

# IdoBooking Terms and Conditions

Effective from 12<sup>th</sup> of September 2025

## §1 – Definitions

1. **The Operator** – IdoBooking Spółka z ograniczoną odpowiedzialnością [IdoBooking limited liability company] 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: 00001118562, the tax identification number (NIP): 8522710288, the statistical identification number (REGON): 529324888, with the share capital of 200.000,00 PLN.
2. **The Operator's website** – the website located at the following address: [www.idobooking.com](http://www.idobooking.com)
3. **The Service or Operator's Service** - IdoBooking service provided for the Client by the Operator in the SaaS model (Software as a Service), which allows for management of Reservations and conducting sales of Reservations on the Internet
4. **The Client** – a Consumer, a legal person, a sole trader, 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. The Service to a Client who is a sole trader is of a professional nature for the Client. If one entity orders multiple Administration Panels, each Administration Panel is to be deemed as a separate Client.
5. **Consumer** - a natural person making a legal transaction with the entrepreneur which is not directly related to his/her economic or professional activity.
6. **The Booking Client** – a natural person, legal person or organizational unit without legal personality, to whom the law grants legal capacity, making a reservation via the Client's website or Booking Engine using the Operator's Service.
7. **Terms and Conditions** – these regulations, applicable to both the service provided by the Operator and the Affiliate Partner.
8. **API** - an open programming interface with which programs running on systems other than the Operator's cloud communicate, including applications written by the Operator but installed on IT, digital and telecommunications devices controlled by the Client, or individually written applications developed by the Client's programmers.
9. **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.
10. **Activation Fee** – fee paid in advance by the Client for activating the Service.
11. **Additional Fee** - an ad hoc fee paid for services listed in the price list under "additional fees", charged at the Client's request or automatically, when the Service quantity limits are exceeded.
12. **Service Maintenance Fee** - a fee charged for maintaining the Service on the Operator's servers after the due date of the VAT invoice has been exceeded until the full amount due from the VAT invoice has been paid.
13. **Accommodation Place** - each element of the Client's offer that will be entered by him/her into the Service as potentially possible to sell to the Booking Client, regardless of its set parameters.
14. **Third Party** – a legal person, an individual or an organization without legal identity that is not a Client.
15. **Domain** – a sequence of alphanumerical symbols, unique within the Internet, which identifies an Internet site.
16. **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.
17. **Price list of the Service** – detailed list of services with their prices, including administrative fees, service fees, and additional fees, provided on the website of the Operator. The Price list of the Service also includes fees incurred to the Third Party Payment Service Provider. If an Affiliate Partner provides services to the Client, they may use their own Price list in relation to services provided.

- 18. 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.
- 19. Spam** – an application sent by e-mail or installed on the computer of the Booking Client, which was not the subject of the recipient's order. In relation to a Ticket, repeated sending of the same message or sending of messages unrelated to the Service is considered Spam.
- 20. Administration Panel** – a management tool for the Service which requires Authorization data.
- 21. 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.
- 22. Data Act** – Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonised (EU) 2023/2854 of 13 December 2023 on harmonised rules on fair access to and use of data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828 (Data Act).
- 23. Billing data** – data of the Client's company. This data must be verified by the Operator, along with information on whether the Client is a VAT payer.
- 24. Booking Engine** - an interface for presenting offers, making reservations and purchasing places or services dedicated to Booking Clients providing customized visual and navigational features.
- 25. Business Card Page** - the Client's website launched using the Service, presenting the Client's accommodations and all information regarding the offer, which enables booking through Booking Engine.
- 26. 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).
- 27. Minimum Balance** - the level of balance after which the Operator has no obligation to provide the Service, including the display of Booking Engine.
- 28. Operator's Account** – a bank account or an online payment system account designated by the Operator as appropriate for payment for the Service in a given Settlement Currency.
- 29. Settlement Period** – a period for which a Service Fee was invoiced. A standard settlement period is one calendar month.
- 30. IdoBooking blog** – an information sharing system for all Clients who use the Service. 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.
- 31. 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.
- 32. 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.
- 33. 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.
- 34. 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.
- 35. 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 account to be managed, Tickets to be created and tracked, as well as for the performance of other activities.
- 36. 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.
- 36. Channel Manager** - functionalities of the Service that enable automatic integration with external systems aggregating accommodation offers, operated by Third Parties.

- 37.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).
- 38.Reservation** - the ordering of an Accommodation by the Booking Client, in accordance with the Client's offer.
- 39.Service works** – works commissioned to the Operator in the form of a 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.
- 40.CSC balance** – a record of the history of operations conducted between the Client and Booking Clients (including, in particular, deposits made through IdoPay services), showing the current difference between the balance of deposits and the balance of withdrawals made by the Client. The balance level is understood as the difference between deposits and withdrawals.
- 41.Total payment cost** - the sum of all commissions and fees incurred by the Operator to process payments to the Client under the IdoPay service.
- 42.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.
- 43.Third Party Payment Services Provider** - IdoPayments sp. z o. o., which is entered in the register of small payment institutions under number IP54/2022, providing the acquiring service within the meaning of the Payment Services Act of 19 August 2011.
- 44.Mobile number** – a phone number mandatorily provided by the Client when concluding the contract, to which the Operator sends a PIN number to enable the Client to sign documents, make changes and enter data requiring proof of identity.
- 45.Trade credit** - the so-called post-paid, permissible level of negative Balance granted on a discretionary basis by the Operator.
- 46.Key functionalities** - features of the Service relating to the display of the Business Card Site to the Booking Client, the possibility of its indexing by Internet search engines, as well as the ability to make Reservations and payments.
- 47.DSA** – Digital Services Act; Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market For Digital Services and amending Directive 2000/31/EC.
- 48.Intermediary Service Supplier** – an entity providing an indirect service within the meaning of Art. 3 (g) point i-iii of the DSA, i.e. one of the following information society services:
- (i) a “mere conduit” service, consisting of the transmission in a communication network of information provided by a recipient of the service, or the provision of access to a communication network;
  - (ii) a ‘caching’ service, consisting of the transmission in a communication network of information provided by a recipient of the service, involving the automatic, intermediate and temporary storage of that information, performed for the sole purpose of making more efficient the information's onward transmission to other recipients upon their request;
  - (iii) a „hosting” service, consisting of the storage of information provided by, and at the request of, a recipient of the service
- Due to the Service provided, the Operator is both a hosting service provider, and an Online Platform service provider.
- 49.Online Platform** - within the meaning of Art. 3 letter (i) of the DSA, means a hosting service that, at the request of a recipient of the service, stores and disseminates information.
- 50.Recipient of the service** - within the meaning of Art. 3 letter (b) of the DSA, means any natural or legal person who uses an intermediary service, in particular for the purposes of seeking information or making it accessible;
- 51.Illegal content** - within the meaning of Art. 3 letter (h) of the DSA, means any information that, in itself or in relation to an activity, including the sale of products or the provision of services, is not in compliance with Union law or the law of any Member State which is in compliance with Union law, irrespective of the precise subject matter or nature of that law;

**52. Terms and conditions** – within the meaning of Art. 3 letter (u) of the DSA, means all clauses, irrespective of their name or form, which govern the contractual relationship between the provider of intermediary services and the recipients of the service. With respect to the Service, it is these IdoBooking Terms and Conditions.

**53. Content moderation** - as defined in Article 3 lit. (t) of the DSA, means actions, whether or not automated, taken by intermediate service providers (Operator) that are aimed, in particular, at detecting, identifying and combating illegal content or information that does not comply with the terms of use of their services, provided by recipients of the Service (Client), including measures implemented that affect the availability, visibility and reachability of such illegal content or information, such as preventing access to it or removing it, or that affect the ability of recipients of the Service to provide such information, such as shutting down or blocking the Service (Client).

## §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 following Terms and Conditions and the 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 – Conclusion of the Contract with the Client

1. The conclusion of the contract for the Service takes place through the tools located on the Operator's Website in the following steps: filling out the form with true and current Billing Data, accepting the provisions of the Terms and Conditions and the Price List, which are an integral part of the concluded contract for the Service, clicking the "Order" button, and making the first payment. The moment the "Order" button is clicked, the Service agreement between the Client and the Operator is concluded. Once the Activation Fee is posted, the Service is activated. The Contract for the Service is concluded for an indefinite period of time. In order to confirm the data, the Client is obliged to generate, in documentary form, the contract form at the CSC. When concluding an agreement with the Operator, there is a simultaneous conclusion of an agreement with a Third Party Payment Provider, which will provide the Client with the acquiring payment service IdoPay, which supports making payments by the Booking Client and is integrated with the IdoBooking Service. The Operator shall be the proxy of the Third Party Payment Service Provider at the stage of conclusion and termination of the agreement with the Third Party Payment Service Provider.
2. By concluding the 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. 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 Operator reserves the right to refuse concluding the Agreement with the Client, if the Client 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, the Client will not be charged any fees.
5. 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 outlined in the Terms and Conditions.
6. The Operator grants the Client a 30-day Trial Period, starting from the moment of Activation of the Service, during which the Client can 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 trial period via a Ticket, the funds for the Subscription Fee shall be returned.
  - b. During the Trial Period, no commission shall be charged for all completed online reservations.
7. 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 to whom the Client has granted a power of attorney, with the consent of the Operator – under pain of nullity.

#### **§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) or point (f) of the GDPR, for the purpose of providing the Service by the Operator and issuing accounting documents, as well as on the basis of Article 6, paragraph 1, point (a) or (f) of the GDPR on the processing of the Client's personal data for direct 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) or point (f) 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. IdoBooking Sp. z o.o. with its registered office in Szczecin, Aleja Piastów 30, 71-064 Szczecin, 91 443 66 60, [sales@idobooking.com](mailto:sales@idobooking.com).
5. The Operator shall 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 '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 intend 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 's data, including data of Booking Clients, 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 cannot use this data for purposes other than those specified in § 4, sec. 1 and 2 of the Terms and Conditions.
11. The recipients of personal data processed by the Operator are the Operator's business partners, hosting companies, online payment operators and other entities to which the Operator entrusts or makes available the processing of the Customer's personal data in order to provide the Service.
12. 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 Client. The Client agrees that the Operator may pass on to the Partner anonymised data about the Client's activities, including in particular: the subject of activity, length of sales using the Operator's solutions, sales value, number of transactions and returns. The Operator may provide the Client with an initial offer from the Partner - for the purpose of preparing such an offer, however the Operator does not provide the Partner with the Client 's data. Client



data will be transmitted to and processed by the Partner only for the purpose of preparing an optimal offer of services provided to the Client. At no stage before the Client gives active consent will the Partner have information about the entity to which the data belongs. In the event of active marketing consent for a given Partner or group of Partners, the Operator will provide the Partner with the Client's contact details (name and surname / name of the Client, phone number and e-mail) in order to enable direct contact between the Partner and the Client. The current list of Partners is available on the idobooking.com website.

13. Unless the Client raises an objection, the Operator has the right to publish the Client's basic data (company name, website address) on the Operator's reference list. At the Client's request, the Operator undertakes to immediately remove the Client's data from the reference list.
14. If the Client was acquired for the Operator by an Affiliate Partner (also designated as an IAI Bronze Affiliate Partner), the data about his/her payments will be visible to the acquiring partner, for the purpose of billing in the affiliate program. If the Client does not agree to the transfer of information about his/her payments to the Operator's partner, he/she may make a statement to that effect in Writing form, which will simultaneously terminate the payment of the Affiliate Partner commission. By enabling the integration module with Third Party services via the Service, or by integrating the Service independently with Third Party services, the Client provides the Third Party with his/her own personal data and the personal data of the Booking Clients acting on the basis of the Software used as part of the Service, independently and at his/her own risk. 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.
15. When using the Affiliate Partner External Services, the Client entrusts Affiliate Partners with the processing of personal data of Booking Clients 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.
16. 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. Any rights to the Service or the Operator's software enabling the operation of the 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 software in order to be exported.
17. The Operator displays the technical board in cases of: maintenance work, breakdowns, blocking of the Booking Engine or the Service for three months following termination of the Service agreement. The Customer agrees to the display of Billing Data.
18. The Operator is obliged to obey the privacy policy published on the Operator's website.
19. 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 the Operator in the "Information on processing of personal data compliant with the GDPR" tab available on the Operator's website.

#### **§4a – Entrusting data processing to the Operator**

1. The Client declares that he/she is the administrator of the personal data of the Booking Clients 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 agreeing to the implementation of the Service and accepting these Regulations, the Client entrusts the Operator with the processing of personal data of their Booking Clients, employees, collaborators and contractors acting on the basis of the Software used by them as part of the Service and the personal data of their employees, collaborators and contractors made available to the Operator for the purpose of implementing the Service and for its duration, in terms of their storage, recording, development and sharing. The Client entrusts the Operator with the following data of their Booking Clients: first name, last name, registered office address, correspondence address, e-mail address, telephone number, Tax Identification Number, bank account number or other personal data, the provision of which is necessary to complete the purchase and which the Client requires to be provided in the booking process.

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 (data subprocessing). The Client agrees that the Operator may use the following subprocessors: hosting companies, subcontractors, marketing service providers, partners providing services necessary for the provision of the Operator's services. The amendment of this list does not constitute an amendment to these Terms and Conditions. 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. In the absence of an objection from the Client, the Client is deemed to have consented. If the Client objects, the Operator may terminate the Contract with immediate effect.
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 paragraph 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 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 will provide 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 submits, through the Ticket system, requests to audit the Operator or review the Data Protection Policy to the Operator's Data Protection Officer.
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. a reasonable start date, scope and duration, and the 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 on their (the Client's) own.

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 and the Booking Clients 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 of the Client simultaneously 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 § 4 sec. 18 apply accordingly.

## **§5 – Invoices, settlements and balance**

1. After each Settlement Period The Operator shall issue a VAT invoice with the Client is obliged to pay by the date indicated therein.
2. The day of payment is considered to be the day the transfer is posted to the Operator's Account. If the Client is a Consumer, then the day of payment is considered to be the day the transfer is posted on his/her Account.
3. 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 handling fee is charged to the Operator's Account, it may be deducted from the Client's Balance.
  - c. At the request of the Client the Operator shall provide access to a statement from the Operator's Account to prove all additional charges and commissions.
  - d. If the Client does not comply with guidelines provided in the CSC, in particular if they do not comply with the suggested title and method of payment, the Operator is not responsible for errors or delays in clearance of payments.
  - e. In the event of an incorrectly or incompletely described payment making it difficult to identify, the Operator reserves the right to withhold the payment until the correct Customer is identified and, if necessary, to refund it to the sender's account, deducting a fee in the amount corresponding to the costs of the operation. 4. Settlements between the Operator and the Client may be based on Trade Credit. The amount of Trade Credit is determined individually based on the analysis of the Client's needs and payment capabilities. The change or withdrawal of the Trade Credit will be notified to the Client by the Operator by Tickets.

### **5. Additional rules:**

1. After the due date of a VAT invoice, if it is unpaid in full or when the Balance limit is exceeded, Client may be restricted from using the Service.
2. After 14 days starting from the due date of a VAT invoice, if it is not paid in full, the Operator may terminate the contract through the fault of the Client as a result of overdue payments.
3. For each day of delay in payment of a VAT invoice, the Operator shall be entitled to add to the next VAT invoice an additional fee for maintaining the Service, in the contractual amount of 0.038% of the total amount of the VAT invoice (13.87% per annum) for each day of delay. The number of days late is equal to the difference between the due date and the date the VAT invoice is paid in full. Unless otherwise agreed by the parties, partial payment of a VAT invoice does not reduce the number of days late.
6. If the Client makes a payment that exceeds the amount of invoices to be paid (overpayment), the Operator is entitled to refund the difference between the payment and the sum of invoices to be paid.



- a. Refunds are only made to verified, in accordance with the Operator's procedure, bank accounts available in the SEPA banking system or accounts in other payment systems that are used by the Operator. Handling fees collected by Banks and other transaction systems are always charged to the Client.
  - b. Refunds are made only to bank accounts available in the SEPA banking system or accounts in other payment systems that are used by Operator. Processing fees charged by Banks and other transaction systems are always charged to the Client.
  - c. Refund requests cannot apply to works and tasks the cost of which has been accepted by the Client and work on them has been started but not completed until the cooperation ends. The additional fee charged for such tasks is non-refundable.
7. VAT invoices are issued in electronic form without signature and exchanged via the EDI system available through CSC. 8. The Operator declares that the electronic data exchange provided by him meets the standards of the agreement on the European EDI model described in Article 1 of the European Commission Recommendation of 19.10.2004 No. 1994/820/EC relating to the legal aspects of electronic data exchange (Official Journal of the European Union L 338 of 28 December 1994). The procedures used in the above mentioned exchange shall guarantee the authenticity of the invoice origin and integrity of data.
9. Balance is decreased by:
- a. Recurring fees which are charged at the start of each settlement period.
  - b. Commission calculated 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. Posting a payment.
  - b. Receiving a bonus or reimbursements after valid Client complaints.
  - c. Completion of a paid task for which the cost of completion was found to be lower than the upper accepted cost. The balance is increased by the difference between the upper accepted cost and the accrued cost.
11. 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.
12. The Operator indicates an appropriate Operator's Account for each Settlement Currency.
13. 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 with the Terms and Conditions and the Price list.
14. The Client has the option of making payments to the Operator via payment cards based on a standing order allowing for these payments to be made in an automated manner. Recurring payments will be launched on condition that the Client consents to the collection of funds from the payment card indicated by him/her until the Client revokes this consent. If the card cannot be charged, the Client will be asked by the Operator to take action to make the payment himself/herself.
15. If the Client fails to provide and verify with the Operator his/her bank account number before the expiration or termination of the Agreement with the Operator, in accordance with the Operator's procedure, the funds accumulated on the CSC balance are forfeited to the Operator - after the expiration of the statute of limitations for the Client's claim for payment of such funds.
16. In a situation where the Client has at least one VAT invoice required and not paid in full to the Operator, the Operator may apply to the Third Party Payment Provider to collect the Client's funds to cover the aforementioned payment arrears from: (i) the Idopay Balance or (ii) from the Client's payment card and transfer such funds to the Operator, to which the Client agrees pursuant to this provision.

**§6 – Changes to the Contract and Terms**

1. The new version of the Terms and Conditions and the Price List shall be effective until amended. The Operator reserves the right to make changes to the Terms and Conditions and Price List at any time. Effective notification of a change in the Terms and Conditions or Price List shall be understood as publication in the IdoBooking Blog message system.
2. The Operator will inform the Client on the main page of the Administration Panel, through the IdoBooking Blog system, of any changes in the Terms and Conditions or the Price List, as well as the addition and modification of the operation of elements of the Service that are significant in the opinion of the Operator.
3. The Operator has the right to make changes to the Terms and Conditions as well as to the Price list during the term of the Contract:
  - a. The Client will be informed of a planned change to the Terms and Conditions or to the Price list at least one Billing Period in advance.
  - b. The Client has the right to refuse to accept the new Regulations and Price List before the date of the proposed effective date of the changes. Failure to accept the new Terms and Conditions or Price List is tantamount to giving notice on general terms, calculated from the date of receipt of the refusal to accept the new Terms and Conditions or Price List in the form of a Ticket or in writing. The Client has the right to indicate in this situation a notice period of one, two or three months, effective at the end of the month. In the absence of indication of a notice period, it is assumed that the notice period is 3 months.
  - c. If a notice of termination is given, prior to the effective date of the new Price List and Terms and Conditions, if expressly indicated by the Client, the Terms and Conditions and Price List in effect on the date of the notice will apply.
  - d. Changes in the functionality of the Service are not subject to retention of the previous version or functionality in the event of termination, unless they prevent the Client from the normal operation of the Service, i.e. conducting online sales.
  - e. Changes in the functionality of the Service with respect to integrated Third Party services, are not subject to retention in the previous version or functionality in the event of termination.
4. The Client may change or request changes to the parameters of the Service using the Administration Panel and CSC.
5. 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:
  - a. when The Client did not meet the termination deadline.
  - b. In connection with the maintenance of the Service in accordance with § 5.5(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.
6. The Operator provides the Client with Price Lists in four Billing Currencies
7. If the Client changes the Settlement Currency while 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. Within 5 business days, the Operator will calculate the value of the Balance at the average exchange rate announced for a given currency by the National Bank of Poland on the day preceding the conversion date.
  - b. The Client may not submit an application for a refund of the excess Balance resulting from conversion in accordance with § 6 sec. 8 letter a in the manner described in § 5 sec. 6.

- §7 – Contract termination**
1. The Agreement may be terminated by the Client with a minimum of two or three months' notice, effective at the end of the month. Termination of the Agreement by the Operator shall be subject to a three-month notice period, effective at the end of the month by means of a unilateral statement made via a Ticket, which does not require confirmation by the Client.
  2. Termination of the contract by the Client, otherwise being null and void, shall be carried out through the CSC either in documentary form or in writing sent to the Operator's registered address.

3. During the notice period, any uncompleted work ordered by the Client, if not completed before the end of the notice period, will be billed as if it had been completed in the last month of the notice period.
4. Client is obliged to provide correct Billing Data throughout the duration of the Contract.
5. The Operator reserves the right to terminate the Contract by a unilateral statement, not requiring confirmation by the Client, made in a Ticket with immediate effect, at the fault of the Client if:
  - a. Provisions of the Terms and Conditions are infringed by the Client, 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 infringed, including the Client selling illegal services, from illegal sources, sending spam or there being a suspicion of fraud or criminal offence;
  - c. The Service is used contrary to its designation or the Client acts intentionally to cause damage to the Operator.
  - d. The Client has provided false Billing Data, failed to update it, deleted the business activity from the relevant register, and expressed the objection referred to in §4a.7.
6. If the Client is a Consumer, they are entitled to the same rights as delineated in sec. 5 above.
7. 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 later than within three months from the date of termination of the Contract or 14 days from the receipt of request from the Client in a Written form.
8. 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. 3 letter b, cancelling the request equates to the updated Terms and Conditions and Price list being accepted by the Client.
9. If the Client is a Consumer, by accepting the following Terms and Conditions, they express their consent to commence the performance of the Service, the subject of which is the delivery of digital content, that is not recorded on any tangible medium, before the expiry of the deadline for withdrawal from the contract, and they declare that they have been informed of the loss of the right to withdraw from the contract in the circumstances described in Article 38, sec.1 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 Change of Service Provider**

1. Pursuant to the Data Act, under the terms specified in this paragraph, the Customer is entitled to submit a request for:
  - a. a change of service provider within the scope of the Operator's Service;
  - b. transfer of exportable data and digital assets originating from the Service relating to the Customer (hereinafter referred to as 'Data') to local ICT infrastructure;
  - c. deletion of exportable data and digital assets originating from the Service relating to the Customer, i.e. to initiate a process known as the 'Change Process'.
2. Submission of the request referred to in paragraph 1 shall be tantamount to the Customer giving notice of termination of the contract with two months' notice, subject to paragraph 7.
3. Within 30 days of the expiry of the notice period (hereinafter referred to as the 'Transition Period'), the Operator undertakes to support the Customer in the Change Process by:
  - a. providing all relevant information regarding the Data;
  - b. providing tools enabling the export of Data from the Service in a commonly used machine-readable format;
  - c. in the case referred to in paragraph 1(a), cooperating with the new provider to ensure continuity of service provision.
4. The Customer shall have the right to submit a single request for an extension of the Transition Period, in which the Customer shall indicate the proposed extension period and the reasons for the extension.
5. The contract shall be deemed terminated and the Customer shall be notified of its termination on the following dates:

- a. after the successful completion of the Change Process, in the cases referred to in paragraph 1(a) and (b);
  - b. after the expiry of the notice period, in the case referred to in paragraph 1(c).
6. The Customer is obliged to notify the Operator of the successful completion of the Change Process in the cases referred to in section 1 points a and b.
7. In the cases referred to in section 1 points a and b, with regard to contracts concluded for a fixed term:
  - a. indefinite:
    - 1) when the Customer notifies the Operator of the successful completion of the Change Process, the Contract shall be terminated on the date of receipt of the notification by the Operator, of which the Operator shall immediately notify the Customer in accordance with section 5;
    - 2) if the Customer fails to notify the Operator of the successful completion of the Change Process by the end of the Transition Period, the contract shall not be terminated and shall remain in force under the existing terms and conditions;
  - b. definite:
    - 1) if the Customer notifies the Operator of the successful completion of the Change Process, the contract shall be terminated on the date of receipt of the notification by the Operator, of which the Operator shall immediately notify the Customer in accordance with section 5;
    - 2) if the Customer fails to notify the Operator of the successful completion of the Change Process by the end of the Transition Period:
      - a) if the original term of the contract has not yet expired, the contract shall not be terminated and shall remain in force under the existing terms and conditions;
      - b) if the original term of the contract has expired, the contract shall be terminated on the expiry date.
8. Detailed specification of all categories of data and digital assets, including all exportable data:
  - a. which can be transferred during the Change Process and;
  - b. which are excluded from transfer as part of the Change Processare specified at: <https://www.idobooking.com/pl/dostep-i-przenoszenie-danych-w-idobooking-zgodnie-z-data-act/>.
9. After the Transition Period expires, the Operator shall provide the Customer with the opportunity to download Exportable Data and digital assets from the Service relating to them for a period of 30 calendar days (hereinafter referred to as the 'Availability Period').
10. Upon expiry of the Access Period, the Operator shall completely delete all Exportable Data and digital assets from the Service generated by or directly related to the Customer, provided that the Change Process has been successfully completed.
11. In the cases described in this paragraph, the Operator undertakes to support the Customer's exit strategy with regard to the Service. Relevant information about this process is available at: <https://www.idobooking.com/pl/dostep-i-przenoszenie-danych-w-idobooking-zgodnie-z-data-act/>.
12. The Operator is entitled to charge the Customer fees for changing the provider:
  - a. for providing the Service to the Customer during the Transition Period – in this case, the fee for each month will be equal to the Subscription Fee and Additional Fees (if the Customer uses them);
  - b. if the termination of the fixed-term contract, in connection with the Customer's request referred to in section 1, occurs before the expiry of the contractual term of the Contract – in this case, the fee will be equal to the quotient of the sum of the Subscription Fee and Additional Fees (if the Customer uses them) and the number of months remaining until the end of the term of the contract contract  $[(\text{Subscription Fee} + \text{Additional Fees}) \times \text{number of months remaining until the end of the term of the contract}]$ ; if the contract is terminated during the month, the fee in question will be calculated proportionally;
  - c. if the termination of a fixed-term contract, in connection with the Customer's request referred to in section 1, occurs after the expiry of the contractual term of the contract, the fee will be equal to the quotient of the sum of the Subscription Fee and Additional Fees (if the Customer uses them) and the number of months remaining until the end of the contract term  $[(\text{Subscription Fee} + \text{Additional Fees}) \times \text{number of months remaining until the end of the contract}]$ ; if the contract is terminated during the month, the fee in question will be calculated proportionally.



**§ 9 – 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 or 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 Accommodation places, the Operator has the right to change the Client's Subscription fee to an individually calculated model.
7. 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.
8. Under the Commission-based model, in addition to the subscription charged every twelve Billing Periods, a Commission of 2% of the total value of a reservation made by Booking Engine, or one received from a Booking Partner or by a Channel Manager is charged in each Billing Period and is executed when a down payment is made, or when a reservation becomes completed, after the departure date, even if it is not indicated in the Administration Panel that the reservation is paid. In special cases:
  - a. If payment is made by wire transfer to the Client's account, the commission in full value is charged regardless of whether the transfer is completed, unless the Client marks the order in the Administration Panel as cancelled.
  - b. In any case, if the Booking is made as a “non-refundable booking”, the Operator charges a commission.
  - c. No commission is charged on bookings added directly through the Administration Panel or via the mobile app.
  - d. In the event that the Client is found to be cheating or circumventing the Pricelist by adding bookings or manipulating the sources of booking or their statuses, the Operator has the right to consider that all similar bookings have been made in violation of the Rules, and to charge the Client a commission according to the Pricelist. Upon detection of the abuse, the Operator reserves the right to change the Commission Subscription to the Flat Subscription.
9. If the Operator, at the request of the Client, changes the Subscription model during a Billing 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 Billing Period, counting from the day when the Subscription Model was changed, shall be returned to the Balance. New Subscription fee will be charged to the Balance after being calculated proportionally to the number of days that remained until the end of a given Billing Period, from the day when the change took place.
10. Service Fee covers exclusively the remuneration for the usage of the Service. It does not cover costs related to obtaining access to the Service, telecommunication charges, purchase of hardware or software for the use of the Service, purchase of a custom domain, design of websites or configuration of a computer system in the Client's office.
11. Depending on the form of cooperation between the Operator and the Client, if
  - a. the Client is a Consumer, then:
    - Online payment services provided by a Third Party Payment Service Provider are not available to him/her.
    - In the Commission-based model, commission is always charged. Exceptions can be made only if the Client issues a Ticket with a proof that the Booking did not take place due to the fault of the Booking Client, and in the case of payment for the booking by the Booking Client, the funds were returned. In this case, the Operator shall refund the Commission to the Client's Balance.

- The Client can use online payment gateways integrated with the Service on the basis of their own agreement concluded with the Third Party service provider.
  - The Operator has the right to refuse to issue the Commission return, if they have reasonable doubts as to the authenticity of reservation cancellation circumstances presented by the Client.
  - The Operator has 14 days to review the request for commission refund. Should the Client complete any documents, they will be informed about it by the Operator via the Ticketing system. The time of awaiting the Client's response may proportionally prolong the process of reviewing the request.
  - The Client is obliged to issue a refund request no later than 7 days from the date of commencement of the Booking in the manner indicated. The Operator has the right to refuse reviewing any request made later than the said period.
- b. The Client is a Trader, who conducts business activities outside of Poland and the European Union, they are provided with the Service in the Commission-based model on the same terms as Consumers, in accordance with the provisions delineated in the letter a above.
12. If the Operator and the Client have not signed an implementation agreement indicating the scope, cost or functionality of the implementation, it is assumed that any modifications agreed between the Operator and the Client shall be implemented under the general rules set forth in the Price List.
13. If, after the Client accepts the task regarding the implementation package, the Client submits a resignation statement or other statement, the content or intention of which is the lack of will to continue cooperation in this respect, or the Client's attitude, in particular lack of contact, lack of response to Tickets - indicates the above, the funds paid by the Client for the Implementation Package shall be returned proportionally to the performed work, except for situations where the resignation occurs due to the fault of the Operator.
14. The use of prepared logos, Business Card Page designs or Business Card templates in fields of exploitation other than the use of the Service requires the purchase of an additional license, the scope and prices of which are set forth in the Price List. The use of materials prepared within the Service does not require an additional licence and such licence is included in the fees for the Service.
15. In the case of Server overload, which prevents or slows down browsing, the Operator shall have the right, without prior warning, to temporarily and automatically block non-key functionalities of the Service, in particular to temporarily limit the availability of API or other functions requiring high computing power, so that the Service can perform tasks involving the operation of key functionalities.
16. The Operator provides updates of graphic templates for WWW sites in the standard format, free of charge. In the graphic templates of the Websites created by the Client independently or by the Operator at the Client's request, as part of the Implementation Work - updates may not fully cover all components of the graphic template of the Website. In this situation, the Client is obliged to adapt the graphic template of the Website to the applicable legal regulations.

## **§ 10 – Detailed conditions for subscription services and technical support**

1. The Operator may provide Additional Services regulated in 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 Terms and Conditions referring to them provide otherwise, is carried out in accordance with the general principles described in these Terms and Conditions.
  - d. The Operator has the right to refuse to provide Additional Services, as well as to restrict or disable Client's access to any Additional Service, without giving any reason, without affecting the Client's use of the main Service.

2. The Operator provides the Client with information necessary for the proper use of the Service and provides technical support for the Service:
  - a. The operator provides technical support in Polish or English.
  - b. Tickets are the primary form of technical support.
  - c. At determined hours, under the scope of standard technical support, the Operator also offers an online helpline. If the discussed issue requires documentation or transfer of data, the Operator may refuse to solve the issue online and direct the Client to make contact via Tickets in the CSC.
  - d. The Operator has the right to refuse or limit the provision of technical support if the Client uses language or other means of expression generally considered offensive or indecent.
  - e. The Operator has the right to refuse to provide technical support for an integrated Third Party service if the Operator enables the Customer to download transmission records between the Service and the integrated Third Party service, and this service has been integrated in accordance with the provided technical specification prepared by the provider of this service. In such a case, the Customer should contact the Third Party that provides the integrated service for technical support.
  - f. The Operator has the right to refuse to provide technical support for a Service function marked "withdrawn" or "discontinued", if such a note remains with the Service function for more than 30 days.
  - g. The subject of technical support, in particular, does not include activities such as:
    1. checking and debugging the Client's programs that use the Service API, as well as providing advice and training on the use of the API itself, in addition to the materials available as documentation.
    2. checking and debugging HTML, JavaScript and CSS codes or texts as a result of independent translations, added by the Client, as add-ons to the Business Card Page created by the Operator or during editing of the Business Card Page code by the Client.
    3. checking the correctness of programs operating via API, used by the Client, created by the Client or by Third Parties at the Client's request.
    4. The Operator is not obliged to give answers as part of the technical support provided:
      - 1) the questions concern the operation of programs other than those provided as part of the Service or programs in versions other than those officially supported by the Operator,
      - 2) the answer requires the preparation of complex research or studies exposing the Operator to unjustified expenses,
      - 3) the question was sent in a form other than via Ticket, in particular in the form of an e-mail or was asked by a person who did not have access to the Administration Panel.
3. Tickets available via the CSC are the primary form of communication between the Client and the Operator. Both parties are bound to regularly check, read and reply to the Tickets. All provisions, agreements or commissions made through Tickets have the effect as statements made in written or in a Document Form and are binding from the moment they are confirmed by the other party.
4. If the Operator makes it possible to create Critical Tickets, [the Operator] has the right to define in the Ticket system is 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. Booking Engine 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.
5. 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.

6. If the Client submits a request for urgent repair of a failure that prevents the implementation of Key Functions, the Operator has the right, after removing the cause of the failure and determining that the failure was caused by a cause attributable to the Client, to charge a fee, as in the case of ordering a service task under general principles.
  7. 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, and 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.
    - 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. The Client has the right to withdraw the order at any time, in which case the Operator retains remuneration proportional to the scope of work performed.
    - f. If it is necessary to test and document any additional functionality, in particular Individual Applications written at the Client's request, the time for testing and preparation of manuals or documentation shall be included in the paid time for execution of the task.
  2. Individual paid Service works require accepting by the Client the upper cost of their realization.
    - a. Completing the task correctly and in accordance with the established scope closes the possibility of filing a complaint about the cost of performing the task
    - b. 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 cannot 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 "WhiteLabel" service for the entire period.

4. The Operator has the right to place an additional information page in the Widget, concerning the Operator's services, also containing links to the Operator's corporate website. The Operator has the right to refuse, without giving a reason, any request to change or remove the information page, provided that 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, the Operator 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 Billing 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. The Client should contact the Third Party before the integration is enabled, unless information provided on the Third Party's website states otherwise.
  - b. The Client should always check whether the course of the integration was correct.
  - c. In the event of a breakdown, the Client should provide the Operator with all information necessary for verification, including data saved on a disk or transferred, where possible.

## **§12 – Responsibilities of the Operator**

1. The total, aggregate liability of the Operator, under all titles, regardless of the legal or actual basis of the claim, for damage caused to the Client by non-performance or improper performance of the Service, is limited to the amount of the monthly Subscription Fee in the month in which the damage occurred.
2. 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 be liable under the above provisions does not include any profits lost by the Client, unless the Client is a Consumer.
4. The Operator shall not be responsible for damages caused as a result of:
  - a. Lack of continuous availability of the Service not caused by the Operator.
  - b. Incorrect use of the Service by the Client
  - 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, epidemic, pandemic 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.
- 5. The provisions of section 5 letter a shall not apply to Clients who are Consumers.
- 6. 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.
- 7. 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').
- 8. The Operator shall not be responsible for loss of Authorization Data, or any use of such data by an unauthorized party. 9. 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.
- 10. 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. 11. 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.
- 12. The Operator is not obliged to train the Client on the use of the Service.
- 13. 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.
- 14. 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.

15. 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 the 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.

### **§13 – Complaint proceedings**

1. The Client may pursue claims against the Operator in court after exhausting the complaint procedure.
2. The right to file a complaint is available to the Client who has a contract with the Operator or to the Client who had one at the time of the event that is the subject of the complaint.
3. The Operator has the right to reject the complaint in its entirety or reduce the amount of compensation, in the event of a culpable lack of continuity in the provision of the Service, to the amount resulting from the time of the lack of continuity in the provision of the Service, counted from the moment of effective reporting of the failure by the Client to the Operator, if the nature of the fault was such that the Operator was unable to detect it independently with standard monitoring.
4. A complaint can be accepted in whole or partially in accordance with §16 of the Terms and Conditions. 5. A complaint submitted in connection with the non-performance or improper performance of the Service should be prepared exclusively via the Support Centre, in the form of a dedicated Ticket, and include:
  - a. the number of the Ticket or task to which the complaint relates
  - b. necessary documentation needed to verify the application,
  - c. the subject of the complaint and a description of the circumstances relating to the subject of the complaint.

The deadline for filing a complaint is limited to 14 days from the date of the event justifying the complaint, under penalty of refusal to consider the complaint. The Operator may ask the Client to provide additional information within the specified deadline, under penalty of refusal to consider the complaint in the event of ineffective expiry.

6. If the subject of the complaint is the amount of time worked to perform a paid task, the basis for considering the complaint is the record of the course of performing the task. The task execution log must include the name and surname of the Operator's employee performing the task, the precise start time of individual activities, the end time, the number of time units worked and a short description of the activities performed. The total time spent on performing the task is equal to the total time of individual activities. The Operator has the right to add to the time of performing the task the time needed for personal or telephone conversations with the Client, reading extensive specifications prepared by the Client, searching for photos, fonts or other files not sent by the Client but required for performing the tasks, correcting texts containing language errors. 7. Solutions, services or applications created at the Client's request in the "Time&Material" mode, going beyond the standard scope of the Service, which the Operator additionally provides to the Client, are not subject to the Operator's liability, unless the Operator and the Client agree otherwise in separate documents. The Operator, to the extent possible and depending on the arrangements, will create solutions going beyond the standard scope of the Service so that the Client can co-administer, monitor or secure them.

8. The deadline for filing a complaint regarding an invoice issued in accordance with § 5 section 1 is 14 days from the date of invoice issue. If the complaint is filed later, and if the complaint is accepted, the invoice will not be changed and the difference in amount will be added to the Balance.
9. The deadline for filing a complaint to debit the balance with the Subscription Fee or Additional Fee is 14 days from the date of accrual. If the complaint is accepted, the Client's Balance will be credited with the amount found to be legitimate during the processing of the complaint.
10. If access to Tickets is not possible, the complaint should be made in writing and sent to the Operator's registered address.
11. 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.
12. In the event of ordering work performed by an Affiliate Partner indicated by the Client or using the services of Affiliate Partner External Services (APES), the Client should first direct the complaint via Ticket to the Affiliate Partner. In the event of an ineffective complaint, the Client may file a complaint with 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 APES is limited to the value of debits of the Balance made by APES 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.
13. The Client may sue the Operator only after exhausting the available complaint proceeding options.

#### §14 Warranty for Service Work

1. The Operator provides a guarantee for the Service Works performed by The Operator on the principles described in this paragraph. The Operator's liability under the guarantee is excluded, except for Consumers.
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. **The subject of the complaint may be in particular:** incorrect display in browsers, performance of work not in accordance with the Guidelines, unjustified failure to perform work. The Operator shall be liable for accepted complaints only up to the amount of the fee paid by the Client for the given Service Work. The Operator's liability 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.
  - 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 state prior to 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, counting 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 limitations resulting from objective limitations in the execution of the order, the existence of which was unknown to either the Client or the Operator, despite exercising due diligence, and the execution of which would not have been possible even by the most proficient 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 2%)
  - c. Work performed in accordance with the Guidelines accepted by the Client
  - d. Inefficient operation of the program resulting from an increase in the amount of data (this does not apply to situations where the order specified the exact amount of data for which the executed order was to work and the order provided time for performing performance tests, and the Operator confirmed that such an amount of data could be handled within the scope of the executed order).
  - 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 the Client 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. 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 according to the general principles set out in § 14 of these Terms and Conditions.

**§15 – Final provisions** 1. The Regulations become effective on the date indicated in their content for all current Clients using the Service. Until these Terms and Conditions come into effect from the date provided, the previously published Terms and Conditions apply. The new Terms and Conditions enter into force on the effective date indicated in their content for all current Clients using the Service, except for Clients who ordered and activated the Service in the period between the publication of new Terms and Conditions and the effective date indicated in their content - for these Clients, 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. Any information provided by the Client to the Operator as suggestions for improvements or the introduction of new functionalities is voluntary and its provision to the Operator, unless the parties decide otherwise in separate agreements, means a waiver of rights to rights, licenses or shares in the benefits achieved through the use of the resulting improvements or new products.

4. 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 Client shall be settled by a public court having jurisdiction over the place of their residence.
5. 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.
6. The invalidity of any provision of the Terms and Conditions does not cause the invalidity of the entire Terms and Conditions, but only results in the repeal of the invalid provision of the Terms and Conditions, which will be replaced by valid provisions that are closest to the intentions of the parties.

## **§16 – Content Moderation**

### **1. Reporting illegal content**

1. The Operator recognizes in particular the following information as illegal content:
  - a. terrorist content within the meaning of Art. 2 point 7 of Regulation (EU) 2021/784 of the European Parliament and of the Council of 29 April 2021 on addressing the dissemination of terrorist content online (OJ L 172, 17.5.2021, p. 79);
  - b. vulgar content, including erotic content, content promoting racism or persecution on ethnic, cultural or religious grounds;
  - c. content that violates applicable law, including DSA, or facilitates and/or promotes criminal activities;
  - d. content violating the principles of social coexistence or content promoting such violations;
  - e. content violating the rights of third parties, including personal rights, intellectual property rights, copyrights, consumer protection rights, trade secrets, etc.;
  - f. any other content that in any way hinders or prevents the proper use or implementation of the Service
2. Reporting illegal content to the Operator is done via an electronic form, available on the Operator's website at: <https://www.idobooking.com/en/dsa>.
3. In the event of the notification referred to above (2.), the Operator will immediately send the third party a confirmation of receipt of the notification, to the e-mail address provided in the form.
4. After receiving the report, the Operator will immediately take steps to carefully assess the illegal nature of the activity or information covered by the report. The Operator notifies the Third Party submitting the notification referred to in section 2, about the decision made in relation to the information covered by the notification, while providing information on the possibility of appealing against the decision made by the Operator. 5. For the purposes of the Terms and Conditions, the Operator reserves that information constituting illegal content referred to in paragraph 1 also constitutes information that is inconsistent with the terms of use of services (Terms and Conditions).

### **2. Restrictions applied to Clients who provide illegal content or information against the Terms of use of the Services**

1. If the Operator makes a decision regarding the information referred to in § 17.1.2, which results in the fact that the reported information constitutes illegal content, the Operator is entitled to, in relation to the Client providing illegal content, the following permissions:

- a) limiting the possibility of using the Service in part or in whole, or preventing access to the content, after sending a warning message to the Client, along with a request to remove information considered illegal content within 3 days from the date of receipt of the above-mentioned warning;
- b) termination of the provision of the Service to the Client by terminating the Agreement with immediate effect, referred to in § 7 section 6 of the Regulations.

### **3. The right to file a complaint against the Operator's decision regarding reporting illegal content**

1. Upon the Operator's decision made on the basis of the notification referred to in § 16.1.2., the Client affected by the decision, as well as the Third Party who submitted the notification referred to in § 16.1.2., has the right to submit a complaint.
2. The right referred to in section 1, expires after 6 months, starting from the date of notifying the Client or Third Party about the decision made by the Operator regarding the notification.
3. Complaints should be submitted electronically to the address provided by the Operator: [dsaantiterror@iaisa.com](mailto:dsaantiterror@iaisa.com). Filing a complaint is free of charge.

4. Along with the right to submit a complaint, the entities indicated in section 1, are entitled, in accordance with Art. 21 section 1 DSA, to choose any extrajudicial dispute resolution body, which has been certified by the digital services coordinator, to resolve a dispute regarding a decision made by the Operator.
5. The Operator deals with complaints in a timely, non-discriminatory, objective and non-arbitrary manner. If a complaint submitted by the entity referred to in section 1 contains sufficient reasons for the Operator to consider, that its decision not to take action in response to the report referred to in § 18.1.2 is unjustified, or that the information referred to in the complaint is not illegal, or contains information indicating that the action of the complainant does not justify the measure taken, the Operator shall, without undue delay, repeal the decision made on the basis of the notification referred to in § 16.1.2.
6. In the case referred to in section 5, the Operator shall, without undue delay, inform the entity referred to in section 1, of the decision and the statement of reasons, and on the possibility of out-of-court settlement of disputes provided for in Art. 21 section 1 DSA and about other available appeal options.
7. The Operator will make every effort to ensure that the decisions referred to in section 6, are made under the supervision of appropriately qualified personnel.

#### **4. Abuse of rights**

1. The Operator, each time assessing whether the notification referred to in § 16.1. 2., or the complaint referred to in § 16.3.1. constitutes abuse of their rights by Third Parties, takes into account the following circumstances:
  - a) the absolute number of manifestly illegal content or manifestly unfounded reports or complaints that were properly transmitted, made or filed during the relevant period;
  - b) the relative ratio of such number to the total number of information or notifications respectively transmitted or made during the relevant period;
  - c) the gravity of the abuse, including the nature of the illegal content, and its consequences;
  - d) the intention of the Service recipient, person, entity or complainant, if it can be determined.