, KRS number 0000347935, defined as a provider pursuant to Article 2(1a) of the Act of 19 August 2011 on payment services (Journal of Laws of 2022, item 2360, as amended), authorised to conduct business according to the rules set out in Article 3(1)(5) of the Act of 19 August 2011 on payment services.
12. GDPR – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation)

§3.

TICKET FUNCTIONALITY

1. The Ticket Functionality allows the User to purchase personal long-term tickets for public transport in Warsaw in the App together with presenting the purchased tickets for inspection.
2. In the App, the offer of tickets for public transport in the Capital City of Warsaw is available. The offer may be subject to modification, which does not constitute any amendment to the provisions of the Regulations. A ticket may be purchased after registering and logging in to the App, completing the User profile, including attaching a photo, providing a contact phone number and choosing a ticket from the current offer.
3. In the process of purchasing the ticket, the User selects the ticket available from the list. Information about the rules of conduct is displayed on the screen of the App, and the performance of a given action is confirmed by selecting an appropriate field.
4. The ticket is made available to the User in the App by the Seller.
5. The ticket will be made available to the User in the App immediately after making payment for this ticket in accordance with the selected Payment method. The User makes payment in line with the rules applicable to the given Payment method made available in the App.
6. At the moment of making the ticket available to the User, a message confirming the issuance of a ticket by ZTM, reading as follows: „Thank you for the transaction! Personal ticket; Paid; Go to the ticket.” is displayed in the User’s App.
7. To use the ticket, the User must activate it by using the „Activate” button and then „Confirm activation”.
8. At the time of purchasing the ticket, the User may apply for issuing a VAT invoice.
9. An application for issuing an invoice may also be submitted by the User:
 - a. by electronic means, sending it to the address: ztm@ztm.waw.pl or the [ePUAP](#) inbox,
 - b. by traditional means, sending it to the address of the registered office of ZTM: ul. Grochowska 316/320, 03-839 Warsaw, while indicating the method of receipt / sending of the invoice.

10. The User will be able to receive the VAT invoice:
 - a. by electronic means, to the e-mail address provided in the application,
 - b. by traditional means, to the correspondence address provided in the application,
 - c. personally at the ZTM PSP.
11. On the active ticket, there is a „Ticket Control” button, which results in displaying the User’s Name and Surname, current photo, ticket type, expiration date, and QR code. All details presented must be shown to a ticket inspector in a vehicle and in the metro ticket area.
12. Suspension / unsuspension / renewal of ticket validity – in the App, the User may automatically suspend and unsuspend personal long-term tickets. The User may suspend the ticket up to 3 times per calendar year. The minimum ticket suspension period is 5 days. After this period, the User may automatically unsuspend the ticket in the App, thus the ticket validity period will be automatically renewed. Suspended days should be collected within 6 months from the date of notification of suspension. Detailed rules for suspending/unsuspending the ticket validity are governed by Ordinance No.1126/2023 of the Mayor of the Capital City of Warsaw of 28 June 2023 on the regulations for suspending/unsuspending ticket validity.
13. The long-term ticket purchased in the App may be returned by the User:
 - a. directly from the application mobiWawa, by selecting "Return the ticket" function in the "Ticket details". User can choose the date of returning the ticket and enter his bank account number which will be used for receiving the refund,
 - b. in person at any ZTM PSP in Warsaw, by collecting funds in cash.
14. Tickets are returned in accordance with the rules laid down in the applicable Transport Tariff.
15. In the event of problems with access to the Ticket Functionality as part of the App, the User is obliged to purchase a ticket using other distribution channels, and the Seller is not liable for the possible fact of the User’s ride without a valid ticket.

§4.

PERSONAL DATA PROCESSING

1. Pursuant to Articles 13 and 26 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC – General Data Protection Regulation, we inform about the joint processing of personal data of Users using the App. The joint controllers of personal data of Users using the App are:
 - 1) Mayor of the Capital City of Warsaw with its registered office in Warsaw (00-950), Pl. Bankowy 3/5,
 - 2) Public Transport Authority in Warsaw (03-839), at ul. Grochowska 316/320.
2. The joint controllers ensure the security and protection of personal data of Users.
3. The joint controllers process the following data of Users for the following purposes:
 - 1) Mayor of the Capital City of Warsaw,
 - a) based on the User’s consent expressed pursuant to Article 6(1)(a) of the GDPR,

in order to issue the Varsovian Card/Young Varsovian Card confirming the rights provided for:

- Resolution No. VI/103/2015 of the Council of the Capital City of Warsaw of 26 February 2015 on determining discounts in prices of tickets for transport services by means of local public transport in the Capital City of Warsaw for persons residing in the Capital City of Warsaw who settle their personal income tax at a relevant tax office and for children of such persons;
- Resolution No. XXXIII/828/2016 of the Council of the Capital City of Warsaw of 25 August 2016 on determining prices of transport services by means of local public transport in the Capital City of Warsaw;

- Resolution No. XLVII/1139/2017 of the Council of the Capital City of Warsaw of 6 April 2017 on fees for transport services by means of local public transport in the Capital City of Warsaw;
 - Resolution No. LXVI/1808/2013 of the Council of the Capital City of Warsaw of 3 October 2013 on the adoption of the „Warsaw Family Card” Programme; and other resolutions amending or superseding the above-mentioned resolutions;
- b) pursuant to Article 6(1)(e) of the GDPR, so as to verify the rights to use the Varsovian Card/Young Varsovian Card;
- c) pursuant to Article 6(1)(c) of the GDPR, so as to comply with the legal obligation to archive documents under the provisions of the Act of 14 July 1983 on the National Archive Resources and Archives;

2) ZTM:

a) on the basis of the User’s voluntary consent, expressed pursuant to Article 6(1)(a) of the GDPR, in order to:

- issue a digital personalised Warsaw City Card (hereinafter referred to as “SWKM”) and allow to identify its owner for the purpose of issuing another SWKM or returning a ticket encoded on it;
- allow ZTM to provide the User with information related to the issuance and use of SWKM, by phone, e-mail or letter; for this purpose, it is necessary to express additional voluntary consent to the processing of personal data with regard to the telephone number, e-mail address or address of residence for the purpose of communication;

b) pursuant to Article 6(1)(b) of the GDPR, so as to perform the agreement concluded by the User with ZTM in the event of selling, activating the contract purchased

and encoded on SWKM:

c) pursuant to Article 6(1)(c) of the GDPR in order to:

- consider complaints related to the use of transport services provided by Warsaw Public Transport; the legal basis for processing is § 6 of the Ordinance of the Minister of Transport and Construction of 24 February 2006 on determining the condition of shipments and complaint proceedings;
- pursuing claims in the case of lack of a valid document certifying the entitlement to reduced fare or free ride on a vehicle of Warsaw Public Transport; the legal basis for processing is Article 33a(4) of the Act of 15 November 1984, Transport Law;
- issuing a VAT invoice; the legal basis for the processing is Article 106e of the Act of 11 March 2004 on value added tax;
- archiving of documents; the legal basis for the processing are the provisions of the Act of 14 July 1983 on the national archive resource and archives;

d) pursuant to Article 6(1)(f) of the GDPR for evidentiary purposes, in situations where SWKM is used by a person who is not the owner of SWKM.

4. The joint controllers may entrust the processing of personal data to other entities (in particular, IT service providers), in compliance with the provisions on the protection of personal data, including the requirements of Article 28 of the GDPR.
5. The recipients of the User’s personal data may be entities authorised to receive personal data pursuant to the applicable provisions of law.

6. The User's personal data will be stored until the User withdraws their consent or for the time necessary to provide the digital service selected by the User. Then, in accordance with the legislation, the documents will be transferred to the company's archive.
7. The User has the right to access their personal data, request the rectification of their personal data, delete or limit the processing of their personal data, the right to data portability pursuant to the relevant provisions of the GDPR.
8. The User has the right to withdraw – at any time – their previously expressed consent to the processing of their personal data, but the withdrawal of consent does not affect the lawfulness of processing made based on consent prior to its withdrawal.
9. Insofar as the basis for the processing of personal data is the legitimate interest of the Joint Controllers, the User has the right to object to the processing of personal data, pursuant to Article 21(1) of the GDPR.
10. The User's personal data will not be transferred outside the European Economic Area.
11. The User has the right to lodge a complaint with the Supervisory Authority, which in Poland is the President of the Personal Data Protection Office, should they consider that any of the Joint Controllers processes the User's data in violation of the provisions of the GDPR.
12. Providing personal data is voluntary, but if the User does not do so, they will not be able to use the digital services available in the mobiWAWA app.
13. Based on the joint arrangements, the Joint Controllers also inform that:
 - 1) as regards responding to requests of a data subject (in particular, requests and statements with respect to the right to information and transparent communication, access to personal data, rectification, deletion, restriction of processing, data portability, objection to the processing of personal data), the Joint Controller, to whom a request or statement was sent, will be competent. Should a request or statement be addressed to both Joint Controllers, both Joint Controllers will be obliged, each of them individually, to provide an appropriate response, after prior agreement on a joint position;
 - 2) as regards the Joint Controllers' fulfilment of their obligations concerning violations of personal data protection and notification of these violations to the President of the Personal Data Protection Office and to a data subject, the Joint Controller, in whom a violation occurred, will be competent. Should a violation be identified by both Joint Controllers (e.g. when it has been notified to both Joint Controllers), then the Joint Controller, whose act or omission resulted in a violation, will be competent to perform the obligations laid down in Articles 33-34 of the GDPR.
14. In all matters related to the protection of the User's personal data, you can contact each of the Joint Controllers:
 - 1) Mayor of the Capital City of Warsaw
 - a) by a letter sent to the address of the registered office,
 - b) by electronic means – to the e-mail address: iod@um.warszawa.pl,
 - c) via the ePUAP platform,
 - d) with the Data Protection Officer – to the e-mail address: iod@um.warszawa.pl or by a letter sent to the address of the registered office;
 - 2) Public Transport Authority in Warsaw:
 - a) by a letter sent to the address of the registered office,
 - b) by electronic means – to the e-mail address: ztm@ztm.waw.pl,
 - c) by phone: 22 459 41 00,
 - d) via the ePUAP platform,
 - e) with the Data Protection Officer – to the e-mail address: iod@ztm.waw.pl or by a letter sent to the address of the registered office.

§5.

COMPLAINTS

1. Complaints regarding the purchase of a ticket in the App may be submitted by Users in one of the following forms:
 - a. via a message sent to the e-mail address: ztm@ztm.waw.pl or the ePUAP inbox,
 - b. by sending a written complaint by post to the address of the registered office of ZTM,
 - c. in person at one of ZTM PSPs or at the office located at the registered office of ZTM.
2. Each complaint should include:
 - a. name and surname of the User
 - b. phone number assigned to the App,
 - c. User's e-mail address,
 - d. date and time of purchasing the ticket,
 - e. ticket number,
 - f. amount of the claim,
 - g. transaction number and payment ID (where the ticket number cannot be determined and the payment transaction has been initiated).
3. Complaints submitted anonymously, without the possibility of identifying unambiguously the person submitting the complaint and the data concerning the ticket, are left unconsidered.
4. Responses to complaints are provided in writing by electronic means or, upon User's request, by post.
5. The response is provided without undue delay, within a period of not more than 30 days from the date of receipt of the complaint.
6. If the response to the complaint is not satisfactory, the User has the right to lodge an appeal against the presented position by sending the notification in the manner specified in paragraph 1, referring to the case number.
7. In the case of a complaint filed by a representative, along with a power of attorney it is required to submit a statement containing the representative's authorisation to obtain, on behalf of the principal, information protected by professional secrecy, as referred to in the Act of 19 August 2011 of payment services (Journal of Laws of 2022, item 2360).

§6.

FINAL PROVISIONS

1. The Seller reserves the right to unilaterally modify or supplement the Regulations at any time.
2. Based on the information provided by the Seller, the Operator will inform the Users of any changes in the Regulations and their effective date by:
 - a. e-mail message sent to the address indicated by the User during registration with the App or,
 - b. SMS message sent to the phone number indicated by the User during registration with the App.
3. ZTM provides information about changes in the Regulations or the Transport Tariff via the website www.wtp.waw.pl.
4. Any changes will enter into force as of the date of sending the message by the Operator in the manner specified in paragraph 2. The User's use of the App following the introduction of amendments to the Regulations means their acceptance.
5. The Operator and the Seller will make every effort to ensure the proper operation of the Ticket Functionality, however, they are not liable for disruptions in the operation of the App for reasons beyond their control.

6. The Operator and the Seller are not liable for the use of the Ticket Functionality inconsistently with the provisions of these Regulations and for damage caused thereby.
7. The Operator and the Seller are not liable for interruptions in the provision of the Ticket Functionality due to technical reasons resulting from technical infrastructure (in particular, maintenance, inspection) or other reasons beyond the Operator's or Seller's control.
8. To matters not governed by the Regulations, the relevant provisions of law generally applicable in the Republic of Poland shall apply.