

IdoBooking Terms and Conditions

Effective from 1st of April 2021

§1 – Definitions

- 1. The Operator** – IAI S. A. in Szczecin, with headquarters in Poland, al. Piastów 30, 71-064 Szczecin; entered into the Business Register maintained by the District Court for the City of Szczecin, XIII Commercial Department of the National Court Register (KRS), under number: 000891870, the tax identification number (NIP): 5252767146, the statistical identification number (REGON): 381595506, with the share capital of 820.000,00 PLN.
- 2. The Operator's website** – the website located at the following address: www.idosell.com/booking
- 3. The Service or Operator's Service** - IdoBooking service provided for the Client by the Operator via the Operator's Website, which allows to host websites or embed Widgets to make online reservations, and which includes Supporting Applications.
- 4. The Client** – a legal person, a natural person, or an organizational unit without legal personality, with the capacity to enter into commitments in its own name and acquire rights, who has concluded a contract for a Service or is in the process of concluding such a contract or an assignment agreement. Client may use the Service only for the purposes of and in connection with its business or farming operations. If one entity orders multiple Administration Panels, Client is deemed to use each Administration Panel separately. A Client who does not meet the conditions indicated in the definition of Merchant may not use the IdoPay service.
- 5. The Merchant** - A Client who is a natural person running a sole proprietorship subject to entry in the Central Register of Business Activity and Information or an entrepreneur entered in the Register of Entrepreneurs of the National Court Register being a joint-stock company, limited liability company, general partnership, partner, limited partnership, limited joint-stock partnership, simple joint-stock company, European company, or an entrepreneur entered in analogous registers kept by competent authorities of the European Union countries, as well as an entity conducting agricultural activity, which has concluded a contract for the Service or is in the process of concluding such a contract or an assignment agreement, as well as makes use of the IdoPay additional service, and the place of its main business activity or its registered office is located within the territory of the European Union, except for Scandinavia (Denmark, Sweden, Finland), Romania and Bulgaria. Merchant is obliged to fill in the KYC questionnaire presented to him by the Operator. The Operator, which is a small payment institution within the meaning of Article 2 point 17b of the Polish Act on Payment Services of 19 August 2011 (Journal of Laws of 2020, item 794, as amended) [ustawa z dnia 19 sierpnia 2011 r. o usługach płatniczych (Dz.U. z 2020 r. poz. 794 ze zm.)], shall only provide services to Merchants holding bank accounts held with providers based in Poland.
- 6. Consumer** - a natural person making a legal transaction with the entrepreneur which is not directly related to his/her economic or professional activity.
- 7. KYC** - a survey or procedure to identify or verify Merchant data in accordance with applicable anti-money laundering regulations.
- 8. The Booking Customer** – a natural person, a legal entity or an organizational unit without legal personality, which is granted legal capacity by the law, making a reservation through the website or a Client's widget using the Operator Service.
- 9. Terms and Conditions** – These Terms and Conditions of the Service, effective for the service provided both by the Operator and an Affiliate Partner.
- 10. Log** – the diary of events within the Service, WWW server or any other component of the Service.
- 11. API** – an open programming interface used by Third Party Services (outside of the IdoBooking cloud), including applications written by the Operator but installed on computers, digital and telecommunications devices controlled by the Client or custom applications, created by programmers of the Client's programmers .
- 12. Subscription fee** – remuneration for the Service provided over a certain period, paid in advance by the Client , listed in the Terms and Conditions and on the Price list under 'Subscription fees'. The Subscription fee may be calculated individually in the events described in the Terms and Conditions. The Subscription fee covers one settlement period.
- 13. Activation fee** – remuneration for activation of the Service, paid by the Client in advance.

- 14. Additional fee** – a fee paid immediately for services listed on the Price list, invoiced at Client's 's request or automatically, when quantitative limits of the Service are exceeded.
- 15. Reservation item** – each element of the Client's 's offer which is potentially available for booking by the Booking Customer, regardless of its parameters.
- 16. Third Party** – a legal person, an individual or an organization without legal identity, not related directly to the Client , or to the Operator.
- 17. Domain** – a sequence of alphanumeric symbols, unique within the Internet, which identifies an Internet site.
- 18. Activation** (of the service) - provisioning of access to functionality and resources offered by a given Service to the Client . The service is activated after the Operator posts the activation fee.
- 19. Price list** – detailed list of services with their prices, including administrative fees, service fees, and additional fees, provided on the website of the Operator. If an Affiliate Partner provides services to the Client , they may use their own Price list in relation to services provided.
- 20. Settlement currency** – the currency in which the Balance is kept and settlements with the Client are made. The Settlement currencies available to the Client within the Service are: Polish zloty, Euro, American dollar, British pound, and in the case of using the IdoPay service also Czech koruna.
- 21. Spam** – an application sent by electronic mail or an application which installs itself on the computer of the Booking Customer which was not the subject of the order of the addressee. In relation to a Ticket, multiple sending of the same message or sending of messages not related to Service is regarded as spam.
- 22. Administration Panel** – a management tool for the Service which requires Authorization data.
- 23. Authorization data** – data (login and password) that allows access to the Administration Panel, provided to the Client during the installation process or generated by the Client using the Administration panel.
- 24. Billing data** – Client 's company data. Such data must be confirmed by copies consistent with original company incorporation documents sent to the address of the Operator, including a copy of the issuance of a tax ID number and a confirmation of company incorporation required in a given country and for their legal form as well as information whether the Client is VAT registered.
- 25. Widget** – an interface for offer presentation and an online reservation tool for Booking Customer, which provides individual visual and navigation features.
- 26. Ancillary Applications** - additional programs installed in connection with the Service, increasing its functionality by non-standard features. The use of Ancillary Applications is subject to subscription as described in the Price List or in the case of individual solutions agreed directly between the Client and the Operator
- 27. Balance** – the difference between payments made and work completed or invoiced payments. The balance may be positive (more money was paid in than deducted from the Balance), negative (less money was paid in than deducted from the Balance).
- 28. Minimum Balance** – when this balance level is reached, the Operator is not obliged to provide the Service, including the displaying of the Widget.
- 29. Operator's Account** – bank account or internet payments system account, indicated by the Operator for payments for the Service in the Settlement currency.
- 30. Settlement Period** – a period for which a Service Fee was invoiced. A standard settlement period is one calendar month beginning from the first day of each month. If the first day of the production period is not the first day of the month, then the first month the Settlement Period lasts from the day of the commencement of the production period till the last day of that month.
- 31. IdoBooking blog** – an information sharing system for all Clients who use the Service via the Administration Panel. Information provided through the IAI blog has the same character and importance as paper documents, especially in relation to advance notifications about changes or maintenance that will be performed.
- 32. Ticket** – a message sent from the CSC via a special system for communication between the Client and the Operator. Each Ticket includes, apart from its content, the first name and surname of the sender and the date and time of its creation. Tickets cannot be modified after being sent.
- 33. Written form** – to keep the legal form of a written act, it is enough to sign the document with the content of the declaration of intent.
- 34. Electronic form** – to maintain the electronic form of legal action, it is enough to submit a declaration of

intent in electronic form and to provide it with a qualified electronic signature, sent by e-mail or as an attachment to the Ticket.

- 35. Document form** – to preserve the document form of a legal act, it is sufficient to make a declaration of intent in the form of a document in a way that makes it possible to identify the person making the declaration.
- 36. CSC (Client Service Centre)** – a separate part of the Operator's website which requires Authorization Data to gain access. It allows for the Client's 's account to be managed, Tickets to be created and tracked and to perform other activities not directly related to the management of the Site..
- 37. Affiliate Partner** – a legal person, an individual or an organization without legal entity, that is able to undertake obligations on its own behalf and to acquire rights, who was verified by the Operator and with whom the Operator signed the IAI Affiliate Program Contract. Affiliate Partner is an entity independent from the Operator, authorized by the Operator to provide services for Clients, depending on the rank and terms of cooperation, defined on the basis of the agreements signed with the Operator. The role of an Affiliate Partner is to refer clients and provide services for them in a quality at least similar to the Operator's.
- 38. Channel Manager** – a Service function which enables for an automated integration with external OTA services, operated by a Third party.
- 39. GDPR** – Regulation 2016/679 of the European Parliament and the European Council from April 27, 2016 on the protection of individuals with regard to the processing of personal data and free movement of such data, as well as repealing Directive 95/46/WE (general regulation on data protection).
- 40. Service works** – works commissioned to the Operator in the form of Ticket by the Client , performed in the Time & Material model, the purpose of which is to adjust the parameters and functionality of the service to the individual needs of the Client .
- 41. Contract Work** - an agreement under which the Client commissions, in the form of messages to the Operator, work carried out in the Time & Material model, consisting of modifications, mainly to the mask template, which are performed on specific contract days by an individually dedicated specialist from the Web Developer Coders team (referred to as WDC Specialist).
- 42. CSC balance** – a record of the history of operations carried out between the Client and their Clients – Booking Customers (including in particular deposits made via IdoPay and Broker respectively), showing the current difference between the state of deposits and the state of withdrawals made by Client. The balance level is understood as the difference between deposits and withdrawals.
- 43. Total cost of payment** – the sum of all commissions and fees incurred by the Operator to make payments to Merchant under the IdoPay service.
- 44. PIN** – an individual six-digit number assigned to the Client by the Operator, sent to the Client's mobile phone number, after ordering the Service by the Client in order to enable them to sign documents and make changes requiring confirmation of identity.
- 45. Mobile number** – a mandatory telephone number provided by the Client when concluding the agreement, to which the Operator sends the PIN number to enable them to sign documents and make changes requiring proof of identity.

§2 – Subject of terms and initial provisions

1. Provisions comprised in these Terms and Conditions determine the mode of use of the Service, the scope of responsibilities and all other information of a regulatory character.
2. Getting acquainted with the Terms and Conditions and the chosen Price list is an integral part of the contract that binds the parties and is necessary. Any behaviour of the Client or the Operator in conflict with the content of the Terms and Conditions shall cause effects that directly result from the content of the Terms and Conditions and legal regulations.
3. The Client agrees not to solicit or employ persons who perform services for him on behalf of the Operator, regardless of their basis of cooperation with the Operator, starting from the conclusion of the agreement for a period of 6 months after its termination or dissolution. In case of breach of this obligation, the Client shall pay the Operator a contractual penalty equal to the annual salary to which the person was entitled at the Operator.

§3 – Conclusion of the Contract with the Client and implementation work

1. Unless these Terms and Conditions provide otherwise, the contract is concluded through the tools available on the Operator's website in the following steps: reading the provisions of the applicable Terms and Conditions and Price List, accepting the provisions of the applicable Terms and Conditions and Price List, which are an integral part of the concluded contract, placing the order, making the payment of the Activation Fee, and concluding the Agreement via the CSC. After posting the Activation Fee to the Operator – the Service is activated. The concluded agreement is for an indefinite period. Generating an agreement by CSC in a document form is secondary to the above actions, but is necessary to use additional services offered by the Operator.
2. By concluding an agreement, the Client declares that the name of the Service and products sold do not infringe the rights of Third parties or any laws in effect, in all countries where sales take place. If the Operator suffers any damage caused by the use of the Service by the Client or by sale of products which infringe rights of Third parties or any laws effective in countries where sales take place, the Client is obliged to redress the damage in its full value.
3. The Client is obliged to present true and up to date Billing Data when ordering the Service. The Operator as part of the Merchant's risk assessment procedures and data verification as part of the AML procedures, real beneficiaries (BO) and politically exposed persons (PEP) has a right to cyclically and randomly control this data and require the Merchant to complete or amend it to the best of the Merchant's best knowledge. Failure to provide data or their incompatibility with information resulting from the relevant registers may result in limitations in the Operator's provision of all or part of the Services or termination of the contract with immediate effect due to the fault of the Client.
4. The Client is obliged to immediately notify the Operator about the suspension, as well as the commencement of business activity. As of the date of suspension of business activity, the Client loses its Merchant status, which may be restored by the Operator once the Client resumes business activity.
5. When ordering the Service, the Client chooses one of the Price lists offered by the Operator.
6. The Operator reserves the right to refuse concluding the Agreement with the Client. The same right is applied a Consumer, if the Consumer has a proven record of bad cooperation with the Operator or one of the Operator's Clients (i.e. arrears, frauds, misleading, resignation from service not complaint with the service terms and similar). If the Operator refuses to conclude the contract, no fees shall be charged to the Client.
7. The Operator is not responsible for problems which result from delays caused by Third Parties (banks, post office, domain registrars, etc.). If the Client is a Consumer, then the Operators bears responsibility for problems which result from delays caused by Third Parties, but only to the extent delineated in the Terms and Conditions.
8. The default first payment corresponds to the sum presented in the Price list.
9. The Operator provides the Client with the right to a 30-day Trial Period, starting with the day of ordering the Service, during which the Client is able to test and get acquainted with the Administration panel and the Service.
 - a. If the Client decides to resign from the Service within the duration of the trail period by the mean of Ticket, the activation fee may be returned.
 - b. During the Trial Period, no commission is being charged for all completed online reservations.
10. At the stage of concluding the contract using the tools on the Operator's website, or at a later date set by the limit of six logins to the Administration panel – the Client is required to complete the contract form, which is available in CSC and accept it generated by the Operator and received on the indicated number telephone – individual PIN number.
11. Failure to complete the contract form or completing it incorrectly or incompletely may result in blocking of some functionalities of the Service or termination of the contract with immediate effect.
12. The contract is subject to assignment, provided that all the provisions of the Terms and Conditions are respected by the parties making the assignment. The assignment is carried out in CSC by the Client or by a person whom the Client has granted a power of attorney, with the consent of the Operator – under pain of nullity. The assignee is obliged to complete the contract form available in CSC within the time limit specified in point 10 and under pain of the effects specified in point 11.

§4 – Personal data protection and privacy policy

1. The processing of personal data provided by the Client during the Activation is carried out on the basis of Article 6, paragraph 1, point (b) of the GDPR, for the purpose of providing the Service by the Operator and issuing accounting documents, as well as on the basis of consent expressed on the basis of Article 6, paragraph 1, point (a) of the GDPR on the processing of the Client's personal data for marketing purposes.
2. For the purposes of security and improving the quality of services, all telephone conversations are monitored, as well as those conducted during an online connection. The legal basis for the processing of personal data is the consent of the Client expressed by continuing the conversation. The recorded conversations will be made available only to authorized persons or authorities.
3. On the basis of Article 6, paragraph 1, point (b) of the GDPR, the Operator processes Client's personal data in the form of profiling reservation services provided by the Client in the scope of customer service and marketing. The Operator does not make automated decisions concerning the Client on the basis of profiling referred to in Article 22, paragraph 1 and 4 of the GDPR.
4. The Administrator of the Client's personal data is the Operator, i.e. IAI Sp. z.o.o. with headquarters in Poland, Aleja Piastów 30, 71-064 Szczecin, +44 207 1931 010 Ext. 1, office@idosell.com.
5. The Operator will store the Client's personal data until the expiry of the limitation period for claims arising from the concluded contract or for the period required by separate regulations regarding tax and accounting obligations - depending on which period ends later. After this date, the Client's personal data will be processed by the Operator on the basis of Article 6, paragraph 1, point (f) of the GDPR, i.e. with intent resulting from legitimate interests pursued by the Operator for the purposes of marketing campaigns.
6. The Client has the right to request from the Operator the access to their personal data, rectification, deletion or limitation of processing, as well as the right to object to the processing (also for marketing purposes, including profiling) and the right to data transfer.
7. If the processing of personal data by the Operator is based on the consent given by the Client referred to in Article 6, paragraph 1, point (a) of the GDPR, the Client has the right to withdraw consent at any time without affecting the legality of the processing, which was made on the basis of consent before its withdrawal.
8. The Client has the right to lodge a complaint to the supervisory body, which is the President of the Personal Data Protection Office [Prezes Urzędu Ochrony Danych Osobowych].
9. Providing personal data by the Client is a contractual requirement and is voluntary, but necessary to complete the Service. Failure to provide personal data results in the refusal to provide the Service.
10. The Operator commits to comply with the confidentiality related to the Client's data, including data of Booking Customers, as well as not to disclose the data to unauthorized persons and to securely protect this information against access of any unauthorized persons. The Operator can not use this data for purposes other than those specified in § 4, sec. 1 and 2 of the Terms and Conditions.
11. The Operator has the right to use aggregated Client information in reports made by the Operator in a way that does not allow for the identification of the Client, or the Booking Customer.
12. The Operator has the right to publish the basic data of the Client company name, address of the website, on the list of references, unless the Client declares otherwise. At the request of the Client, the Operator is obliged to immediately remove the data from the list of references.
13. If the Client has been acquired for the Operator by an Affiliate Partner (also designated as an IAI Bronze Affiliate Partner), the data about his payments will be visible to the partner who acquired him, for the purpose of billing in the affiliate program. If the Client does not agree to the transfer of information about his payments to the Operator's partner, he may make a statement to that effect in Writing form, which will simultaneously terminate the Affiliate Partner's commission payments. The Client, by enabling through the Service the module of integration with the services of a Third Party or by performing the integration of the Service itself with the services of a Third Party, provides the Third Party independently and at his own risk with his personal data and the personal data of the Booking Customers acting on the basis of the Software used by him within the Service. The purpose, manner and conditions of processing such data by the Third Party shall be governed by a separate agreement between the Client and the Third Party. The Operator shall not be liable for the consequences of providing such data to the Third Party.
14. When using Affiliate Partner External Services, the Client entrusts Affiliate Partners with the processing of personal data of Booking Customers to the extent and for the purpose necessary to provide the service,

which obliges the Client to enter into an appropriate agreement with Affiliate Partners.

15. All data created as a result of use of the Services is regarded as the property of the Client . Such property does not cover:
 - a. Rights to possess the software which makes up the Operator's Service.
 - b. Any elements of the Service within a different scope than the exported data.
 - c. Data structures different from those in exported data.
 - d. Data which could not be exported independently at the moment when the Service was ordered, in particular information which requires the Operator to create custom software in order to be exported.
16. In the event that a test page is displayed in relation to planned maintenance, a breakdown or blocking of the Widget, Clients or Merchants agree that their Billing Data can be displayed.
17. The Operator is obliged to obey the privacy policy published on the Operator's website.
18. More current information on the protection of personal data, including the information obligations required by the GDPR, can be found in the privacy and security policy of IAI Sp. z.o.o. in the "Information compliant with the GDPR" tab available on the Operator's website.

§4a – Entrusting data processing to the Operator

1. The Client declares that he is the administrator of the personal data of the Booking Comers who make reservations as part of the Client 's service consisting of reservations of places, resources or services, based on the Software used by the Client as part of the Service, as well as personal data of the Client 's employees, associates and contractors which is disclosed to the Operator to ensure the provision of the Service and the data is processed in accordance with applicable law.
2. By expressing consent for provision the Service and accepting these Terms and Conditions, the Client entrusts the Operator with processing personal data of their Booking Customers, employees, co-workers and contractors who operate on the basis of the Software used as part of the Service, as well as the personal data of their employees, associates and contractors shared with the Operator to ensure the provision of the Service for its duration and in the scope of storage, preservation, processing and sharing.
3. The Client 's consent for provision of the Service and acceptance of these Terms and Conditions constitute a documented order referred to in Article 28, paragraph 3, point (a) of the GDPR.
4. The Operator commits to process the personal data provided to them in the above-mentioned scope in accordance with the law and security regulations and the privacy policy referred to in § 4 of the Terms and Conditions, so that the processing protects the rights of data subjects.
5. The Operator obliges to take all measures required under Article 32 of the GDPR, i.e. taking into account the state of technical knowledge, the cost of implementation and the nature, scope, context and purposes of processing, as well as the risk of violating the rights or freedoms of natural persons with different probability of occurrence and threat weight, the Operator will implement appropriate technical and organizational measures to ensure the security level corresponding to this risk.
6. The Operator ensures that the personal data entrusted to them will be disclosed only to individuals authorized to process personal data, who will be obliged to keep it confidential.
7. The Client expresses general consent for the Operator to use services of other processors. The Operator commits to inform the Client about any intended changes regarding the addition or replacement of other processors, thus, giving the Client the opportunity to object to such changes within 7 days from the date of notification. If the Client objects, § 7 sec. 5 is applicable.
8. If the Operator uses services of another processing entity to perform specific processing operations on the Client 's behalf, the processing entity is obliged - under a contract or other legal act subject to the European Union law or the law of a Member State – to obey the same data protection regulations as in the contract or other legal act between the Client and the Operator referred to in this chapter of the Terms and Conditions, in particular the obligation to provide sufficient guarantees for the implementation of appropriate technical and organizational measures to ensure that the processing complies with the requirements of this regulation. If this other processor fails to fulfil its data protection obligations, the Operator bears full responsibility towards the Client for the fulfilment of the obligations of this other processor - limited to the amount of a 1-month Subscription Fee. In the event of damage exceeding the 1-month Subscription Fee, the Client may claim supplementary compensation on general terms.

9. Taking into account the nature of the processing, the Operator, as far as possible, commits to assist the Client, by means of appropriate technical and organizational measures, to comply with the obligation to respond to the requests of the data subject, in the exercise of its rights set out in Chapter III of GDPR, and to fulfil the obligations set out in Article 32-36 of the GDPR.
10. After completing the provision of the Service, the Operator, depending on the Client's decision, deletes or returns any personal data to the Client and removes all existing copies, unless European Union law or Polish law requires the storage of personal data.
11. The Operator provides the Client with all information necessary to demonstrate compliance with the obligations for the lawful processing of personal data and enables the Client or the auditor authorized by the Client to carry out audits, including inspections, and contributes to them.
12. The Operator will also make available to the Client, upon request, the Personal Data Protection Policy (in parts relevant for the Client) in order to demonstrate that the Operator fulfils obligations under these Terms and Conditions.
13. The Client requests by the mean of Ticket to conduct an audit at the Operator or review the Data Protection Policy to the Operator's Data Protection Inspector.
14. After receiving the request by the Operator, the Operator and the Client will discuss and agree in advance upon:
 - a. the date (s) of the Data Protection Policy review as well as the security and confidentiality principles applicable to each review of the data protection policy;
 - b. the reasonable start date, scope and duration and security and confidentiality conditions applicable to each audit.
15. The Operator may charge a fee (based on reasonable Operator's costs) for each review of the Data Protection Policy and / or audit. The Operator will provide the Client with additional details of any applicable fees and the basis for their calculation, before such a review or audit. The Client will be responsible for all fees charged by the auditor appointed by the Client in order to perform such an audit.
16. The Operator may submit in writing objections to the auditor appointed by the Client to conduct the audit, if the auditor is not, in the reasonable opinion of the Operator, suitably qualified or independent, or is related to the competition of the Operator or otherwise clearly inappropriate. All such reservations on the part of the Operator will require the Client to appoint another auditor or carry out the audit himself.
17. The Operator immediately informs the Client if, in his opinion, the instruction given by the Client constitutes an infringement of the GDPR or other provisions of the European Union or Polish law on data protection.
18. The Operator is liable towards the Client for damages caused by the processing of entrusted personal data of the Client only when the Operator has not fulfilled the obligations that the GDPR imposes directly on them, or if they acted outside the lawful instructions of the Client or contrary to these instructions. The Operator is liable to the amount of a 1-month Subscription Fee, and, in the case Client being a Consumer, to the full amount. In the case of damage exceeding the amount of 1-month Subscription fee, the Client may claim supplementary compensation on general terms.
19. The provisions of § 4sec. 18 apply accordingly.

§5 – Invoices, settlements and balance

1. The Operator shall issue a VAT invoice in the Settlement Currency within 7 days from the date of the receipt of a payment which increased the Balance.
2. The date when a transfer is credited to the Operator's Account is regarded as the date of payment. If the Client is a Consumer, then the date when a transfer is credited to the Clients's Account is regarded as the date of payment.
3. The Operator credits the Client 's Balance with payments received to the Operator's Account. Any additional charges or commissions related to processing the payment will be borne by the Client:
 - a. In the event that the Client makes payment in a currency different from the Settlement Currency, the Operator shall credit the Balance of the Client with the amount in the Settlement Currency which was credited into the Operator's account after conversion of currencies by the bank or a different system of payment clearance. The Operator is not responsible for the exchange rate at which the payment was converted.
 - b. If a payment handling fee is charged to the Operator's Account, it may be deducted from the

9. Balance is decreased by:
 - a. Recurring fees which are charged at the start of each settlement period.
 - b. Commission is charged with accordance to the Price list.
 - c. Approval of the upper cost of the task payable at the approved cost.
 - d. Ordering a subscription to a paid Support Application.
 - e. Charging an additional fee in accordance with the Price List.
10. Balance is increased by:
 - a. Payments credited.
 - b. Gifts received or reimbursements after valid Client complaints.
 - c. Completion of a payable task for which the cost of completion was found to be less than the upper accepted cost. The balance is increased by the difference between the upper accepted cost and the accrued cost..
11. In the case of prepaid billing, the Customer credits the Balance with any amount, at any time. If the Minimum Balance is reached, the Operator has the right to refuse to provide the Service including the display of the Widget, or to take on further service works by the time when the Balance is increased or a new Minimum Balance is determined. The above applies also when one the Client has many Administration Panels.
 - a. 3 days after the Minimum Balance is reached and no payment has been made, the Client's use of the Administration Panel may be limited
 - b. After next 4 days without making a payment, all Widgets active in a given Administration Panel may be blocked.
 - c. If the minimum balance is negative for 18 days, the Operator may issue a VAT invoice in the amount of the outstanding balance and a pre-court request for payment. The Client shall be charged fees in accordance with § 6 sec. 6 letter b and d, in accordance with the applicable Price List. In addition, the Operator may terminate the agreement concluded with the Client for an indefinite period of time due to the Client's default. The Client is notified about the issuance of a VAT invoice, a pre-court request for payment and termination of the contract by means of an Announcement. The pre-court request for payment is sent to the Client's registered office address or to the address for delivery indicated in CEIDG.
12. If the Client has funds accumulated on the CSC Balance and at the same time has debt in payments for the Service, the Operator shall have the right to automatically transfer these funds to the Balance to cover the debt. The Operator considers this action to be the same as the Client's own withdrawal of funds from the CSC Balance and subsequent payment to the Balance to settle the debt
13. The Operator indicates an appropriate Operator's Account for each Settlement Currency.
14. Funds accumulated in the CSC are transferred to the Client upon their request to an indicated Polish bank account. Such transactions are subject to a fee in accordance to the Terms and Conditions and the Price list.
15. The Client may make payments to the Operator via payment cards on the basis of a standing order allowing for these payments to be made in an automated manner. Recurring Payments will be launched provided that the Client agrees to withdraw funds from the payment card indicated by him, until the Client revokes the consent. If it is not possible to charge the card, the Client will be asked by the Operator to take the action of making the payment on their own.
16. If the Client, before the expiry or termination of the contract with the Operator, fails to provide and verify with the Operator their bank account number, in accordance with the Operator's procedure, the funds accumulated on the CSC balance are forfeited to the Operator - after the expiry of the limitation period for the claim of the Merchant or the Client for the payment of these funds
17. Funds in respect of which a claim for payment on 31.01.2021 is time-barred shall be forfeited to the Operator.

§6 – Changes to the contract and terms

1. A new version of the Terms and Conditions and the Price list are introduced for an indefinite time or until the publication of a new version of the Terms and Conditions and the Price list.
2. The Terms and Conditions are an integral part of the agreement binding both contracting parties from the

- date of its signing throughout its validity period. The Operator reserves the right to make changes, if the provisions included in the Terms and Conditions have included such an opportunity, or the changes have been caused by an important reason indicated in the Terms and Conditions, e.g. by an obligation to adapt the content of the Terms and Conditions to the current legislation. A publication on the IdoBooking Blog communication system is considered to be an effective information channel.
3. The Operator will inform the Client via the main site of the Administration Panel and IdoBooking Blog communication system about any changes in the Terms and Conditions, as well as additions and modifications in functioning of the Service elements regarded by the Operator as important.
 4. The Operator has the right to make necessary changes in the Terms and Conditions and in the Price list during the term of the Contract:
 - a. The Client will be informed of a planned change in the Terms and Conditions or in the Price list no later than 2 months before its proposed date of entry into force.
 - b. The Client's failure to object to proposed amendments to the Regulations prior to their proposed effective date shall be deemed to constitute consent thereto
 - c. The Client shall be entitled to refuse to accept the new Terms and Conditions and Price List before the date of their proposed entry into force. Non-acceptance of the new Terms and Conditions and Price List is tantamount to the submission of a notice of termination on general terms and conditions with effect from the date of notification to the Client of the change to the Terms and Conditions or Price List, but no later than from the date on which the changes would have been applied. The Client shall be entitled in this situation to indicate a notice period of one, two or three months with effect at the end of a month. In the absence of an indication of a 2-month period of notice, the period of notice shall be deemed to be 3 months.
 - d. In the event that the Client objects in accordance with point b, but does not terminate the contract, the contract shall terminate on the day preceding the effective date of the proposed amendments, without charge.
 - e. If a notification of termination of the contract is submitted before the new Price List and new Terms and Conditions become effective, if this is clearly indicated by the Client, the Terms and Conditions and the Price List effective on the day of submission of the notification shall apply.
 - f. The Operator shall not be obliged to refrain from updating the Service's functionality during the Termination Period, unless such activity makes it impossible for the Client to conduct internet sales.
 - g. The Operator shall not be obliged to refrain from updating the Service's functionality, which relates to integration with Third Party services, during the Termination Period.
 5. Client or Merchants can change, or commission changes to Service parameters in the Administration Panel.
 6. The Operator has the right to charge Additional fees in the amount consistent with the Price list when additional services were ordered via the Administration Panel or automatically when:
 - a. The Client did not meet the termination deadline.
 - b. The payment deadline for an invoice has been exceeded in accordance to § 5 sec. 4, letter c.
 - c. When additional recurring services are ordered, the Operator may assume that the Client expects such services to be maintained cyclically. If the Client does not notify at least 3 weeks prior to the end of a settlement period of their willingness to resign from the Service, the Operator extends validity of the service by one settlement period.
 - d. the administrative panel was removed due to termination of the contract due to the Client or fault to pay dues.
 7. If the Operator provides the Client with more than one Price list to choose from:
 - a. The Client may change the Price list effective via the CSC.
 - b. Each Price list has a different Settlement Currency assigned to it.
 - c. If the Client changes the Price list, the Settlement Currency is changed as well.
 8. The Client may not change the Settlement Currency without a change of the Price list.
 9. If the Client changes the Settlement Currency and the Balance is positive:
 - a. The Client indicates whether the Operator is to return the surplus of the Balance on general terms

- or to convert the currencies.
 - b. At the moment of conversion of the Settlement Currency, the Balance in the previous Settlement Currency is reset.
 - c. If the Client, in accordance with § 6 sec. 9 letter a, requests that the balance surplus be converted, within 5 working days the Operator shall calculate the value of the Balance in the previous Settlement Currency and shall convert it into a new Settlement Currency, at the exchange rate of the National Bank of Poland on the day of the conversion, and shall credit the new Settlement Currency Balance.
 - d. The Client may not apply, in accordance with §5 sec. 5, for a return of a surplus Balance which results from a conversion described in § 6sec. 9, letter b.
10. Client may not change the Settlement Currency if the Balance is negative.

§7 – Contract termination

1. The contract can be terminated by the Client with at least one month's notice, and by the Operator with at least three months' notice, effective at the end of the month. In case of failure to keep the notice period, the party which failed to keep the notice period shall pay the other party a contractual penalty equal to the highest subscription fee paid during the agreement duration, for each month of the failure to keep the notice period.
2. Contract termination must be delivered by the Client via the CSC in a Written or Document Form, under pain of nullity. If the Client issues a written Contract termination, it shall be delivered to the Operator's headquarters. If the Contract termination is issued by the Operator, it shall be delivered to the last correspondence address indicated by the Client. In situations indicated in the Terms and Conditions, and Annexes, termination of the contract with immediate effect may take the form of a Ticket.
3. If any Additional tasks are not finished before the end of the termination period, they will be treated as completed during the last month of the termination period.
4. Clients are obliged to provide correct billing data during the whole term of the Contract. If Client changes billing data, he is obliged to notify the Operator using a Ticket and to provide a copy of company registration documents which confirm the change, irrespective of the Operator's rights set out in § 3 sec. 3.
5. The Operator is authorized to cease provision of the Service and terminate the Contract with immediate effect at the fault of the Client, if the Client provides false billing data; continues to provide invalid data for at least 2 settlement periods after the data was changed; fails to notify about a cession for at least 1 settlement period after transferring ownership of an Administration Panel; erases business from the relevant register or suspends its operations; discontinues a business activity without notifying the Operator that the Service is no longer provided to a Trader but a Consumer; or expresses the objection referred to in § 4a sec. 7 of these Terms and Conditions.
6. The Operator reserves the right to terminate the Contract with immediate effect, at the fault of the Client if:
 - a. Provisions of the Terms and Conditions are infringed by the Client in a flagrant manner, in particular due to arrears in payments for the Service.
 - b. Laws and regulations effective in Poland or in another country where the Client's sales take place are flagrantly infringed, including the Client selling products illegally, selling stolen products, sending out spam or there is a suspicion of fraud or criminal offence, failure to comply with the prohibition on distribution of products or services referred to in § 2 sec. 4 of Annex 1 to these Terms and Conditions.
 - c. The Service is used contrary to its designation or the Client acts intentionally to cause damage to the Operator.
7. If the Client is a Consumer, they are entitled to the same rights as delineated in sec. 6 above.
8. If the Contract is terminated as a result of circumstances described in § 7 sec. 4 or § 7 sec. 5, and the Balance is positive, the Operator is not obliged to return the available funds to the Client and the Balance shall be charged with a penalty fee as a form of compensation for inadequate fulfilment of obligations for unused period during which the Service would have been performed by the Operator, if the Client had fulfilled his obligations adequately.
9. After termination of the Contract the Operator reserves the right not to archive any data and to refuse to generate any data except copies of invoices relating to charges for the Service. The Operator has the right

to delete all information at their own discretion, not sooner than 1 month from the date of termination of the Contract or 14 days from the receipt of request from the Client in a Written form.

10. During the termination period, if the termination request was filed by the Client, the Client has the right to cancel the request and resume using the Service as normal. If the termination request was filed as a result of events described in §6 sec. 4 letter b, cancelling the request equates to the updated Terms and Conditions and Price list being accepted by the Client.
11. If the Client is a Consumer, by accepting the following Terms and Conditions, they express consent to begin the Service provision, which subject matter is the supply of digital content, not supplied on any tangible medium, before the withdrawal period has expired and declares that they have been informed about the loss of withdrawal rights in the circumstances described in Article 38, point 13 of the Polish Act on Consumer Rights of 30 May 2014 (Journal of Laws of 2014, item 827 as amended) [Ustawa z dnia 30 maja 2014 r. o prawach konsumenta (Dz.U. 2014 poz. 827 ze zm.)].

§8 – Detailed conditions of provision of services by the Operator and implementation works

1. The Operator is obliged to provide the Service, for which the Client paid the Service Fee, in a continuous and uninterrupted manner, unless provisions of the Terms and Conditions were infringed and the Contract was terminated.
2. If it is necessary to temporarily disconnect access to certain elements of the Service, as far as it is possible the Operator is obliged to inform Clients or Merchants of it in advance.
3. The Operator does not maintain Services being used inconsistently with their intended designation.
4. The moment the Service is terminated, all recurring services operating within the same domain are deactivated, regardless of how long the service fee was paid for.
5. The Operator has the right to change the Client's Subscription fee if the previous model is no longer offered.
6. If the Client manages over 100 reservation items, the Operator has the right to change the Client's Subscription fee to an individually calculated model. The Client may return to the standard Subscription fee after twelve Settlement periods.
7. Service fees and additional fees are charged to all Widgets in one panel combined. Activation fee is charged upon activation of the first Widget. Upon activation of subsequent Widgets an activation fees fare charged in accordance with the Price List.
8. After changing the Subscription model from the Commission-based fee to the Flat fee, the Client may return to the previous model no sooner than after twelve Settlement periods.
9. Under the Commission-based model, apart from the subscription fee charged every twelve Settlement periods, commission in the amount of 1,5% of the total reservation value is charged for every reservation made via the Booking Widget or Channel Manager. This commission is charged every Settlement period. It is calculated either when an advance payment is made or the day after the reservation ends, even if no payment has been recorded in the administrative panel. In specific cases:
 - a. If the selected payment method is a wire transfer made to the Client's bank account, full commission is charged, unless the Client marks the reservation as cancelled by changing its status in the administration panel.
 - b. No commission is charged for reservations added manually via the administration panel or the mobile application.
 - c. If the Client is found to manipulate bookings to avoid paying the commission, the Operator has the right to acknowledge all suspicious bookings as a violation of the terms and conditions and charge an appropriate commission. Upon discovery of abuse, Operator reserves the right to change the Commissioned Subscription to a Flat fee subscription model.
10. When calculating the surcharges for the next Booking Item in the Flat fee subscription model, the maximum calculated surcharge value is propagated to the twelve consecutive future Settlement Periods. If during this time the number of Booking Items entered by the Client into the Service decreases, the surcharge shall be calculated as for the highest number of Booking Items during the last twelve Billing Periods.
11. If the Operator, at the request of the Client, changes the Subscription model during a Settlement period:
 - a. The unused amount of the old Subscription fee calculated proportionally to the number of days that remained till the end of a given Settlement period, counting from the day when the

functionalities are the display of the website for the booker and the buyer, the possibility of its indexing by search engines, the taking of orders and payments, the display of the content of the order and the handling of the processes aimed at realising the reservation.

§9 – Detailed conditions for subscription services and technical support

1. Usage of selected Ancillary Applications requires a start of subscription:
 - a. Utilizing an Ancillary Application subscription guarantees that the applicable terms and conditions will not change during the entire Billing Period of the subscription. This also applies in a situation where a Supporting Application is provided free of charge.
 - b. Each Client is entitled to a thirty-day trial period for a particular Ancillary Application. There is no charge for the Ancillary Application during this period. This period is indivisible and may only be used once, in its entirety, prior to payment of the first subscription fee.
 - c. Starting to use the Ancillary Application, even during the free trial period, starts the subscription, of which the first 30 days are free. To stop charging or not to charge after the trial period, the Client should disable the subscription himself in the Administration panel.
 - d. The minimum term for a paid Ancillary Application is one Billing Period. Fees are calculated in accordance with the Service Price List, as in the case of recurring fees, together with the next Billing Period.
 - e. The Operator understands that the Client expects to maintain the Ancillary Applications on a cyclical basis. If the Client does not deactivate the Ancillary Application before the end of the Billing Period, the Operator shall extend the validity of the service for one subsequent Billing Period.
 - f. If the Client cancels the Ancillary Application during the Billing Period, the fee for the Billing Period shall be billed pro rata to the time the Client used the Ancillary Application during the Billing Period.
 - g. The Operator shall not be obliged to renew the subscription if it ceases to provide the Ancillary Application to all of its Clients.
 - h. Subscriptions shall expire upon termination of the Service.
2. The Operator may provide additional services regulated in the Annexes to the Terms and Conditions relating to these services or on the Operator's Website which are active at the time of installation of the Service by the Client.
 - a. Additional Services do not require technical solutions other than those required by the Service.
 - b. Additional services may be run on behalf of the Client with the assumption of a predefined minimum period of using these services. In the event the Client resigns from such a service before the minimum period has elapsed, the Operator has the right to charge the Client a compensatory payment on the terms applicable under the given additional service.
 - c. The complaint procedure with respect to these services, unless the annexes to the Terms and Conditions referring to them provide otherwise, takes place according to the general principles described in the Terms and Conditions.
 - d. Services offered as part of this model are:
 - IdoPay
 - IdoAccounts
3. IdoPay electronic payment intermediation services are available only to verified Merchants from Poland and certain European Union countries, provided that they fully comply with the laws on electronic transactions applicable in Poland.
 - a. The Operator has the right to refuse to provide the services listed in § 9 sec. 2 of the Terms and Conditions, as well as to restrict or disable the Client's access to any of the additional services listed in § 9 sec. 2, without giving any reason, without affecting the Client's use of the main Service.
 - b. As part of the IdoPay service, Merchant may only use bank accounts verified by the Operator and held by providers based in Poland.
 - c. If the Total payment cost of at least 10% of the card payments processed within IdoPay (due to interchange and transaction fee difficult to predict at the time of negotiating the flat rate and determined only after the transaction), exceeds the level of the agreed commission for IdoPay, the Operator, with a week's notice, may change the card payment settlement method for a given Client from standard to IF++. In the event of such a change, for pay-by-link and BLIK payments the

7. If the Operator makes it possible to create Critical Tickets, he has the right to define in the Ticket system a closed, precise set of issues which can be reported this way. If the Client submits a Critical Ticket related to an issue outside the scope defined by the Operator, the Operator has the right to charge an additional fee for each notification of this type in accordance with the Price List and to examine the Ticket further in general way. In particular, Critical Tickets may be reported exclusively if:
 - a. A Widget has been properly generated and embedded, but it is not loading at all or visibly the server is not working properly for more than 15 minutes.
 - b. It is impossible to log in to the Administration Panel as a result of a breakdown of the system or of the database for more than 15 minutes.
 - c. The server is extremely slow for more than 15 minutes.
8. The parties of the Contract agree that provision of access to the Ticket system means authorization by the Operator and the Client of persons who on their behalf make contact using Tickets. The parties shall take care that each person to whom authorization is granted has an independent account in the Administration Panel which will allow for their identification by their first name and surname and they will keep the password they received secret. Authorization is withdrawn by the removal of an account from the Administration Panel.
9. If the Client submits a request for urgent repair of a failure that prevents the implementation of Key Functions, the Operator shall have the right, after removing the cause of the failure within the scope described in § 9 sec. 7 and determining that the failure is due to the Client, to charge a fee as in the case of an order of maintenance task on the general principles.
10. For effective reporting of a critical failure by phone or via the helpline, it must be made by telephone or in the manner indicated on the Operator's Website as appropriate for this type of case. In the event of a possible complaint procedure following such effective reporting, the time of reporting the failure is considered to be the time of making the notification by phone or via the helpline. Effective reporting of a critical failure in writing is possible during the working hours of the Service support hotline by means of a Ticket, and outside these hours by the e-mail address appropriate for such reports on the Operator's Website. In any case, the condition for the effectiveness of the report is that the report of a critical failure must be unambiguous, i.e. in the title of the written report or in the introduction to the conversation, there must be clear information about the nature of the failure.

§ 10 - Detailed conditions for service work

1. The Client has the right to commission Service works via Tickets. The following rules shall apply during valuation, before execution of an order:
 - a. The price of a task depends on the number of hours necessary for its execution and is the multiplication of time and unit price listed in the Price list.
 - b. If the Client changes the requirements many times, the Operator may increase the time necessary for execution of the task by a quantity adequate to the changes that were made.
 - c. If the Client does not maintain correspondence with the Operator in relation to matters important for execution of the task for more than 30 days, if the task is paid for on the basis of work-hours, the Operator has the right to close the task and charge an amount in proportion to time actually spent on the task. If the Client wants to execute the task again, the task will be executed on general terms. If the task is paid for as a complete task, the Operator has the right to regard the task as completed.
 - d. The agreed scope of work influences time required to execute the order. If the Client modifies the scope of work, the Operator has the right to change the value of the fee and the deadline for completion of the task, or not to execute the task. If the Client refuses to accept the changed price and deadline, the Operator shall complete the order on the basis of the original scope and schedule.
 - e. Deadlines for completion of tasks provided by the Operator are for information purposes only and cannot be subjects of complaints. If the planned deadline of completion of a task is considerably exceeded, the Client may withdraw from the order which shall not have any impact on other obligations which result from the Service.
 - f. If it is necessary to test and document any additional functionality, in particular applications created as a result of an order from the Client, time for testing and preparation of manuals or documentation shall be included in paid time of execution of the task.
2. Individual paid Service works require accepting by the Client the upper cost of their realization.

- a. The Client may indicate persons who will be authorized to accept such tasks. Authorization to accept tasks means award of a special power of attorney by the Client. The power of attorney may be withdrawn by a withdrawal of such authorization in the Administration Panel.
 - b. If the task is executed correctly and in accordance with the agreed scope, acceptance of the cost of execution of the task removes all possibilities of complaints related to the costs of task execution.
 - c. If execution of the task requires, in a justified way, a cost that is higher than the initially accepted cost, the Client shall accept the new, higher cost of execution. If the Client rejects the cost, the task's execution shall be suspended and only the fee which had been initially accepted shall be charged. A task with execution time that was impossible to estimate at the beginning because of untypical scope of work or unforeseen technical problems which appeared during execution of the task shall be regarded as a task with a justified higher cost. The Operator does not regard visible or hidden defects which result from incorrect execution of the task as a justified higher cost.
 - d. When making an estimate of the work, the Operator provides times and cost estimate in good faith, taking into account known and foreseeable circumstances. The Operator is not responsible for the increase in time and cost of the task, if the initial scope of work was difficult to estimate due to very high complexity, innovation and uniqueness of the task. In a situation where the Client was not deliberately misled when estimating the cost of the work, the Client can not demand from the Operator to complete the ordered task without payment. If the Client does not agree to pay a higher cost, the Operator may refuse to complete the task and return the fee charged for the task to the Client's balance, or to complete the task within the previously agreed functionality and cost, but omitting only the artistic details.
3. The Operator has the right to place, for information purposes, the text or graphics informing about the logo and the name of the Service in the Widget, the Business Card Page and the offers made using the Service on the websites of Third Parties. This will be presented in the form of a balanced and unobtrusive static text or graphics with a link to the Operator's corporate website.
- a. Operator shall have the right to deny without cause any request to resize, redesign, or remove a logo as long as the element is of a standard nature used in all Widgets or Business Card Pages.
 - b. The Operator allows the hiding of elements after subscribing to the "White-Label" service in accordance with the Price List.
 - c. If, as a result of independent editing of a Business Card Page by the Client, at least one element indicating for information purposes the Service is hidden, removed or distorted by the Client, the Operator has the right to charge retroactively as if the Client had purchased the "White-Label" service for the entire period.
4. The Operator has the right to place an additional Information Page in the Widget, concerning the Services of the Operator, which also contains links to the corporate website of the Operator. The Operator shall have the right to refuse without cause any request to change or remove an Information Page, as long as its content is of a standard nature used in all Widgets.

§ 11 - Detailed conditions for Third Party services

1. If the Operator integrates the Service with services of Third Parties, he determines the scope of functionality and may modify the scope of the integration.
 - a. The Operator shall inform the Client of any changes to functionality of the integration module as early as possible.
 - b. The Operator is not obliged to inform the Client of changes earlier than one Settlement Period before they take place.
 - c. In justified cases, e.g. when the service of a Third Party is modified, it is possible to make changes within the integration module without earlier notification.
2. The Operator has the right to organize integration with services of Third parties in the way which will allow transfer of payment for use of their services. If the Operator charged a payment for the use of a service of a Third Party:
 - a. The Operator shall make settlement with the provider of an integrated service personally.
 - b. The fee that has been charged satisfies all costs of use of the service and the Operator personally settles such costs with the provider.
 - c. The fee that has been charged is visible in the Balance and is included in the invoice on general terms.

3. Client uses integrated services of Third Parties at their own risk, in particular:
 - a. he should contact the Third Party before the integration is enabled, unless information provided on the Third Party's website states otherwise.
 - b. he should always check whether the course of the integration was correct.
 - c. In the event of a breakdown he should provide the Operator with all information necessary for verification, including data saved on a disk or transferred, where possible.

§ 12 - Detailed conditions of Contractual works

1. Contractual works are ordered by the Client through the CSC, in the form of a Ticket, the content of which shows an unambiguous confirmation of the contracting order and acceptance of the frequency and cost, in which the Client also indicates: scope of works, guidelines for their implementation, and determination of priorities.
2. After receiving the Ticket indicated in section 1 the Operator assigns a WDC Specialist to the Client who is responsible for the performance of Contractual work for a given cycle.
3. The frequency of Contractual work is defined as a fixed day or days of the week, in a cycle of one week, two weeks or four weeks.
4. The day before the agreed contract date, the WDC specialist will provide the Client with the scope of work for the contractual date, containing the Client's guidelines sent so far and the proposed sequence of their implementation. The WDC specialist will also inform about the approximate time of starting work on the contractual day, which will constitute the work plan. The Client submits their comments to the schedule before the beginning of the contractual day. Lack of Client's comments to the sent work plan means acceptance of this plan.
5. The Operator reserves that some tasks may not be possible to perform only by modifying the template. These are in particular configuration issues in the panel or programming (system modifications). If possible, the WDC specialist will inform the Client about it and help with reporting them to the appropriate department. Where possible, the WDC specialist can suggest workarounds, informing of their shortcomings and limitations.
6. The Operator enables the Client to contact a WDC specialist during Contractual work. The contact takes place via the link contained in the message referred to in section 4.
7. If any issue has not been clarified before the contractual date, the Operator will try to get a response from the Client. Therefore, it is recommended that the Client monitor the Tickets from section 4 and answer any questions as quickly as possible. If the Client does not provide an answer, the WDC specialist will make a decision either to perform one of the backup tasks or based on his own experience, assuming the criterion of maximizing sales made by the Client in the booking system.
8. Lack of contact of the WDC specialist with the Client on the contractual day, which prevents further work or not assigning other work for a given contract day, will result in the hours allocated to Contractual work being lost without the possibility of their return or make up at another date.
9. The minimum period for which a contract for Contractual works is concluded is at least 2 months. After 2 months, the Client or the Operator has the right to terminate with one month's notice. The termination of a contract for Contractual work must be submitted in the form of a Ticket.
10. It is not possible to reduce or increase the number of contractual days, change the cycle of their execution, move the unused time or change the WDC specialist. If the Operator does not confirm this, each change must be preceded by the termination of the existing contract and the conclusion of a new one, according to the new frequency of Contractual works.
11. If the Operator is not able to ensure the presence of a given WDC specialist or their replacement on a specified contractual day - the fee for Contractual work to be charged will be refunded and the next contractual day will be performed in accordance with the contracted cycle.
12. After the end of the contractual day, the WDC specialist will send the Client, in the message referred to in section 4, a summary of the changes made, including the time spent on each point of the plan.
13. The Operator provides a warranty for the performed Contractual works. The warranty shall be governed by the provisions as for the Time & Material service works specified in § 15. In the event of justified objections to the quality of the works performed due to an error in the art or excessive time, the Operator will refund the part of the fee proportionate to the given contractual day. Due to the contracting of the WDC specialist on other days, the possibility of correcting the error will appear only on the next contract day. The exception are errors affecting key booking system functionalities, which will be removed immediately.
14. The Operator reserves that the changes introduced as part of the Contractual works may be made

"incrementally", i.e. the first version provided by a WDC specialist will function as MVP (Minimum Value Product) and may, for example, be incompatible with all browsers. Such a state of affairs is not a mistake and if the Client deems that after a given iteration the effect of the work is not sufficient to publish it in the booking system, it may continue to improve on the next contractual day until the desired effect is achieved.

§13 – Responsibilities of the Operator

1. The Operator is responsible for damages caused to the Client by purposeful non-performance or undue performance of Service.
2. The Operator does not bear liability to pay any compensation for the time of the Service unavailability. If the Client is a Consumer, the Operator is obliged to pay compensation for the time of Service unavailability whenever the responsibility lies with the Operator.
3. Losses incurred by the Client, for which the Operator may bear responsibility according to the above provisions, do not include any lost profits unless the Client is a Consumer.
4. The upper limit of liability, according to the section 1-3 of the above provisions, shall not exceed:
 - a. in the event of a Service claim, the amount of Subscription fee paid by the Client covering the period when the damage occurred,
 - b. in the event of a Reservation claim, the amount of commission calculated from the sum presented to the Booking customer in the Widget or e-mail confirmation,
 - c. in any event, the total amount of the Subscription fee and additional fees due in a month when the damage occurred or the compensation is due.
5. The Operator shall not be responsible for damages caused in result of:
 - a. Lack of continuous availability of the Service not caused by the Operator.
 - b. Incorrect use of the Service.
 - c. Provision of untrue or incomplete information upon activation of the Service.
 - d. Infringement of provisions of these Terms and Conditions by the Client .
 - e. Force Majeure, disasters (flood, hurricane, etc.).
 - f. External factors and Third Parties activities outside the Operator's control, which could not be prevented by the Operator (e.g. breakdowns hardware or software in networks of telecommunications operators, mobile phone networks, etc.).
 - g. Use of authorization data provided to the Client in order to access the Service.
 - h. Purposeful disconnection of servers during a hacker attack.
 - i. Rejection of sent e-mail messages by servers not managed by the Operator e.g. as a result of filters, incorrect configuration or breakdowns of such systems.
 - j. Operations performed contrary to the description, help, technical support instructions or recommendations which are provided by Technical Support or displayed automatically by the Service.
 - k. Incorrect or abnormal use of the Service, in particular introduction of excessive quantity of data to descriptions, creation of excessive quantity of related elements, simultaneous saving by many users, closure of a process, or a website when saving takes place or excessively overloading the server in a different way, without prior agreement.
6. The provisions of section 5 letter a shall not apply to Clients who are Consumers.
7. The Operator is not responsible for data transfer, if:
 - a. The Operator did not initiate the transfer,
 - b. The Operator did not choose the receiver of the data,
 - c. The Operator neither removed nor modified data which is the subject of the transfer.
 - d. Exclusion of responsibility includes also automatic and short-term intermediate storage of transferred data, if the objective of such activity is solely to transfer data and data is not stored longer than it is necessary in normal conditions for execution of the transfer.
8. The Operator shall not be responsible for any loss or modification of data by the Client as a result of

incorrect use of the Service, or use of unfinished elements, or modules (marked as 'BETA'), or elements, modules that are being withdrawn from operation (marked as 'end of life').

9. The Operator shall not be responsible for loss of Authorization Data, or any use of such data by an unauthorized party.
10. The Operator shall not be obliged to import or export data to, or from any external computer system manually. It can be performed as an Additional Service upon the Client's request and charged in accordance to the Price List. In such event, the Operator may import data from other computer system and export data for needs of use in other computer system.
11. The Operator is not obliged to inform the Client separately of the value of Additional Fee, as long as it is included in the Price list.
12. The Operator is not responsible for any commissions charged by Third Parties, used by the Client which are not directly the Service, in particular commission for services integrated with the Service. The Operator is obliged to provide suitable information which will allow recovery of the commission or the charge which was unjustly charged by a Third Party.
13. The Operator is not obliged to train the Client on the use of the Service.
14. The Operator is not obliged to provide an answer as part of Technical Support, if:
 - a. Information was already provided to the Client, or is available in the form of a manual in the Administration Panel, answers to the most common questions, a training webinar or a presentation.
 - b. Questions are asked in a different language from the language which corresponds to the purchased Technical Support plan or are not legible.
 - c. Questions related to software different than the software provided as part the Service or software in different versions than the version officially supported by the Operator.
 - d. The answer requires preparation of a complex research or study which would make the Operator bear unjustified costs.
 - e. The question was asked in a different form than a Ticket, in particular via e-mail or was asked by a person who does not have access to the Administration Panel.
15. The Operator has the right to temporarily limit the availability of modules, provision access to modules at chosen hours or to introduce traffic limits if a lack thereof could have a negative effect on continuous availability and stability of the Service.
16. The Operator declares that when designing websites or trademarks no existing Third Party websites or trademarks are copied. Nevertheless, the Operator points out that no research related to infringement of interests of Third Parties is carried out, including registered or unregistered trademarks which the Operator might infringe during execution of the order, in particular:
 - a. The Operator purchases licences for photos and fonts (i.e. stock graphics) by purchase of a licence for fields of exploitation in accordance with the order. If Client choose to use the materials in other areas, they should purchase respective licences on their own.
 - b. If a question is received via a Ticket, the Operator will indicate the origin of a photo or a font and will explain in detail which part of the deliverable was purchased and which was performed by employees of the Operator.
 - c. Client is solely responsible for the use of the design created by the Operator. In the event of a justified suspicion that interests of a Third Party are infringed, responsibility of the Operator is limited to the value of the order.
 - d. If the project prepared by the Operator infringes interests of a Third Party in a justified way, the Operator is obliged to co-operate fully with the Client in order to minimize the risk of responsibility and to prepare a new version of the design, free from corresponding defects.

§14 – Complaint proceedings

1. Damages borne by the Client for which the Operator may be responsible on the basis of the above provisions do not include damages caused by loss of chance by the Client, unless the Client is a Consumer.
2. The Client, using the basic Services provided by the Operator, is entitled to make a Complaint.
3. If the Service unavailability was not possible to detect by the Operator's standard means of monitoring, the

Operator shall have the right to reject the complaint in its entirety or to reduce the amount of compensation, counting the time of Service unavailability from the moment the failure was successfully reported by the Client .

4. The Operator is only obliged to compensate for the Client 's direct damages resulting from a failure of the Operator to provide the proper performance of the Service. The maximum total amount of a compensations equals to:
 - a. In the event of a Service complaint, the compensation equals the amount of a Service fee incurred by the Client.
 - b. In the event of a reservation complaint, the compensation amounts to the total commission value charged for the cost of a reservation presented to the Booking customer in an e-mail or the Widget.
5. A complaint can be accepted in whole or partially in accordance to § 14 of the Terms and Conditions.
6. If a complaint refers to a specific reservation the Client is obliged to provide the reservation ID, a justification of the complaint and the expected amount of the return. If a complaint refers to the Service, the Client shall submit the precise name, date and the scope of the claimed Service.
 - a. The Operator examines the complaint and determines whether it is accepted wholly, partially or rejected.
 - b. If the complaint is accepted partially or rejected, the Operator provides a justification.
 - c. The Operator reserves the right to issue additional questions to clarify the context of the claimed reservation. Any failure to provide an adequate answer may result in rejecting the complaint.
7. If a complaint refers to the amount of time spent on execution of a paid Additional task, the record of the course of execution of the task is the basis for examination of the complaint. The log book of the task must consist of the first name and the surname of the employee of the Operator who performs the task, precise time of the commencement of particular activities, time of completion, the number of time units of work and a short description of activities that were performed. The sum of time spent on execution of the task is equal to the sum of duration of particular activities. The Operator has the right to add to the time of execution of the task time necessary for personal or phone conversations with the Client , search for photos, fonts or other files not provided by the Client , but necessary for the execution of tasks, as well as correction of texts with linguistic errors.
8. Individual services, solutions, or applications, which go beyond the standard scope of the Service and are created on the Client 's order in the "Time&Material" model, are not subject to the Operator's liability, unless the Operator and the Client agree otherwise in separate documents. If possible and depending on the arrangements, the Operator shall create solutions which go beyond the standard scope of the Service in a manner which enables the Client to co-manage, monitor or secure them.
9. A complaint made by the Client in connection with non-performance or inadequate performance of the Service shall be made exclusively in a form of a Ticket and shall include:
 - a. The name and identifier of the task or Ticket related to the complaint.
 - b. The subject of the complaint.
 - c. Circumstances that justify the complaint. The deadline for submission of a complaint related to a technical error is 30 days from the day of the error first occurring. After that the complaint shall not be examined.
10. A complaint related to an invoice issued in accordance with § 5sec. 1 shall be submitted within 14 days from the invoice being issued. If a complaint is submitted later and is accepted, the invoice shall not be changed and the difference of funds shall be credited to the Balance.
11. A complaint related to charging the Balance with a Service Fee or an Additional Fee shall be made within 14 days from the debiting of the fee. If the complaint is accepted, the Balance shall be credited with the accepted amount of funds.
12. If the Client made a complaint in accordance to §14sec. 6, he is no longer entitled to the procedure described in § 14 clause 10.
13. If access to the CSC is not possible, a complaint shall be made in a Written form and sent to the address indicated on the Operator's website.
14. The Operator shall examine a complaint within 14 days from its delivery and shall send a response to the Client , with the decision and its justification, in a Written form.

15. If the Client orders services performed by an Affiliate Partner indicated by the Client or makes use of Affiliate Partner External Services (ES), the Client shall send the complaint, via a Ticket, in the first instance to the Affiliate Partner. If the complaint is unsuccessful, the Client may submit the complaint to the Operator:
 - a. Complaint related to a service provided by an Affiliate Partner shall be submitted within 14 days.
 - b. Complaint should be as complete as possible, in accordance with provisions included in § 14 appropriate to the type of complaint.
 - c. The Operator has the right not to examine the complaint, without justification, if the order for the related task(s) was not recorded in the Ticket system and is not visible in the Balance.
 - d. Responsibility of the Operator for the use of ES is limited to the value of debits of the Balance made by ES during the last 3 Settlement Periods.
 - e. If a complaint related to an Affiliate Partner is accepted, the Operator shall return funds to the Client's Balance and shall settle the issue with the Affiliate Partner personally.
 - f. The Operator shall examine a Complaint related to an Affiliate Partner within 35 days, using the longer time for case examination and mediation with the Affiliate Partner.
16. The Client may sue the Operator only after exhausting the available complaint proceeding options.

§15 – Warranty for Service Work

1. The Operator grants a warranty for the Service Work performed by it under the terms described in this paragraph.
2. The warranty period is 60 calendar days, counted from the day on which the Operator submitted, in the form of a Ticket, the complete results of work performed as part of the commissioned service work.
3. The warranty for Service works is independent of the Service Warranty. Problems arising as a result of Service works cannot be the reason for submitting the Service complaint, including e.g. its unavailability.
 - a. The subject of the complaint may include, in particular: incompatibility of the effect of work with their subject and purpose, incorrect display in browsers, unjustified execution of work, deviating from the guidelines or design, unjustified failure to perform work, as well as other errors, incompatibilities or problems.
 - b. The Operator is liable for complaints up to the amount of remuneration paid by the Client for given service works. The Operator's responsibility does not include lost profits.
4. Complaints should be submitted in the form of a Ticket which should contain a detailed description of the subject of the complaint and all data that may contribute to the analysis of the problem. After receiving the ticket with a complaint, the Operator will analyze it within 14 business days and notify the Client of its result in the Ticket. If the complaint is accepted, the Operator will also notify the Client about the form and date of its settlement.
5. The Operator reserves the right to refuse to make a substantive analysis of the complaint submitted after the warranty period expires or for other reasons manifestly unfounded. In this situation, the Operator will only notify the Client of the rejection of the complaint, limiting himself to providing reasons as above.
 - a. If the Operator accepts the complaint, they reserve the right to make a unilateral decision whether the problem being the subject of the complaint will be removed free of charge or the Client will receive the refund of remuneration for the service works, while restoring the status before the order.
 - b. In the event of a repair being taken to rectify the problem, the Operator shall carry out this work as a priority. Priority execution means the repair will be carried out before performing subsequent paid services for the Client or other Clients.
 - c. In justified cases, in particular such as: absence of the person responsible for handling the complaint, force majeure - the Operator will indicate a new deadline for removing the problem or may appoint another person to fix the problem.
 - d. In the event of a repair being carried out, the warranty period for these works is 30 days, counted from the date of submitting of the complete results to the Client in the form of a Ticket.
 - e. In the event of multiple repairs, the warranty period is calculated from the submission of the complete results of the work to the last repair.
6. Matters not subject to complaint:

- a. Functional restrictions resulting from objective restrictions in the execution of the order, which neither the Client nor the Operator knew about with due diligence and which implementation would not have been possible to be carried out even by the most expert and experienced person from the Operator's team at that time.
 - b. Restrictions resulting from the general assumptions made regarding carrying out the works (e.g. problems with displaying in particular Internet browsers, intentionally omitted due to too low market share, below 1%).
 - c. Works carried out in accordance with the project, mockups approved by the Client, based on the development of an earlier version.
 - d. Ineffective work of the program, resulting from an increase in the amount of data, unless the exact amount of data was specified in the order and the order included appropriate time to carry out performance tests, and the Operator confirmed that as part of the order, this amount of data is serviceable.
 - e. Problems caused by other programs, add-ons, disruptions, etc., the existence of which the Client did not inform in the order or about the existence of which, at the time of commencing work, the Operator had the right not to know.
7. After the warranty period, the Operator assumes that the work has been carried out as expected by the Client and that he has accepted the work performed. At the same time, to acknowledge that the work has been accepted, no additional confirmation by the Client is required.
 - a. The Client acknowledges that the warranty period is established due to the rationalization of service costs, in particular due to the fact that after the warranty period, it is too expensive, problematic, and sometimes impossible, to determine the causes and source of the problem (caused e.g. by the impact of other modules, programs, changes), and accepts this fact when placing service orders.
 - b. The Operator has the right to refuse, without giving a reason, to analyze the source of the problem, regardless of the type of problem and the source of its occurrence. However, the Client can analyse and remove the problem placing a new order. Such an order should be made in the form of a new Ticket, indicating expectations as to the changes to be made to the Client's website or the program, as a whole.
8. The Operator declares that the performed service works are carried out in accordance with the best intentions, taking into account the arrangements with the Client, own experience, and in accordance with the art, taking into account the principles of scalability, security and possibilities of further development of functionality.
9. If the Client does not agree with the reason for rejecting the complaint, they should file a complaint on a general basis, indicating the number of the Ticket which they wish to make the complaint about. This complaint will be considered under the terms of § 14 of these Terms and Conditions by another person who will verify the assessment of the problem made by the person performing the service work.

§16 – Final provisions

1. The Regulations become effective on the date indicated in their content for all current Customers using the Service. Until these Terms and Conditions come into effect from the date provided, the previously published Terms and Conditions apply. These Terms and Conditions apply to all current Clients from the date provided, with the exception of new Clients who order and activate the Service during the period between these Terms and Conditions are published on the Operator's website and their effective date – in this case the new Terms and Conditions apply immediately.
2. In matters not covered by these Terms and Conditions, provisions of the Civil Code and respective provisions of the Polish law, as well as European Union law, in particular the GDPR, shall apply.
3. To the extent permitted under the relevant legal provisions, any arising disputes shall be settled by the public court of Szczecin, Poland, with the reservation that disputes involving the Consumer shall be settled by a public court having jurisdiction over the place of their residence.
4. The Client is obliged not to infringe intellectual property rights of the Operator as part of the use of unique solutions available within the Service.
5. Should any part of these Terms and Conditions be invalid for any reason, it is to be replaced with a corresponding text, which is valid and equivalent to the intended meaning. The rest of the Terms and Conditions shall remain unaffected and valid.

Annex 1 regarding the provision of IdoPay payment services by the Operator

§1 Definitions:

- 1. Financial market entity** – within the meaning of art. 2 point 3 of the Act of 5 August 2015 on consideration of complaints by financial market entities and the Financial Ombudsman (Journal of Laws of 2019, item 2279, as amended) [Ustawa z dnia 5 sierpnia 2015 r. o rozpatrywaniu reklamacji przez podmioty rynku finansowego i o Rzeczniku Finansowym (Dz.U. 2015 poz. 1348 ze zm.)], meaning the Operator providing services to individuals as a small payment institution – within the meaning of art. 2 point 17b of the Act of 19 August 2011 on payment services and, upon receiving the relevant authorisation, as a domestic payment institution within the meaning of Article 2(16) of the Payment Services Act of 19 August 2011 [ustawa z dnia 19 sierpnia 2011 r. o usługach płatniczych (Dz.U. z 2020 r. poz. 794 ze zm.)].
- 2. Payment service provider** – the Operator providing services to Merchants as a small payment institution - within the meaning of art. 2 point 17b of the Act of 19 August 2011 on payment services and, upon receiving the relevant authorisation, as a domestic payment institution within the meaning of Article 2(16) of the Payment Services Act of 19 August 2011.
- 3. Payment** – transfer of funds made by the Booking Customer as payment to the Acceptor in order to perform a financial obligation arising as a result of a transaction between the Booking Customer and the Acceptor.
- 4. Card** - a payment card issued under Visa or International or MasterCard International systems, admitted to the regulations of these systems for the execution of transactions without physical presence.
- 5. Acceptor** – a Merchant whose Bank Account is used to make Payments using the IdoPay Service.
- 6. Bank Account** – Operator's bank account used to perform the IdoPay Service, to which funds are transferred that Operator accepts in performance of the IdoPay Service for Merchant.
- 7. IdoPay Service** – acquiring service within the meaning of the Payment Services Act of August 19, 2011, provided by the Operator to Merchant to support payments between Merchant and Booking Customer and integrated with the Service.
- 8. Other payment service providers** – Third parties that operate websites or mobile service sites where Booking Customer can make payments to Merchant.
- 9. Chargeback Complaint** – a procedure initiated in certain situations by the Booking Customer, which enables him to recover funds from a disputed card transaction. It is an action resulting from a decision made by the card issuer in relation to the Merchant who accepts payment with cards on the basis of an agreement concluded with the Operator, consisting in charging the Merchant with the value of the disputed transaction or a part thereof.
- 10. IdoPay Terms and Conditions** – the present Terms and Conditions
- 11. Refund** - crediting the Booking Customer's account with the transaction amount by the Operator.

§2 – IdoPay Service

1. Annex 1 is an integral part of the IdoBooking Terms and Conditions and supplements it in the scope of the IdoPay service regulations and together with the IdoBooking Terms and Conditions and applies to the Merchant from the moment the IdoBooking service agreement is concluded or from positive verification of the Merchant by the Operator who has a contract concluded - to enable them to use the IdoPay Service.
2. It is necessary for Merchant to become familiar with this Annex 1 to the Terms and Conditions of the IdoBooking Service as an integral part of the contract between the parties. Any behavior of Merchant and Operator contrary to the content of this Annex 1 to the Terms and Conditions will result directly from the content of Annex 1 to the Terms and Conditions and Terms and Conditions of IdoSell or IdoBooking and applicable law.
3. IdoPay Service is performed by the Operator - IAI Sp. z o.o. in Szczecin using the technological or financing solution of the following other payment service providers or other third parties:
 - a. Blue Media S.A. with its registered office in Sopot at ul. Powstańców Warszawy 6, registered under KRS number 0000320590;
 - b. eCard S. A. with its registered office in Warszawa (00-043) at ul. Czackiego 7/9/11, Warszawa, registered under number KRS: 0000042304;

- c. Krajowa Izba Rozliczeniowa S.A. with its registered office in Warszawa (02-781) at ul. rtm. Witolda Pileckiego 65, registered under number 0000113064,
 - d. Polski Standard Płatności sp. z o. o. with its registered office in Warszawa, at ul. Cypryjska 72, registered under number : 0000493783,
 - e. PayPo sp. z o. o.o. with its registered office in Warszawa, at ul. Domaniewska 37, registered under number 0000575158.
- 4. The Operator will not discuss and will not offer the IdoPay Service to Merchants: (1) who appear in various databases either of payment organizations or publicly available databases and are listed therein as having been objected to by other companies, or who are experiencing financial difficulties, and (2) who offer or wish to offer the opportunity to purchase the following Products:
 - a. containing pornographic content, especially involving persons under the age of 15, content related to the use of violence or the participation of animals;
 - b. items containing content and inciting hatred against national, ethnic, racial, religious differences or because of religious denominations;
 - c. materials that contain content that infringes personal rights of third parties;
 - d. music, movies, software and other products that infringe copyright / intellectual property;
 - e. hazardous chemical substances in pure form, which can be life-threatening, health and environment;
 - f. psychotropic substances and intoxicants, in particular drugs, as well as other substances that are intended to be used as substitutes, regardless of whether the possession and trade in such substances is prohibited by law;
 - g. explosives and pyrotechnics;
 - h. human or animal organs;
 - i. live or dead animal specimens (as well as parts or derivatives thereof) belonging to species included in currently applicable Annexes A- D to Council Regulation (EC) No 338/97 of 9 December 1996 on the protection of species of wild fauna and flora by regulating trade therein;
 - j. counterfeit products, i.e. Products or services marked in a way that may mislead Booking Customers as to their origin, quantity, quality, ingredients, performance methods, suitability, applicability, repair, maintenance or other relevant product features;
 - k. software adapted to carry out activities that violate the law or decency, including:
 - containing computer viruses;
 - enabling to download information about a computer user without their knowledge;
 - used to remove blockades and passwords from desktops and portable hard drives and other storage media and car radios, as well as information and services related to the removal or establishment of such blockages;
 - enabling the generation of e-mail addresses from websites or enabling the mass sending of messages to users of websites, messages, etc. who have not given their consent;
 - l. instructions and addresses of websites (links) and FTP servers, in particular containing information enabling or facilitating:
 - creating or taking possession of hazardous materials;
 - violating applicable law and those whose possession is prohibited;
 - violation of applicable law;
 - m. personal data or e-mail list;
 - n. services and items related to participation in the so-called Financial pyramids, i.e. financial structures created on the basis of acquiring new members, where the main (or exclusive) source of profit is the entry fees they pay;
 - o. weapons and ammunition whose possession or trade requires obtaining appropriate authorization or registration, and gas throwers, including pepper spray, regardless of whether their possession or trade is restricted by law;
 - p. mp3, pornography, gambling, lotteries;
 - q. handling of electronic money, in particular cryptocurrency;
 - r. advisory services;
 - s. prescription drugs, drug-related accessories;

§ 3 – Merchant's obligations

1. The Merchant undertakes to provide payment options to all Booking Customers using its website and to place logotypes of other payment service providers, through which Booking Customer can make payments for purchased goods or services. In addition, the Merchant is obliged to comply with the regulations of Visa and Mastercard payment organizations - regarding payment card acceptance procedures.
2. The Merchant undertakes not to apply, in the case of card payments, higher prices than those used for other forms of payment.
3. The Merchant is required to provide the Booking Customer with a receipt or invoice confirming the transaction, which must be issued and delivered to the Booking Customer in accordance with the law.
4. All reservation items in a given administration panel should be managed by the Merchant or by persons authorized to act on their behalf. In particular, the Merchant should be indicated in the terms and conditions of the reservation items as the entity obliged under the sales agreement with the Booking Customer. If the Operator finds a different state of affairs, the Operator has the right to disable the IdoPay service for the entire panel. The above also applies to Merchant's operations in the form of branches.
5. The Acceptor undertakes to inform the Operator about:
 - a. any events related to the transactions made with the use of the Cards at the Acceptor's, which would indicate an attempted or committed criminal act by Shop's customers,
 - b. about all changes related to the conducted activity, in particular about changes of contact details and any other changes affecting the acceptance of transactions.
6. The Acceptor undertakes to post and maintain in the online service a short information about the Operator, consisting of the Operator's logotype.
7. The Acceptor will sell services to Booking Customers who pay with Cards without any restrictions. The Acceptor undertakes not to conduct activities consisting in providing other entities with access to the Services provided by the Operator to the Acceptor. The Acceptor represents that the Acceptor's products comply with the category of goods and services provided by the Acceptor during the Acceptor registration process with the Operator. The Acceptor declares that the products sold by the Acceptor using the Partner's solutions are free from any defects and will not infringe or threaten to infringe the rights of third parties, in particular proprietary copyrights and moral rights.
8. Merchant undertakes to place the following information in the websites:
 - a. the website of the Acceptor should visibly present information about the possibility of making transactions with Payment Cards and display the VISA and MasterCard logos in full colors.
 - b. The layout and design of the Acceptor's website should allow the Booking Customer easy and unlimited access to all required information.
 - c. The following information should be available in the Acceptor's website:
 - Full name and address of the Acceptor's registered office;
 - Contact details of the Acceptor (e-mail address, telephone number);
 - Information on all available payment methods;
 - Regulations describing the terms of purchase and delivery of goods / services, with particular emphasis on: delivery methods offered by the Acceptor, information on full delivery costs, possible export restrictions, conditions for complaints or returning goods / services and the possibility for the customer to withdraw from the transaction, information on the forms of personal data protection used by the Acceptor.
 - d. Before making the transaction, the Booking Customer must confirm that he has read the above regulations, for example by using the "I accept" button displayed.
 - e. In addition, it is recommended to provide the Shop's customer making a transaction with a payment card with information that allows the CVV2 / CVC2 code to be found on the card.
 - f. All the above information should be available in Polish.
 - g. It is recommended that - when the Acceptor's website offers services in foreign languages - all the

aaforementioned information should also be available in appropriate translations.

- h.** If the Acceptor calculates surcharges for transactions made with MasterCard cards related to the costs of servicing payments, the Acceptor's website should contain information about their amount and the method of calculation. The amount of additional payments should correspond to the real costs incurred by the Acceptor. It is forbidden to add surcharges to transactions made with Visa cards, unless the relevant surcharges are added to all payments made using other electronic payment methods available at the Acceptor.
- i.** All descriptions of goods / services offered on the Acceptor's website should be available in Polish.
- j.** The description of the good / service should contain at least:
 - Name of the good / service;
 - Description of the main functional quality;
 - The name of the manufacturer or importer;
 - The price with the currency and information whether it includes VAT.
- k.** It is recommended to use as complete and accurate descriptions as possible in order to minimize the risk of complaints.
- l.** The Acceptor's Shop may not contain any content or materials prohibited by applicable law in Poland.
- m.** The Acceptor's website may not contain any pornographic content or materials.

§ 4 – Merchant's specific obligations in the field of recurring payments, OneClick payments and MO / TO payments.

- 1.** If Merchant uses the following payment processing functionality within the IdoPay Service by the Booking Customer:
 - a.** Recurring Payments type, executed on the basis of a standing order of the Cardholder ("Recurring Payments");
 - b.** Credential-on-File type, implemented in order to enable Booking Customers (Cardholders) to initiate Transactions for Merchants using the saved details of the Booking Customers' payment card ("One Click Payments");
 - c.** Mail Order / Telephone Order ("MO / TO") - Operator will allow the Merchant to accept non-cash payments in Polish zlotys made with Cards, via the MO / TO system. The term "MO / TO" is understood as a system for handling Authorizations without the physical presence of the Card. The order to debit the Card takes place by providing the Booking Customer with his Card details via a secured website, - the provisions of this section apply.
- 2.** Transactions under Recurring Payments and One Click Payments will be carried out only after prior registration of the Cardholder in the Operator's website (or the entity through which Operator handles Transactions). The registration will be for the purpose of proving that the Booking Customer requesting the Recurring Payment or One Click Payment is the eligible holder of the Card to be charged. As a result of the positive registration of the Cardholder, Operator will provide the Merchant with a unique number identifying the Card ("Token"), with the use of which it will be possible to process One Click Payments. Before registering the Card on the transaction website, the Merchant is obliged to obtain from the Booking Customer consent to regularly charge fees by launching the Recurring Payments or One Click Payments service. The above consent is stored on the Operator's website.
- 3.** The agreement concluded between the Acceptor and the Cardholder in order to launch the Recurring Payments service in the Acceptor's website must include in particular:
 - a.** the amount and date of debiting the Card,
 - b.** information whether the above data is constant or variable (and if so, according to what key or how changes can be made),
 - c.** indication of the agreed communication channel between the Acceptor and the Booking Customer.

4. The Acceptor - via the Operator's Service - must provide the Booking Customer with a simple and easily accessible way to cancel / withdraw from the Recurring Payments and One Click Payments service. If the Booking Customer resigns from the Recurring Payments service, the Acceptor may not use the received Token to make further Transactions.
5. If:
 - a. any trial period or promotion for the Recurring Payments or One Click Payments service has ended,
 - b. the terms or conditions for performing Recurring Payments or One Click Payments have changed,
 - c. in accordance with the regulations of the International Payment Organizations, the consent of the Cardholder for subsequent charges as part of Recurring Payments expires, expires or requires renewal

- the Acceptor is obliged - using the Operator's Service - to conduct the process of obtaining consent for the execution of Recurring Payments with the Booking Customer again or One Click Payments and Card registration.
6. The Acceptor - by using the Operator's Service - undertakes to properly secure all data related to the processing of the Transaction under this Agreement, in particular regarding the Token, so that they are not used by unauthorized persons, contrary to their purpose. Operator has the right to check the manner in which this data is stored.
7. The Acceptor undertakes that during the term of the agreement they will meet all the necessary requirements and rules for the protection of information regarding payment cards specified in the PCI-DSS (Payment Card Industry Data Security Standard) standards, published on the website www.pcisecuritystandards.org, in particular, the Acceptor will submit appropriate verification to confirm compliance with the PCI-DSS standards, according to the rules set out therein and to the extent depending on the number of transactions made with payment cards by the Acceptor in a given period. During the term of the Agreement, the Acceptor is obliged to provide, at each request of an Operator, the appropriate completed SAQ form, signed in accordance with the rules of representation or by a person authorized to act on behalf of the Acceptor.
8. The Acceptor undertakes to use the MO / TO software in accordance with the technical documentation and not to modify it without consulting Operator. In the event of a breach of these obligations, Operator may discontinue technical support. The Merchant undertakes to implement and follow the security procedures agreed with Operator related to the storage of Card data. The Acceptor undertakes, at Operator's request, to make available all security procedures related to the activities related to this agreement. The Acceptor will also provide Operator with the possibility to audit the security of the systems in which Card data is stored (if the Acceptor has access to them). The Acceptor will bear all liability, including penalties imposed by International Payment Organizations, in the event that data stored in Acceptor's systems is leaked and / or used to carry out fraudulent transactions.

§ 5 – The method of concluding and implementing the contract for the provision of the IdoPay Service as well as the rights and obligations of the Operator

1. Unless these Terms and Conditions provide otherwise - the contract is concluded through the tools on the Operator's website in the following steps: familiarizing with the provisions of the applicable Terms and Conditions and Price List, placing the order, accepting the provisions of the Terms and Conditions with Annexes and Price List, which form an integral part of the contract, making the payment of the Activation Fee. In addition, a Merchant is asked to complete the KYC survey in consecutive steps and attach the relevant documents. Then the person representing or authorized to act on behalf of the Merchant - approves the contract and the completed survey – with the generated PIN. After the Operator made a positive verification of data and documents presented by Merchant in the abovementioned survey - the IdoBooking agreement is concluded and the IdoPay Service is activated.
2. In order to apply financial security measures against Merchants having concluded IdoBooking service contracts - they will be asked within the time limit set by seven logins to the Administration Panel - to

complete the KYC survey available in the CSC and accept it - with an individual PIN. The Operator's inability to verify the Merchant due to: failure to complete the KYC survey, incorrect completion and its correction, despite being contacted by the Operator, failure to contact Merchant - will terminate the concluded IdoBooking agreement in the part regarding the IdoPay Service with the immediate effect. Termination of the contract in the part concerning the IdoPay Service - will be followed by a message. § 3 section 13 shall apply accordingly.

3. In the case of contract assignment - the Assignee completes the KYC survey; the Assignee completes the KYC questionnaire in the manner described in section 1, the positive verification result made by a person authorized by the Operator - at the same time constitutes the Operator's consent to the assignment of the Administration panel.
4. The Operator being an obligated institution within the meaning of Article 2 sec. 1 point 3 of the Polish Act on counteracting money laundering and financing of terrorism of 1 March 2018 (Journal of Laws of 2019, item 1115 as amended) [ustawa z dnia 1 marca 2018 r. o przeciwdziałaniu praniu pieniędzy oraz finansowaniu terroryzmu (Dz.U. z 2019 r. poz. 1115 ze zm.)] applies financial security measures to a Merchant.
5. Financial security measures include, among others
 - a. Merchant identification and verification of their identity;
 - b. identification of the real beneficiary and undertaking justified actions in order to:
 - verify their identity,
 - establish the ownership and control structure - in the case of Merchant who is a legal person.
6. The Operator, applying the financial security measures referred to in section 5 above, identifies the person authorized to act on behalf of a Merchant and verifies their identity and authority to act on behalf of the Merchant.
7. Merchant identification consists in establishing in the case of:
 - a. a natural person conducting business activity:
 - name and surname,
 - citizenship,
 - the number of the personal identification number (PESEL) or date of birth - if no PESEL number was issued, and the country of birth,
 - series and number of the document confirming the person's identity,
 - home address,
 - name (business name), VAT number and main address of the place of business activity;
 - b. legal person:
 - name (company name),
 - organizational form,
 - the address of the registered office or business address,
 - VAT number, and in the absence of such a number - the state of registration, commercial register as well as the number and date of registration,
 - identification data referred to in section 7 letter a indent 1 and 3 of a person, who represents this legal person or an organizational unit without legal personality.
8. The identification of the real beneficiary includes determining the data referred to in section 7 letter a, indent 1 and 2, and if the Operator already has this information - also the data referred to in section 7 letter a, indent 3 – 5.
9. The identification of the person authorized to act on behalf of a Merchant includes the determination of the data referred to in section 7 letter a, indent 1-4.
10. Verification of the identity of a Merchant, the person authorized to act on their behalf and the real

beneficiary consists in confirming the established identification data on the basis of a document confirming the identity of a natural person, a document containing current data from an extract from the relevant register or other documents, data or information from reliable and independent source.

11. Identification of the Merchant, real beneficiary or a person authorized to act on behalf of the Merchant takes place by completing the KYC Survey and is obligatory for each Merchant. In addition, the Merchant is obliged to provide, at the request of the Operator conducting verification activities, other documents, data or information and provide any explanations.
12. For the purposes of applying financial security measures, the Operator may process the information contained in the identity documents of Merchant, real beneficiary and the person authorized to act on their behalf and make copies thereof. The data will be stored and processed by the Operator no longer than necessary for the implementation of the above-mentioned objectives and statutory obligations.
13. In order to perform the IdoPay service and only to the extent that it is necessary (e.g. ID granted by a card organization) - the Operator may transfer Merchant's personal data to other payment service providers, who will become independent administrators of this data.
14. In addition, the Operator, being obliged to use internal procedures aimed at preventing the use of the Service for money laundering or terrorist financing - reserves the right to apply cyclical and ad hoc financial security measures. For this purpose, the Operator may request the Merchant to provide relevant explanations, submit documents, etc. An explicit or implied refusal or lack of response on the part of Merchant will be seen as the impossibility of applying financial security measures implying the need to terminate economic relations. In this situation, the Operator on the basis of internal procedures will consider whether the inability to apply financial security measures will result in the need to notify the Polish Chief Financial Information Inspector [Generalny Inspektor Informacji Finansowej].
15. IdoPay payment services are available only to verified Merchants from Poland and certain European Union countries, provided that they fully comply with the e-commerce laws applicable in Poland.
 - a. As part of the IdoPay service, Merchant may only use bank accounts verified by the Operator and maintained by suppliers based in Poland.
 - b. The procedures for verifying the correctness of bank accounts and their owners shall be established by the Operator and may be changed over time. For security reasons, the Operator is not obliged to publish and inform Merchants about the current verification procedures or their changes.
16. If Merchant uses payment card payments, they cannot process data related to payment cards, acquire or sell such data. Merchant undertakes, throughout the entire period of using the Main Service and IdoPay, not to use payment card order information for purposes other than accepting payments for products, services or access to content offered only through the Merchant and the reservation system, for whose service is provided. The above Merchant commitment also applies to people associated with the Merchant.
17. The Operator in the provision of the IdoPay service is responsible for the security of payment card data, which for the needs of the service provided, holds, processes, transfers on behalf of the Booking Customer and to the extent that it can affect the security of this data. To this end, the Operator is required to comply with the requirements of the Payment Card Industry Data Security Standard (PCI DSS) and to verify the above for annual audits.
18. The Operator handles the processes of chargeback complaints and the performance of obligations arising in connection with such complaints and Refunds resulting from the activities of Acceptors. If eCard provides an instruction to deduct the amount advertised by the card issuer of the transaction (chargeback), the Operator deducts the amount advertised from the current payments due to the Acceptors. If the payment to Merchant was made via a card, the refund procedure is carried out the same way.
19. The Merchant shall be able to access at the CSC, on an ongoing basis and free of charge, information:
 - a. enabling the identification of the payment transaction and, where applicable, the payee;
 - b. about the amount of the payment transaction in the currency in which the payer's payment account was debited or in the currency in which the payment order was submitted;

- c. the amount of any charges for the payment transaction and, where applicable, a breakdown thereof, or information about interest payable by the payer
 - d. the exchange rate used in the payment transaction by the payer's provider and the amount of the payment transaction after that currency conversion if the payment transaction involved currency conversion
 - e. about the value date used for debiting the account or about the date of receipt of the payment order.
20. The Operator shall provide the Services covered by these Terms and Conditions on the terms indicated in the Price List available on the Operator's website. All fees and commissions for the Operator are collected automatically from the funds transferred to Merchant resulting from the IdoPay service provided by the Operator.

§ 6 Risk management

1. The Operator acting as a payment service provider under the risk management system, takes risk mitigation measures and introduces control mechanisms to manage operational risk and security breach risk in the provision of payment services, in particular by:
 - a. maintaining an effective incident management procedure, including for the purpose of detecting and classifying serious operational incidents and security-related incidents, including those of an IT nature;
 - b. ongoing assessment and updating of procedures in the area of operational and security risk management, including ICT security, as well as ongoing assessment of risk mitigation measures and control mechanisms.
2. If a serious operational incident or a security related incident, including the one of an IT nature, has or may have an impact on the financial interests of Merchants, the Operator shall without undue delay notify the incident of users using its services and inform them of available measures that they can take to limit the negative effects of the incident.
3. As regards in the provision of services by the Operator as a Payment Service Provider, the parties exclude the application of the provisions of the section II of the Act of 19 August 2011 on payment services (Journal of Laws of 2019, item 659, as amended), with the exception of the article 32a.

§ 7 – Suspension of the transaction, notification to the relevant authorities

1. The Operator is not a party to electronically concluded sale or reservation purchase agreements between the Booking Customer and the Acceptor and is not responsible for the performance of such concluded contracts or their validity.
2. This Annex 1 to the Regulations does not regulate and does not affect the rules on the basis of which the Customer is obliged to pay fees related to:
 - a. execution of the Payment order under contracts concluded with the Booking Customer's Bank or the Acceptor;
 - b. incurring costs of data transmission over the Internet related to the use of the Service.
3. These Regulations do not regulate and do not affect the rights and obligations of the Client and the Client's Bank arising from their legal relationships, in particular related to:
 - a. maintaining and servicing a Bank Account;
 - b. reexecution of Payment orders, including the non-irrevocable payment order by the Bank of the Client for intra-bank or interbank settlements for Payments on the next settlement day following the day of submitting to Operator information about the submission of the Payment order by the Client.
4. The Operator reserves the right to suspend the transaction and notify:
 - a. the General Inspector of Financial Supervision in the event of reasonable suspicion that a specific transaction may be related to money laundering and terrorist financing;
 - b. the competent prosecutor in the case of reasonable suspicion that the assets subject to the transaction originate from a crime other than the crime of money laundering or terrorist financing or a tax crime or are connected with a crime other than the crime of money laundering or terrorist financing or with a tax crime;

§ 8 – Complaint procedure

1. Complaints may be submitted:
 - a. in writing form in person at the Operator's headquarters or by post to the address of the Operator's headquarters,
 - b. in oral form by phone or in person during a client's visit to the Operator's headquarters, whereby the Operator draws up a written report on the basis of a complaint submitted in person at the company's headquarters,
 - c. in electronic form via the Ticketing system or by e-mail to office@idosell.com.
2. The Operator will consider the Complaint within 15 days from its delivery, and then send the Client a response indicating the decision and its justification:
 - a. in written form – by post sent to the Client's address indicated in the application (by default),
 - b. in electronic form – by e-mail sent to the Client's address indicated in the application (only at the Client's request).
3. In particularly complicated cases preventing the consideration of a complaint and providing an answer within the time limit referred to in point 2, the Operator:
 - a. explains the reason for the delay;
 - b. indicates the circumstances that must be determined in order to consider the case;
 - c. specifies the expected date for considering the complaint and providing a response, no longer than 35 business days from the date of the complaint receipt.
4. To comply with the deadlines referred to in section 2 and section 3 letter c, it is sufficient to send responses before their expiry, and in the case of responses given in writing - to send them to the post office of a designated operator within the meaning of art. 3 point 13 of the Act of 23 November 2012 - Postal Law (Journal of Laws of 2017, item 1481 and of 2018, items 106, 138 and 650) [Ustawa z dnia 23 listopada 2012 r. Prawo pocztowe (Dz.U. z 2012 r. poz. 1529 ze zm.)].
5. In the event of failure to meet the deadline set out in section 2, and in certain cases the deadline set out in section 3 letter c, the complaint shall be considered in accordance with the will of the Client.
6. The response to the complaint should include in particular:
 - a. factual and legal justification, unless the complaint was examined in accordance with the will of the client;
 - b. comprehensive information on the position of the financial market entity regarding the objections raised, including an indication of the relevant fragments of the adequate standard contract or contract;
 - c. name and surname of the person providing the answer indicating his / her official position;
 - d. specification of the time limit within which the claim raised in the complaint examined in accordance with the will of the client will be implemented, no longer than 30 days from the day the reply is prepared.
7. If the claims arising from the client's complaint are not taken into account, the content of the reply should also include information on the possibility of:
 - a. appeal against the position contained in the reply, if the Operator provides for an appeal procedure, as well as how to lodge this appeal;
 - b. use a mediation institution or an arbitral tribunal or other mechanism for amicable settlement of disputes, if the Operator provides for such a possibility;
 - c. requesting the Financial Ombudsman to examine the case;
 - d. bringing an action to a common court with an indication of the entity that should be sued and the court with territorial jurisdiction to hear the case.
8. The Operator informs that the Client has the right to submit a request to examine the case to the Financial Ombudsman (<https://rf.gov.pl>). The Financial Ombudsman is an entity authorized to settle out-of-court consumer disputes as well as disputes between entrepreneurs regarding the provision of financial services. Disputes arising from the provision of payment services at the request of the Client may also be resolved by the Arbitration Court at the Polish Financial Supervision Authority (<https://www.knf.gov.pl>-> the "Arbitration Court" tab). Detailed information on amicable dispute resolution is available at <http://www.polubowne.uokik.gov.pl>. The customer who is a consumer is also provided with an electronic link to the ODR platform regarding out-of-court dispute resolution between consumers and entrepreneurs: <https://ec.europa.eu/odr>.
9. The Merchant is obliged to store all paper and electronic documents related to each transaction for a

period of not less than 3 years, in particular a copy of the invoice confirming the transaction, reliable confirmation of delivery to the Customer of the goods or service being the subject of the transaction for which payment is made; or justification for non-delivery. The above documents and other requests Merchant is obliged to present immediately at each Operator's request (no later than within 3 business days of the Operator submitting the request), in particular in the event of a chargeback complaint. Untimely submission of documents and information requested or their failure to provide is tantamount to considering the complaint and charging the Merchant with the amount of the transaction being claimed. The Merchant undertakes to pay an additional chargeback fee for the benefit of the Operator for each chargeback complaint filed by the Booking Customer. If the chargeback complaint is accepted, the Merchant will be charged with the value of the processed transaction which the chargeback was related to. The Merchant agrees to automatically deduct chargeback fees and transaction amounts from the CSC balance in the event of a recognized chargeback complaint. In particular, the Operator may secure a certain amount on the CSC balance against the procedures related to chargeback complaints. If the CSC balance is negative (debit) or the PAY service will be discontinued, in order to settle the chargeback complaint, the Operator has the right to top up the CSC balance with funds from the Merchant's balance, including funds coming from withdrawals directly to the account.

§7 - Rules of liability

1. The Operator is in no way responsible for any incorrect processing of the order or reservation by the Acceptor on behalf of the Booking Customer
2. As part of the reservation in the IdoBooking, the Merchant has the option of making subsequent charges to the card only and only in situations and under the terms of the contract between the Merchant and its Booking Customer. The Merchant is solely responsible for all activities and their effects related to the implementation of subsequent charges on the card.
3. The Operator is liable for non-performance or improper performance of Services on the principles set out in the Act of 19 August 2011 on payment services (Journal of Laws of 2019, item 659, as amended).
4. The Operator is liable for damage resulting from non-performance or improper performance of its obligations under the Agreement in accordance with the provisions of the Civil Code.
5. The Operator's liability for damages is limited only to actual, documented losses and does not include benefits that the injured party could achieve if the damage had not occurred.