

# IdoBooking Terms and Conditions

Effective from 1<sup>st</sup> of November 2021

## §1 – Definitions

1. **The Operator** – IAI Sp. S.A. in Szczecin, with headquarters in Poland, al. Piastów 30, 71-064 Szczecin; entered into the Business Register maintained by the District Court for the City of Szczecin, XIII Commercial Department of the National Court Register (KRS), under number: 0000891870, the tax identification number (NIP): 5252767146, the statistical identification number (REGON): 381595506, with the share capital of 820.000,00 PLN.
2. **The Operator's website** – the website located at the following address: [www.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 to host websites or embed Widgets to make online reservations.
4. **The Client** – a legal person, a natural person, or an organizational unit without legal personality, with the capacity to enter into commitments in its own name and acquire rights, who has concluded a contract for a Service or is in the process of concluding such a contract or an assignment agreement. Client may use the Service only for the purposes of and in connection with its business or farming operations. If one entity orders multiple Administration Panels, Client is deemed to use each Administration Panel separately.
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 Customer** – a natural person, a legal entity or an organizational unit without legal personality, which is granted legal capacity by the law, making a reservation through the website or a Client's widget using the Operator Service.
7. **Terms and Conditions** – These Terms and Conditions of the Service, effective for the service provided both by the Operator and an Affiliate Partner.
8. **Log** – the diary of events within the Service, WWW server or any other component of the Service.
9. **API** – an open programming interface used by Third Party Services (outside of the IdoBooking cloud), including applications written by the Operator but installed on computers devices controlled by the Client or custom applications, created by programmers of the Client's programmers .
10. **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.
11. **First payment** – remuneration for activation of the Service, paid by the Client in advance.
12. **Additional fee** – a fee paid immediately for services listed on the Price list, invoiced at Client's 's request or automatically, when quantitative limits of the Service are exceeded.
13. **Reservation item** – each element of the Client's 's offer which is potentially available for booking by the Booking Customer, regardless of its parameters.
14. **Third Party** – a legal person, an individual or an organization without legal identity, not related directly to the Client , or to the Operator.
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** – detailed list of services with their prices, including administrative fees, service fees, and additional fees, provided on the website of the Operator. The Pricelist 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** – mail sent by electronic means, which was not the subject of the order of the addressee. In relation

- to a Ticket, multiple sending of the same message or sending of messages not related to Service is regarded as spam.
- 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. Billing data** – data of the Client's company. These data must be verified by the Operator's, together with information whether the Client is a VAT payer.
  - 23. Service Maintenance Fee** - the fee charged for maintaining the Service on the Operator's servers after the due of a VAT invoice or a pro-forma invoice has been exceeded until the amount due resulting from the VAT invoice or the pro-forma invoice has been paid in full.
  - 24. Widget** – an interface for offer presentation and an online reservation tool for Booking Customer..
  - 25. 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).
  - 26. Minimum Balance** – when this balance level is reached, the Operator is not obliged to provide the Service, including the displaying of the Widget.
  - 27. Operator's Account** – bank account, indicated by the Operator for payments for the Service in the Settlement currency.
  - 28. Settlement Period** – a period for which a Service Fee was invoiced. A standard settlement period is one calendar month beginning from the first day of each month. If the first day of the service is not the first day of the month, then the first month the Settlement Period lasts from the day of the commencement of the service till the last day of that month.
  - 29. 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.
  - 30. 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.
  - 31. 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.
  - 32. 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.
  - 33. 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.
  - 34. CSC (Client Service Centre)** – a separate part of the Operator's website which requires Authorization Data to gain access. It allows for the Client's 's account to be managed, Tickets to be created and tracked and to perform other activities not directly related to the management of the Site..
  - 35. 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** – a Service function which enables for an automated integration with external OTA services, operated by a Third party.
  - 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. Service works** – works commissioned to the Operator in the form of Ticket by the Client, performed in the Time & Material model, the purpose of which is to adjust the parameters and functionality of the

service to the individual needs of the Client .

- 39. Contract Work** - an agreement under which the Client commissions, in the form of messages to the Operator, work carried out in the Time & Material model, consisting of modifications, mainly to the mask template, which are performed on specific contract days by an individually dedicated specialist from the Web Developer Coders team (referred to as WDC Specialist).
- 40. CSC balance** – a record of the history of operations carried out between the Client and their Clients – Booking Customers (including in particular deposits made via IdoPay and Broker respectively), showing the current difference between the state of deposits and the state of withdrawals made by Client. The balance level is understood as the difference between deposits and withdrawals.
- 41. 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.
- 42. Mobile number** – a mandatory telephone number provided by the Client when concluding the agreement, to which the Operator sends the PIN number.
- 43. Third Party Payment Services Provider** - IdoPayments sp. z o. o., which is entered in the register of small payment institutions under number MIP98/2021, providing the acquiring service within the meaning of the Payment Services Act of 19 August 2011.

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

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

1. Unless these Terms and Conditions provide otherwise, the contract is concluded through the tools available on the Operator's website in the following steps: reading the provisions of the applicable Terms and Conditions and Price List, accepting the provisions of the applicable Terms and Conditions and Price List, which are an integral part of the concluded contract, placing the order, making the payment of the First payment , and concluding the Agreement via the CSC. After posting the Activation Fee to the Operator – the Service is activated. The concluded agreement is for an indefinite period. The Client is obliged to generate form of agreement in Document form from CSC. When concluding an agreement with the Operator, at the same time - under the separate Terms and conditions and with the Client fulfilling the conditions indicated in these Terms - there is a conclusion of an agreement with a Third Party Payment Services Provider, which will provide the Client with the acquiring payment service IdoPay, which supports making payments by The Booking Customer and is integrated with the Service. The Operator is an agent of the Third Party Payment Provider at the conclusion and termination of the agreement with that provider.
2. By concluding an agreement, the Client declares that the name of the Service and products sold do not infringe the rights of Third parties or any laws in effect, in all countries where sales take place. If the Operator suffers any damage caused by the use of the Service by the Client or by sale of products which infringe rights of Third parties or any laws effective in countries where sales take place, the Client is obliged to redress the damage in its full value.
3. The Client is obliged to present true and up to date Billing Data when ordering the Service. Failure to provide data or their incompatibility with information resulting from the relevant registers may result in limitations in the Operator's provision of all or part of the Services or termination of the contract with immediate effect due to the fault of the Client.
4. The Client is obliged to immediately notify the Operator about the suspension, as well as the

commencement of business activity.

5. When ordering the Service, the Client chooses one of the Price lists offered by the Operator.
6. The Operator reserves the right to refuse concluding the Agreement with the Client. The same right is applied a Consumer, if the Consumer has a proven record of bad cooperation with the Operator or one of the Operator's Clients (i.e. arrears, frauds, misleading, resignation from service not complaint with the service terms and similar). If the Operator refuses to conclude the contract, no fees shall be charged to the Client.
7. The Operator is not responsible for problems which result from delays caused by Third Parties (banks, post office, domain registrars, etc.). If the Client is a Consumer, then the Operators bears responsibility for problems which result from delays caused by Third Parties, but only to the extent delineated in the Terms and Conditions.
8. The Operator provides the Client with the right to a 30-day Trial Period, starting with the day of ordering the Service, during which the Client is able to test and get acquainted with the Administration panel and the Service.
  - a. If the Client decides to resign from the Service within the duration of the trail period by the mean of Ticket, the activation fee may be returned.
  - b. During the Trial Period, no commission is being charged for all completed online reservations.
9. The contract is subject to assignment, provided that all the provisions of the Terms and Conditions are respected by the parties making the assignment. The assignment is carried out in CSC by the Client or by a person whom the Client has granted a power of attorney, with the consent of the Operator – under pain of nullity.

#### **§4 – Personal data protection and privacy policy**

1. The processing of personal data provided by the Client during the Activation is carried out on the basis of Article 6, paragraph 1, point (b) of the GDPR, for the purpose of providing the Service by the Operator and issuing accounting documents, as well as on the basis of consent expressed on the basis of Article 6, paragraph 1, point (a) of the GDPR on the processing of the Clients's 's personal data for marketing purposes.
2. For the purposes of security and improving the quality of services, all telephone conversations are monitored, as well as those conducted during an online connection. The legal basis for the processing of personal data is the consent of the Client expressed by continuing the conversation. The recorded conversations will be made available only to authorized persons or authorities.
3. On the basis of Article 6, paragraph 1, point (b) of the GDPR, the Operator processes Client's '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 's personal data is the Operator, i.e. IAI S.A. (previously IAI Sp. z.o.o.) with headquarters in Poland, Aleja Piastów 30, 71-064 Szczecin, +44 207 1931 010 Ext. 1, office@idosell.com.
5. The Operator will store the Client's personal data until the expiry of the limitation period for claims arising from the concluded contract or for the period required by separate regulations regarding tax and accounting obligations - depending on which period ends later. After this date, the Client's '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 Customers, as well as not to disclose the data to unauthorized persons and to securely protect this information against access of any unauthorized persons. The Operator can not use this data for purposes other than those specified in § 4, sec. 1 and 2 of the Terms and Conditions.
11. The Operator has the right to use aggregated Client information in reports made by the Operator in a way that does not allow for the identification of the Client, or the Booking Customer.
12. The Operator has the right to publish the basic data of the Client company name, address of the website, on the list of references, unless the Client declares otherwise. At the request of the Client, the Operator is obliged to immediately remove the data from the list of references.
13. If the Client has been acquired for the Operator by an Affiliate Partner (also designated as an IAI Bronze Affiliate Partner), the data about his payments will be visible to the partner who acquired him, for the purpose of billing in the affiliate program. If the Client does not agree to the transfer of information about his payments to the Operator's partner, he may make a statement to that effect in Writing form, which will simultaneously terminate the Affiliate Partner's commission payments. The Client, by enabling through the Service the module of integration with the services of a Third Party or by performing the integration of the Service itself with the services of a Third Party, provides the Third Party independently and at his own risk with his personal data and the personal data of the Booking Customers acting on the basis of the Software used by him within the Service. The purpose, manner and conditions of processing such data by the Third Party shall be governed by a separate agreement between the Client and the Third Party. The Operator shall not be liable for the consequences of providing such data to the Third Party..
14. When using Affiliate Partner External Services, the Client entrusts Affiliate Partners with the processing of personal data of Booking Customers to the extent and for the purpose necessary to provide the service, which obliges the Client to enter into an appropriate agreement with Affiliate Partners.
15. All data created as a result of use of the Services is regarded as the property of the Client. Such property does not cover:
  - a. Rights to possess the software which makes up the Operator's Service.
  - b. Any elements of the Service within a different scope than the exported data.
  - c. Data structures different from those in exported data.
  - d. Data which could not be exported independently at the moment when the Service was ordered, in particular information which requires the Operator to create custom software in order to be exported.
16. In the event that a test page is displayed in relation to planned maintenance, a breakdown or blocking of the Widget, Clients or Merchants agree that their Billing Data can be displayed.
17. The Operator is obliged to obey the privacy policy published on the Operator's website.
18. More current information on the protection of personal data, including the information obligations required by the GDPR, can be found in the privacy and security policy of IAI Sp. z.o.o. in the "Information compliant with the GDPR" tab available on the Operator's website.

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

1. The Client declares that he is the administrator of the personal data of the Booking Customers who make reservations as part of the Client 's service consisting of reservations of places, resources or services, based on the Software used by the Client as part of the Service, as well as personal data of the Client 's employees, associates and contractors which is disclosed to the Operator to ensure the provision of the Service and the data is processed in accordance with applicable law.
2. By expressing consent for provision the Service and accepting these Terms and Conditions, the Client entrusts the Operator with processing personal data of their Booking Customers, employees, co-workers and contractors who operate on the basis of the Software used as part of the Service, as well as the personal data of their employees, associates and contractors shared with the Operator to ensure the provision of the Service for its duration and in the scope of storage, preservation, processing and sharing. The Client entrusts the Operator with the following Booking Customers data: name, surname, registered

office address, correspondence address, e-mail address, telephone number, tax Identification number, bank account number or other personal data which is necessary to complete the purchase and which the Client requires to be provided in the reservation 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. The Operator commits to inform the Client about any intended changes regarding the addition or replacement of other processors, thus, giving the Client the opportunity to object to such changes within 7 days from the date of notification. If the Client objects, § 7 sec. 5 is applicable.
8. If the Operator uses services of another processing entity to perform specific processing operations on the Client 's behalf, the processing entity is obliged - under a contract or other legal act subject to the European Union law or the law of a Member State – to obey the same data protection regulations as in the contract or other legal act between the Client and the Operator referred to in this chapter of the Terms and Conditions, in particular the obligation to provide sufficient guarantees for the implementation of appropriate technical and organizational measures to ensure that the processing complies with the requirements of this regulation. If this other processor fails to fulfil its data protection obligations, the Operator bears full responsibility towards the Client for the fulfilment of the obligations of this other processor - limited to the amount of a 1-month Subscription Fee. In the event of damage exceeding the 1-month Subscription Fee, the Client may claim supplementary compensation on general terms.
9. Taking into account the nature of the processing, the Operator, as far as possible, commits to assist the Client, by means of appropriate technical and organizational measures, to comply with the obligation to respond to the requests of the data subject, in the exercise of its rights set out in Chapter III of GDPR, and to fulfil the obligations set out in Article 32-36 of the GDPR.
10. After completing the provision of the Service, the Operator, depending on the Client's decision, deletes or returns any personal data to the Client and removes all existing copies, unless European Union law or Polish law requires the storage of personal data.
11. The Operator provides the Client with all information necessary to demonstrate compliance with the obligations for the lawful processing of personal data and enables the Client or the auditor authorized by the Client to carry out audits, including inspections, and contributes to them.
12. The Operator will also make available to the Client, upon request, the Personal Data Protection Policy (in parts relevant for the Client) in order to demonstrate that the Operator fulfils obligations under these Terms and Conditions.
13. The Client requests by the mean of Ticket to conduct an audit at the Operator or review the Data Protection Policy to the Operator's Data Protection Inspector.
14. After receiving the request by the Operator, the Operator and the Client will discuss and agree in advance upon:
  - a. the date (s) of the Data Protection Policy review as well as the security and confidentiality principles applicable to each review of the data protection policy;
  - b. the reasonable start date, scope and duration and security and confidentiality conditions applicable to each audit.
15. The Operator may charge a fee (based on reasonable Operator's costs) for each review of the Data Protection Policy and / or audit. The Operator will provide the Client with additional details of any applicable fees and the basis for their calculation, before such a review or audit. The Client will be responsible for all fees charged by the auditor appointed by the Client in order to perform such an audit.

16. The Operator may submit in writing objections to the auditor appointed by the Client to conduct the audit, if the auditor is not, in the reasonable opinion of the Operator, suitably qualified or independent, or is related to the competition of the Operator or otherwise clearly inappropriate. All such reservations on the part of the Operator will require the Client to appoint another auditor or carry out the audit himself.
17. The Operator immediately informs the Client if, in his opinion, the instruction given by the Client constitutes an infringement of the GDPR or other provisions of the European Union or Polish law on data protection.
18. The Operator is liable towards the Client for damages caused by the processing of entrusted personal data of the Client only when the Operator has not fulfilled the obligations that the GDPR imposes directly on them, or if they acted outside the lawful instructions of the Client or contrary to these instructions. The Operator is liable to the amount of a 1-month Subscription Fee, and, in the case Client being a Consumer, to the full amount. In the case of damage exceeding the amount of 1-month Subscription fee, the Client may claim supplementary compensation on general terms.
19. The provisions of § 4sec. 18 apply accordingly.

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

1. The Operator shall issue a VAT invoice in the Settlement Currency within 7 days from the date of the receipt of a payment which increased the Balance.
2. The date when a transfer is credited to the Operator's Account is regarded as the date of payment. If the Client is a Consumer, then the date when a transfer is credited to the Clients's Account is regarded as the date of payment.
3. The Operator credits the Client 's Balance with payments received to the Operator's Account. Any additional charges or commissions related to processing the payment will be borne by the Client:
  - a. In the event that the Client makes payment in a currency different from the Settlement Currency, the Operator shall credit the Balance of the Client with the amount in the Settlement Currency which was credited into the Operator's account after conversion of currencies by the bank or a different system of payment clearance. The Operator is not responsible for the exchange rate at which the payment was converted.
  - b. If a payment handling fee is charged to the Operator's Account, it may be deducted from the 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 Client do not comply with guidelines provided in the Reports and Finances section of the Administration Panel, 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 a payment with erroneous or incomplete description which makes its identification difficult or impossible, the Operator reserves the right to keep the payment until the identity of the Client is established and, if suitable, to make a back payment into the account of the sender, less the cost of the handling fee in the amount that corresponds to the cost of the operation.
4. In the case of settlements with the so-called trade credit/post paid, the Client pays the VAT invoice or pro-forma invoice issued automatically by the Operator once a month on the date indicated therein. Additional rules:
  - a. After 30 days after the due date of a VAT or pro-forma invoice, if it is unpaid in full, Client may be restricted from using the Service;
  - b. After 35 days after the due date of a VAT invoice or pro-forma, if it is not paid in full, the Operator may apply the procedure as in § 5 sec.11 letter c. The Client shall be charged additional fees as indicated in § 6 sec.6 letter b and d.
  - c. For each day of delay in payment of a VAT invoice or a pro-forma, the Operator shall be entitled to add to the next invoice an additional fee for maintaining the Service, in the contractual amount of 0.038% of the total amount of the 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 invoice is paid in full. Unless otherwise agreed by the parties, partial payment of an invoice does not reduce the number of days late.
5. If the Client's Balance is positive and exceeds the amount of fees incurred during the notice period, the

Client has the right to request a refund of the excess.

- a. A request for a refund of excess Balance may be made no later than 60 days after termination of the Service, but no earlier than the date of termination, and always in Writing form. Refund of excess Balance will involve the deduction of a processing fee in accordance with the Service Price List, which will reduce the final payment.
  - 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. Reimbursement shall be made in the agreed manner and at the time agreed by the parties and no later than 14 days from the date of receipt by the Operator of the VAT Correction Invoice duly signed by the Client.
  - d. A request for reimbursement may not relate to work and tasks whose cost has been accepted by the Client, work on which has been commenced but not completed by the time of termination. The additional fee charged for such tasks is not refundable.
6. VAT invoices are issued in electronic form without signature and exchanged via the EDI system available through CSC.
7. 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. Duplicate paper invoices will be issued only after they have been ordered each time through the Administration Panel and their transmission will be subject to a postage charge in accordance with the Price List.
8. Unless otherwise agreed between the Operator and the Customer, the Minimum Balance shall be:
  - a. An amount lesser than zero for Clients whose business is registered within the territory of Poland and have a good payment history.
  - b. Zero for all other Clients.
  - c. An amount greater than zero which corresponds to the yearly Service Fee and any Additional fees for additional widgets or whose business is not registered within the territory of Poland.
9. Balance is decreased by:
  - a. Recurring fees which are charged at the start of each settlement period.
  - b. Commission is charged with accordance to the Price list.
  - c. Approval of the upper cost of the task payable at the approved cost.
  - d. Ordering a subscription to a paid Support Application.
  - e. Charging an additional fee in accordance with the Price List.
10. Balance is increased by:
  - a. Payments credited.
  - b. Gifts received or reimbursements after valid Client complaints.
  - c. Completion of a payable task for which the cost of completion was found to be less than the upper accepted cost. The balance is increased by the difference between the upper accepted cost and the accrued cost..
11. In the case of prepaid billing, the Customer credits the Balance with any amount, at any time. If the Minimum Balance is reached, the Operator has the right to issue a VAT or pro-forma invoice, to refuse to provide the Service including the display of the Widget, or to take on further service works by the time when the Balance is increased or a new Minimum Balance is determined. The above applies also when one the Client has many Administration Panels.
  - a. 3 days after the Minimum Balance is reached and no payment has been made, the Client's use of the Administration Panel may be limited
  - b. After next 4 days without making a payment, all Widgets active in a given Administration Panel may be blocked.
  - c. If the minimum balance is negative for 18 days, the Operator may issue a VAT invoice in the amount of the outstanding balance and a pre-court request for payment. The Client shall be



charged fees in accordance with § 6 sec. 6 letter b and d, in accordance with the applicable Price List. In addition, the Operator may terminate the agreement concluded with the Client for an indefinite period of time due to the Client's default. The pre-court request for payment is sent to the Client's registered office address or to the address for delivery indicated in CEIDG.

12. If the Client has funds accumulated on the CSC Balance and at the same time has debt in payments for the Service, the Operator shall have the right to automatically transfer these funds to the Balance to cover the debt. The Operator considers this action to be the same as the Client's own withdrawal of funds from the CSC Balance and subsequent payment to the Balance to settle the debt
13. The Operator indicates an appropriate Operator's Account for each Settlement Currency.
14. Funds accumulated in the CSC are transferred to the Client upon their request to an indicated Polish bank account. Such transactions are subject to a fee in accordance to the Terms and Conditions and the Price list.
15. The Client may make payments to the Operator via payment cards on the basis of a standing order allowing for these payments to be made in an automated manner. Recurring Payments will be launched provided that the Client agrees to withdraw funds from the payment card indicated by him, until the Client revokes the consent. If it is not possible to charge the card, the Client will be asked by the Operator to take the action of making the payment on their own.
16. If the Client, before the expiry or termination of the contract with the Operator, fails to provide and verify with the Operator their bank account number, in accordance with the Operator's procedure, the funds accumulated on the CSC balance are forfeited to the Operator - after the expiry of the limitation period for the claim of the Merchant or the Client for the payment of these funds
17. Funds in respect of which a claim for payment on 31.01.2021 is time-barred shall be forfeited to the Operator.
18. In the case of Clients making payments to the Operator by payments cards, if the minimum balance is exceeded (i.e. the limit of so-called trade credit for post-paid Clients or zero for pre-paid Clients) or there is one VAT invoice due and not paid in full - the Operator may automatically collect funds from the Client's payment card:
  - a. In the case of unpaid VAT invoices - up to amount due on that account.
  - b. In case of exceeding the balance limit for pre-paid Clients up to the amount of the minimum balance increased by PLN 100 net.
  - c. If there are not funds on the payment card, the Operator shall debit the above amounts from the CSC Balance.After performing the operations referred to above, the Operator sends an automatic message to the Client with information on debt settlement.
19. If the Operator is referred to the law enforcement agencies enquiries relating to the activities of the Client in connection with the service provided by the Operator or receiving complaints from the Booking's Customers regarding the fulfillment of agreements concluded by the Client - Operator until the situation is clarified may block the possibility of the Client to withdraw funds from the CSC Balance.

## **§6 – Changes to the contract and terms**

1. A new version of the Terms and Conditions and the Price list are introduced for an indefinite time or until the publication of a new version of the Terms and Conditions and the Price list.
2. The Terms and Conditions are an integral part of the agreement binding both contracting parties from the date of its signing throughout its validity period. The Operator reserves the right to make changes, if the provisions included in the Terms and Conditions have included such an opportunity, or the changes have been caused by an important reason indicated in the Terms and Conditions, e.g. by an obligation to adapt the content of the Terms and Conditions to the current legislation. A publication on the IdoBooking Blog communication system is considered to be an effective information channel.
3. The Operator will inform the Client via the main site of the Administration Panel and IdoBooking Blog communication system about any changes in the Terms and Conditions, as well as additions and modifications in functioning of the Service elements regarded by the Operator as important.

4. The Operator has the right to make necessary changes in the Terms and Conditions and in the Price list during the term of the Contract:
  - a. The Client will be informed of a planned change in the Terms and Conditions or in the Price list at least one Settlement period prior to the change being made .
  - b. The Client shall be entitled to refuse to accept the new Terms and Conditions and Price List . Non-acceptance of the new Terms and Conditions and Price List is tantamount to the submission of a notice of termination on general terms and conditions, counted from the day of the receipt of the refusal in a Written Format.. The Client shall be entitled in this situation to indicate a notice period of one, two or three months with effect at the end of a month. In the absence of an indication period of notice, the period of notice shall be deemed to be 3 months.
  - c. If a notification of termination of the contract is submitted before the new Price List and new Terms and Conditions become effective, if this is clearly indicated by the Client , the Terms and Conditions and the Price List effective on the day of submission of the notification shall apply.
  - d. The Operator shall not be obliged to refrain from updating the Service's functionality during the Termination Period, unless such activity makes it impossible for the Client to conduct internet sales.
  - e. The Operator shall not be obliged to refrain from updating the Service's functionality, which relates to integration with Third Party services, during the Termination Period.
5. Client or Merchants can change, or commission changes to Service parameters in the Administration Panel.
6. The Operator has the right to charge Additional fees in the amount consistent with the Price list when additional services were ordered via the Administration Panel or automatically when:
  - a. The Client did not meet the termination deadline.
  - b. The payment deadline for an invoice has been exceeded in accordance to § 5 sec. 4, letter c.
  - c. When additional recurring services are ordered, the Operator may assume that the Client expects such services to be maintained cyclically. If the Client does not notify at least 3 weeks prior to the end of a settlement period of their willingness to resign from the Service, the Operator extends validity of the service by one settlement period.
  - d. the administrative panel was removed due to termination of the contract due to the Client or fault to pay dues.
7. If the Operator provides the Client with more than one Price list to choose from:
  - a. The Client may change the Price list effective via the CSC.
  - b. Each Price list has a different Settlement Currency assigned to it.
  - c. If the Client changes the Price list, the Settlement Currency is changed as well.
8. The Client may not change the Settlement Currency without a change of the Price list.
9. If the Client changes the Settlement Currency and the Balance is positive:
  - a. The Client indicates whether the Operator is to return the surplus of the Balance on general terms or to convert the currencies.
  - b. At the moment of conversion of the Settlement Currency, the Balance in the previous Settlement Currency is reset.
  - c. If the Client , in accordance with § 6 sec. 9 letter a, requests that the balance surplus be converted, within 5 working days the Operator shall calculate the value of the Balance in the previous Settlement Currency and shall convert it into a new Settlement Currency, at the exchange rate of the National Bank of Poland on the day of the conversion, and shall credit the new Settlement Currency Balance.
  - d. The Client may not apply, in accordance with §5 sec. 5, for a return of a surplus Balance which results from a conversion described in § 6sec. 9, letter b.
10. Client may not change the Settlement Currency if the Balance is negative.

## **§7 – Contract termination**

1. The contract can be terminated by the Client with at least one month's notice, and by the Operator with at least three months' notice, effective at the end of the month. In case of failure to keep the notice period, the

party which failed to keep the notice period shall pay the other party a contractual penalty equal to the highest subscription fee paid during the agreement duration, for each month of the failure to keep the notice period.

2. Contract termination must be delivered by the Client via the CSC in a Written or Document Form, under pain of nullity. If the Client issues a written Contract termination, it shall be delivered to the Operator's headquarters. . In situations indicated in the Terms and Conditions, and Annexes, termination of the contract with immediate effect may take the form of a Ticket.
3. If any Additional tasks are not finished before the end of the termination period, they will be treated as completed during the last month of the termination period.
4. Clients is obliged to provide correct billing data during the whole term of the Contract. If Client changes billing data, he is obliged to notify the Operator using a Ticket and to provide a copy of company registration documents which confirm the change, irrespective of the Operator's rights set out in § 3 sec. 3.
5. The Operator is authorized to cease provision of the Service and terminate the Contract with immediate effect at the fault of the Client , if the Client provides false billing data; continues to provide invalid data for at least 2 settlement periods after the data was changed; fails to notify about a cession for at least 1 settlement period after transferring ownership of an Administration Panel; erases business from the relevant register or suspends its operations; discontinues a business activity without notifying the Operator that the Service is no longer provider to a Trader but a Consumer; or expresses the objection referred to in § 4a sec. 7 of these Terms and Conditions.
6. The Operator reserves the right to terminate the Contract with immediate effect, at the fault of the Client if:
  - a. Provisions of the Terms and Conditions are infringed by the Client in a flagrant manner, in particular due to arrears in payments for the Service.
  - b. Laws and regulations effective in Poland or in another country where the Client 's sales takes place are flagrantly infringed, including the Client selling products illegally, selling stolen products, sending out spam or there is a suspicion of fraud or criminal offence;.
  - c. The Service is used contrary to its designation or the Client acts intentionally to cause damage to the Operator.
7. If the Client is a Consumer, they are entitled to the same rights as delineated in sec. 6 above.
8. If the Contract is terminated as a result of circumstances described in § 7 sec. 4 or § 7 sec. 5, and the Balance is positive, the Operator is not obliged to return the available funds to the Client and the Balance shall be charged with a penalty fee as a form of compensation for inadequate fulfilment of obligations for unused period during which the Service would have been performed by the Operator, if the Client had fulfilled his obligations adequately.
9. After termination of the Contract the Operator reserves the right not to archive any data and to refuse to generate any data except copies of invoices relating to charges for the Service. The Operator has the right to delete all information at their own discretion, not sooner than 1 month from the date of termination of the Contract or 14 days from the receipt of request from the Client in a Written form.
10. During the termination period, if the termination request was filed by the Client , the Client has the right to cancel the request and resume using the Service as normal. If the termination request was filed as a result of events described in §6 sec. 4 letter b, cancelling the request equates to the updated Terms and Conditions and Price list being accepted by the Client .
11. If the Client is a Consumer, by accepting the following Terms and Conditions, they express consent to begin the Service provision, which subject matter is the supply of digital content, not supplied on any tangible medium, before the withdrawal period has expired and declares that they have been informed about the loss of withdrawal rights in the circumstances described in Article 38, point 13 of the Polish Act on Consumer Rights of 30 May 2014 (Journal of Laws of 2014, item 827 as amended) [Ustawa z dnia 30 maja 2014 r. o prawach konsumenta (Dz.U. 2014 poz. 827 ze zm.)].

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

1. The Operator is obliged to provide the Service, for which the Client paid the Service Fee, in a continuous and uninterrupted manner, unless provisions of the Terms and Conditions were infringed and the Contract was terminated.
2. If it is necessary to temporarily disconnect access to certain elements of the Service, as far as it is possible

the Operator is obliged to inform Clients or Merchants of it in advance.

3. The Operator does not maintain Services being used inconsistently with their intended designation.
4. The moment the Service is terminated, all recurring services operating within the same domain are deactivated, regardless of how long the service fee was paid for.
5. The Operator has the right to change the Client 's Subscription fee if the previous model is no longer offered.
6. If the Client manages over 100 reservation items, the Operator has the right to change the Client 's Subscription fee to an individually calculated model. The Client may return to the standard Subscription fee after twelve Settlement periods.
7. Service fees and additional fees are charged together in one panel..
8. After changing the Subscription model from the Commission-based fee to the Flat fee, the Client may return to the previous model no sooner than after twelve Settlement periods.
9. Under the Commission-based model, apart from the subscription fee charged every twelve Settlement periods, commission in the amount of 1,5% of the total reservation value is charged for every reservation made via the Booking Widget or Channel Manager. This commission is charged every Settlement period. It is calculated either when an advance payment is made or the day after the reservation ends, even if no payment has been recorded in the administrative panel. In specific cases:
  - a. If the selected payment method is a wire transfer made to the Client 's bank account, full commission is charged, unless the Client marks the reservation as cancelled by changing its status in the administration panel.
  - b. No commission is charged for reservations added manually via the administration panel or the mobile application.
  - c. If the Client is found to manipulate bookings to avoid paying the commission, the Operator has the right to acknowledge all suspicious bookings as a violation of the terms and conditions and charge an appropriate commission. Upon discovery of abuse, Operator reserves the right to change the Commissioned Subscription to a Flat fee subscription model.
10. When calculating the surcharges for the next Booking Item in the Flat fee subscription model, the maximum calculated surcharge value is propagated to the twelve consecutive future Settlement Periods. If during this time the number of Booking Items entered by the Client into the Service decreases, the surcharge shall be calculated as for the highest number of Booking Items during the last twelve Billing Periods.
11. If the Operator, at the request of the Client, changes the Subscription model during a Settlement period:
  - a. The unused amount of the old Subscription fee calculated proportionally to the number of days that remained till the end of a given Settlement period, counting from the day when the 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 Settlement period, from the day when the change took place.
  - b. Additional fees are calculated in accordance to the Subscription model which was in effect at the time the Additional fees were charged.
12. 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.
13. Depending on the form of cooperation between the Operator and the Client, if
  - a. the Client is a Consumer, then:
    - The Client is unable to use IdoPay services, including Pay-by-Link and regular bank transfers enabled by IdoPay.
    - In the Commission-based model, commission is always charged for reservations without deposits, reservations guaranteed with the payment card number and reservations paid via bank transfers. Exceptions can be made only if the Client issues a Ticket with a proof of the Reservation cancellation and reimbursement of payments made by the Booking client. In such case, the Operator shall return the Commission 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 not later than 7 days before the reservation beginning. The Operator has the right to refuse reviewing any request made later than the said period.
- b. If 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.
14. In the event of a significant delay of implementation works attributable to the Operator in relation to the offer on the Operator's Website, the Client is entitled to submit a request for the extension of the Start-up Period in proportion to the duration of the delay. The Operator extends the start-up period by crediting the Balance with the amount calculated as in § 3 sec. 9, calculated proportionally to the period requested.
15. 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.
16. 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 communications - indicates the above, the funds paid by the Client for the implementation package shall not be returned neither in full nor proportionally to the performed work, except for situations where the resignation occurs due to the fault of the Operator.
17. 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.
18. 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. In particular, the key functionalities are the display of the website for the booker and the buyer, the possibility of its indexing by search engines, the taking of orders and payments, the display of the content of the order and the handling of the processes aimed at realising the reservation.

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

1. Usage of selected Ancillary Applications requires a start of subscription:
- a. Utilizing an Ancillary Application subscription guarantees that the applicable terms and conditions will not change during the entire Billing Period of the subscription. This also applies in a situation where a Supporting Application is provided free of charge.
  - b. Each Client is entitled to a thirty-day trial period for a particular Ancillary Application. There is no charge for the Ancillary Application during this period. This period is indivisible and may only be used once, in its entirety, prior to payment of the first subscription fee.
  - c. Starting to use the Ancillary Application, even during the free trial period, starts the subscription, of which the first 30 days are free. To stop charging or not to charge after the trial period, the Client should disable the subscription himself in the Administration panel.
  - d. The minimum term for a paid Ancillary Application is one Billing Period. Fees are calculated in accordance with the Service Price List, as in the case of recurring fees, together with the next Billing Period.
  - e. The Operator understands that the Client expects to maintain the Ancillary Applications on a cyclical

- basis. If the Client does not deactivate the Ancillary Application before the end of the Billing Period, the Operator shall extend the validity of the service for one subsequent Billing Period.
- f.** If the Client cancels the Ancillary Application during the Billing Period, the fee for the Billing Period shall be billed pro rata to the time the Client used the Ancillary Application during the Billing Period.
  - g.** The Operator shall not be obliged to renew the subscription if it ceases to provide the Ancillary Application to all of its Clients.
  - h.** Subscriptions shall expire upon termination of the Service.
- 2.** The Operator may provide additional services regulated in the 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, takes place according to the general principles described in the Terms and Conditions.
  - d.** Services offered as part of this model are:
    - IdoPay
    - IdoAccounts
  - e.** The Operator has the right to refuse to provide the services listed in § 9 sec. 2 of the Terms and Conditions, as well as to restrict or disable the Client's access to any of the additional services listed in § 9 sec. 2, without giving any reason, without affecting the Client's use of the main Service.
- 3.** The Operator is obliged to provide the Client with necessary information for correct use of the Service and to provide technical support:
- a.** Technical support is available in at least one language.
  - b.** The Operator provides technical support only in languages offered in the Price List.
  - 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.** Tickets are the base form of technical support. The Operator is obliged to receive Tickets 24 hours a day and to answer them as quickly as possible, on the same terms for all Clients.
  - e.** The Operator has the right to charge a fee for training, in training locations indicated in the Price List, for each commenced hour of training and to limit the duration of such training in accordance with the Price List.
  - f.** The Operator has the right to charge a fee for training outside the Operator's head office in an arbitrary way including transportation costs, daily allowance and accommodation of the trainer delegated for the training.
  - g.** The Operator has the right to refuse to carry out training outside the head office without any justification.
  - h.** The Operator has the right to refuse to provide technical support, if the Client uses language or other means of expression which are generally regarded as offensive and obscene. In such event provision of technical support shall be suspended until the time when the Operator notes a considerable improvement in communication.
  - i.** The Operator has the right to refuse to provide technical support for an integrated Third Party service, if the Operator makes it possible for the Client to download integration data (e.g. transfer records) and this service was integrated in accordance with delivered technical documentation which was made available by the provider of the service. In such event the Client should contact the Third Party who provides integrated services for technical support.
  - j.** The Operator has the right to refuse to provide technical support for any functionality of the Service which is marked as 'end of life', if such notice was present in the Service function for longer than 30 days.

4. In order to make consulting with Clients more effective the Operator provides a possibility to obtain an online advice, on equal terms for all Clients.
  - a. Hours of such consultancy are determined by the Operator and may be limited at the Operator's discretion.
  - b. The Operator is not obliged to provide technical support services via phone.
  - c. The cost of the phone call is covered by the Client. The Operator is not required to call the Clients to provide technical support services.
  - d. The Consultant answering the call has the right to refuse to accept the notification of a defect, an order for additional tasks or changes in parameters of the Service. Such notifications should be sent exclusively via Tickets.
  - e. The Consultant answering the call has the right to terminate the call when they regard that the call lasts too long or the Client abuses technical support which makes contact for other Clients impossible.
  - f. The Consultant answering the call has the right to refuse, without any justification, to transfer the call or to connect it to another employee of the Operator indicated by the Client.
  - g. Clients use all data, information and software obtained when using the Service at their own risk.
5. Tickets available via the CSC are the basis 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.
6. If the Operator makes it possible to create Critical Tickets, he has the right to define in the Ticket system a closed, precise set of issues which can be reported this way. If the Client submits a Critical Ticket related to an issue outside the scope defined by the Operator, the Operator has the right to charge an additional fee for each notification of this type in accordance with the Price List and to examine the Ticket further in general way. In particular, Critical Tickets may be reported exclusively if:
  - a. A Widget has been properly generated and embedded, but it is not loading at all or visibly the server is not working properly for more than 15 minutes.
  - b. It is impossible to log in to the Administration Panel as a result of a breakdown of the system or of the database for more than 15 minutes.
  - c. The server is extremely slow for more than 15 minutes.
7. 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.
8. If the Client submits a request for urgent repair of a failure that prevents the implementation of Key Functions, the Operator shall have the right, after removing the cause of the failure within the scope described in § 9 sec. 7 and determining that the failure is due to the Client, to charge a fee as in the case of an order of maintenance task on the general principles.
9. For effective reporting of a critical failure by phone or via the helpline, it must be made by telephone or in the manner indicated on the Operator's Website as appropriate for this type of case. In the event of a possible complaint procedure following such effective reporting, the time of reporting the failure is considered to be the time of making the notification by phone or via the helpline. Effective reporting of a critical failure in writing is possible during the working hours of the Service support hotline by means of a Ticket, and outside these hours by the e-mail address appropriate for such reports on the Operator's Website. In any case, the condition for the effectiveness of the report is that the report of a critical failure must be unambiguous, i.e. in the title of the written report or in the introduction to the conversation, there must be clear information about the nature of the failure.

#### **§ 10 - Detailed conditions for service work**

1. The Client has the right to commission Service works via Tickets. The following rules shall apply during valuation, before execution of an order:
  - a. The price of a task depends on the number of hours necessary for its execution and is the

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- <sup>st</sup>
- of November 2021



have the right to refuse without cause any request to change or remove an Information Page, as long as its content is of a standard nature used in all Widgets.

#### **§ 11 - Detailed conditions for Third Party services**

1. If the Operator integrates the Service with services of Third Parties, he determines the scope of functionality and may modify the scope of the integration.
  - a. The Operator shall inform the Client of any changes to functionality of the integration module as early as possible.
  - b. The Operator is not obliged to inform the Client of changes earlier than one Settlement Period before they take place.
  - c. In justified cases, e.g. when the service of a Third Party is modified, it is possible to make changes within the integration module without earlier notification.
2. The Operator has the right to organize integration with services of Third parties in the way which will allow transfer of payment for use of their services. If the Operator charged a payment for the use of a service of a Third Party:
  - a. The Operator shall make settlement with the provider of an integrated service personally.
  - b. The fee that has been charged satisfies all costs of use of the service and the Operator personally settles such costs with the provider.
  - c. The fee that has been charged is visible in the Balance and is included in the invoice on general terms.
3. Client uses integrated services of Third Parties at their own risk, in particular:
  - a. he should contact the Third Party before the integration is enabled, unless information provided on the Third Party's website states otherwise.
  - b. he should always check whether the course of the integration was correct.
  - c. In the event of a breakdown he should provide the Operator with all information necessary for verification, including data saved on a disk or transferred, where possible.

#### **§ 12 - Detailed conditions of Contractual works**

1. Contractual works are ordered by the Client through the CSC, in the form of a Ticket, the content of which shows an unambiguous confirmation of the contracting order and acceptance of the frequency and cost, in which the Client also indicates: scope of works, guidelines for their implementation, and determination of priorities.
2. After receiving the Ticket indicated in section 1 the Operator assigns a WDC Specialist to the Client who is responsible for the performance of Contractual work for a given cycle.
3. The frequency of Contractual work is defined as a fixed day or days of the week, in a cycle of one week, two weeks or four weeks.
4. The day before the agreed contract date, the WDC specialist will provide the Client with the scope of work for the contractual date, containing the Client's guidelines sent so far and the proposed sequence of their implementation. The WDC specialist will also inform about the approximate time of starting work on the contractual day, which will constitute the work plan. The Client submits their comments to the schedule before the beginning of the contractual day. Lack of Client's comments to the sent work plan means acceptance of this plan.
5. The Operator reserves that some tasks may not be possible to perform only by modifying the template. These are in particular configuration issues in the panel or programming (system modifications). If possible, the WDC specialist will inform the Client about it and help with reporting them to the appropriate department. Where possible, the WDC specialist can suggest workarounds, informing of their shortcomings and limitations.
6. The Operator enables the Client to contact a WDC specialist during Contractual work. The contact takes place via the link contained in the message referred to in section 4.
7. If any issue has not been clarified before the contractual date, the Operator will try to get a response from the Client. Therefore, it is recommended that the Client monitor the Tickets from section 4 and answer any questions as quickly as possible. If the Client does not provide an answer, the WDC specialist will make a decision either to perform one of the backup tasks or based on his own experience, assuming the criterion of maximizing sales made by the Client in the booking system.
8. Lack of contact of the WDC specialist with the Client on the contractual day, which prevents further work

or not assigning other work for a given contract day, will result in the hours allocated to Contractual work being lost without the possibility of their return or make up at another date.

9. The minimum period for which a contract for Contractual works is concluded is at least 2 months. After 2 months, the Client or the Operator has the right to terminate with one month's notice. The termination of a contract for Contractual work must be submitted in the form of a Ticket.
10. It is not possible to reduce or increase the number of contractual days, change the cycle of their execution, move the unused time or change the WDC specialist. If the Operator does not confirm this, each change must be preceded by the termination of the existing contract and the conclusion of a new one, according to the new frequency of Contractual works.
11. If the Operator is not able to ensure the presence of a given WDC specialist or their replacement on a specified contractual day - the fee for Contractual work to be charged will be refunded and the next contractual day will be performed in accordance with the contracted cycle.
12. After the end of the contractual day, the WDC specialist will send the Client, in the message referred to in section 4, a summary of the changes made, including the time spent on each point of the plan.
13. The Operator provides a warranty for the performed Contractual works. The warranty shall be governed by the provisions as for the Time & Material service works specified in § 15. In the event of justified objections to the quality of the works performed due to an error in the art or excessive time, the Operator will refund the part of the fee proportionate to the given contractual day. Due to the contracting of the WDC specialist on other days, the possibility of correcting the error will appear only on the next contract day. The exception are errors affecting key booking system functionalities, which will be removed immediately.
14. The Operator reserves that the changes introduced as part of the Contractual works may be made "incrementally", i.e. the first version provided by a WDC specialist will function as MVP (Minimum Value Product) and may, for example, be incompatible with all browsers. Such a state of affairs is not a mistake and if the Client deems that after a given iteration the effect of the work is not sufficient to publish it in the booking system, it may continue to improve on the next contractual day until the desired effect is achieved.

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

1. The Operator is responsible for damages caused to the Client by purposeful non-performance or undue performance of Service.
2. The Operator does not bear liability to pay any compensation for the time of the Service unavailability. If the Client is a Consumer, the Operator is obliged to pay compensation for the time of Service unavailability whenever the responsibility lies with the Operator.
3. Losses incurred by the Client, for which the Operator may bear responsibility according to the above provisions, do not include any lost profits unless the Client is a Consumer.
4. The upper limit of liability, according to the section 1-3 of the above provisions, shall not exceed:
  - a. in the event of a Service claim, the amount of Subscription fee paid by the Client covering the period when the damage occurred,
  - b. in the event of a Reservation claim, the amount of commission calculated from the sum presented to the Booking customer in the Widget or e-mail confirmation,
  - c. in any event, the total amount of the Subscription fee and additional fees due in a month when the damage occurred or the compensation is due.
5. The Operator shall not be responsible for damages caused in result of:
  - a. Lack of continuous availability of the Service not caused by the Operator.
  - b. Incorrect use of the Service.
  - c. Provision of untrue or incomplete information upon activation of the Service.
  - d. Infringement of provisions of these Terms and Conditions by the Client.
  - e. Force Majeure, disasters (flood, hurricane, etc.).
  - f. External factors and Third Parties activities outside the Operator's control, which could not be prevented by the Operator (e.g. breakdowns hardware or software in networks of telecommunications operators, mobile phone networks, etc.).
  - g. Use of authorization data provided to the Client in order to access the Service.
  - h. Purposeful disconnection of servers during a hacker attack.

- i. Rejection of sent e-mail messages by servers not managed by the Operator e.g. as a result of filters, incorrect configuration or breakdowns of such systems.
  - j. Operations performed contrary to the description, help, technical support instructions or recommendations which are provided by Technical Support or displayed automatically by the Service.
  - k. Incorrect or abnormal use of the Service, in particular introduction of excessive quantity of data to descriptions, creation of excessive quantity of related elements, simultaneous saving by many users, closure of a process, or a website when saving takes place or excessively overloading the server in a different way, without prior agreement.
- 6. The provisions of section 5 letter a shall not apply to Clients who are Consumers.
- 7. The Operator is not responsible for data transfer, if:
  - a. The Operator did not initiate the transfer,
  - b. The Operator did not choose the receiver of the data,
  - c. The Operator neither removed nor modified data which is the subject of the transfer.
  - d. Exclusion of responsibility includes also automatic and short-term intermediate storage of transferred data, if the objective of such activity is solely to transfer data and data is not stored longer than it is necessary in normal conditions for execution of the transfer.
- 8. The Operator shall not be responsible for any loss or modification of data by the Client as a result of incorrect use of the Service, or use of unfinished elements, or modules (marked as 'BETA'), or elements, modules that are being withdrawn from operation (marked as 'end of life').
- 9. The Operator shall not be responsible for loss of Authorization Data, or any use of such data by an unauthorized party.
- 10. The Operator shall not be obliged to import or export data to, or from any external computer system manually. It can be performed as an Additional Service upon the Client's request and charged in accordance to the Price List. In such event, the Operator may import data from other computer system and export data for needs of use in other computer system.
- 11. The Operator is not obliged to inform the Client separately of the value of Additional Fee, as long as it is included in the Price list.
- 12. The Operator is not responsible for any commissions charged by Third Parties, used by the Client which are not directly the Service, in particular commission for services integrated with the Service. The Operator is obliged to provide suitable information which will allow recovery of the commission or the charge which was unjustly charged by a Third Party.
- 13. The Operator is not obliged to train the Client on the use of the Service.
- 14. The Operator is not obliged to provide an answer as part of Technical Support, if:
  - a. Information was already provided to the Client, or is available in the form of a manual in the Administration Panel, answers to the most common questions, a training webinar or a presentation.
  - b. Questions are asked in a different language from the language which corresponds to the purchased Technical Support plan or are not legible.
  - c. Questions related to software different than the software provided as part the Service or software in different versions than the version officially supported by the Operator.
  - d. The answer requires preparation of a complex research or study which would make the Operator bear unjustified costs.
  - e. The question was asked in a different form than a Ticket, in particular via e-mail or was asked by a person who does not have access to the Administration Panel.
- 15. The Operator has the right to temporarily limit the availability of modules, provision access to modules at chosen hours or to introduce traffic limits if a lack thereof could have a negative effect on continuous availability and stability of the Service.
- 16. The Operator declares that when designing websites or trademarks no existing Third Party websites or trademarks are copied. Nevertheless, the Operator points out that no research related to infringement of interests of Third Parties is carried out, including registered or unregistered trademarks which the Operator might infringe during execution of the order, in particular:

- a. The Operator purchases licences for photos and fonts (i.e. stock graphics) by purchase of a licence for fields of exploitation in accordance with the order. If Client choose to use the materials in other areas, they should purchase respective licences on their own.
- b. If a question is received via a Ticket, the Operator will indicate the origin of a photo or a font and will explain in detail which part of the deliverable was purchased and which was performed by employees of the Operator.
- c. Client is solely responsible for the use of the design created by the Operator. In the event of a justified suspicion that interests of a Third Party are infringed, responsibility of the Operator is limited to the value of the order.
- d. If the project prepared by the Operator infringes interests of a Third Party in a justified way, the Operator is obliged to co-operate fully with the Client in order to minimize the risk of responsibility and to prepare a new version of the design, free from corresponding defects.

#### **§14 – Complaint proceedings**

1. Damages borne by the Client for which the Operator may be responsible on the basis of the above provisions do not include damages caused by loss of chance by the Client, unless the Client is a Consumer.
2. The Client, using the basic Services provided by the Operator, is entitled to make a Complaint.
3. If the Service unavailability was not possible to detect by the Operator's standard means of monitoring, the Operator shall have the right to reject the complaint in its entirety or to reduce the amount of compensation, counting the time of Service unavailability from the moment the failure was successfully reported by the Client.
4. The Operator is only obliged to compensate for the Client's direct damages resulting from a failure of the Operator to provide the proper performance of the Service. The maximum total amount of a compensations equals to:
  - a. In the event of a Service complaint, the compensation equals the amount of a Service fee incurred by the Client.
  - b. In the event of a reservation complaint, the compensation amounts to the total commission value charged for the cost of a reservation presented to the Booking customer in an e-mail or the Widget.
5. A complaint can be accepted in whole or partially in accordance to § 14 of the Terms and Conditions.
6. If a complaint refers to a specific reservation the Client is obliged to provide the reservation ID, a justification of the complaint and the expected amount of the return. If a complaint refers to the Service, the Client shall submit the precise name, date and the scope of the claimed Service.
  - a. The Operator examines the complaint and determines whether it is accepted wholly, partially or rejected.
  - b. If the complaint is accepted partially or rejected, the Operator provides a justification.
  - c. The Operator reserves the right to issue additional questions to clarify the context of the claimed reservation. Any failure to provide an adequate answer may result in rejecting the complaint.
7. If a complaint refers to the amount of time spent on execution of a paid Additional task, the record of the course of execution of the task is the basis for examination of the complaint. The log book of the task must consist of the first name and the surname of the employee of the Operator who performs the task, precise time of the commencement of particular activities, time of completion, the number of time units of work and a short description of activities that were performed. The sum of time spent on execution of the task is equal to the sum of duration of particular activities. The Operator has the right to add to the time of execution of the task time necessary for personal or phone conversations with the Client, search for photos, fonts or other files not provided by the Client, but necessary for the execution of tasks, as well as correction of texts with linguistic errors.
8. Individual services, solutions, or applications, which go beyond the standard scope of the Service and are created on the Client's order in the "Time&Material" model, are not subject to the Operator's liability, unless the Operator and the Client agree otherwise in separate documents. If possible and depending on the arrangements, the Operator shall create solutions which go beyond the standard scope of the Service in a manner which enables the Client to co-manage, monitor or secure them.
9. A complaint made by the Client in connection with non-performance or inadequate performance of the



Service shall be made exclusively in a form of a Ticket and shall include:

- a. The name and identifier of the task or Ticket related to the complaint.
  - b. The subject of the complaint.
  - c. Circumstances that justify the complaint. The deadline for submission of a complaint related to a technical error is 30 days from the day of the error first occurring. After that the complaint shall not be examined.
10. A complaint related to an invoice issued in accordance with § 5sec. 1 shall be submitted within 14 days from the invoice being issued. If a complaint is submitted later and is accepted, the invoice shall not be changed and the difference of funds shall be credited to the Balance.
11. A complaint related to charging the Balance with a Service Fee or an Additional Fee shall be made within 14 days from the debiting of the fee. If the complaint is accepted, the Balance shall be credited with the accepted amount of funds.
12. If the Client made a complaint in accordance to §14sec. 6, he is no longer entitled to the procedure described in § 14 clause 10.
13. If access to the CSC is not possible, a complaint shall be made in a Written form and sent to the address indicated on the Operator's website.
14. The Operator shall examine a complaint within 14 days from its delivery and shall send a response to the Client, with the decision and its justification, in a Written form.
15. If the Client orders services performed by an Affiliate Partner indicated by the Client or makes use of Affiliate Partner External Services (ES), the Client shall send the complaint, via a Ticket, in the first instance to the Affiliate Partner. If the complaint is unsuccessful, the Client may submit the complaint to the Operator:
  - a. Complaint related to a service provided by an Affiliate Partner shall be submitted within 14 days.
  - b. Complaint should be as complete as possible, in accordance with provisions included in § 14 appropriate to the type of complaint.
  - c. The Operator has the right not to examine the complaint, without justification, if the order for the related task(s) was not recorded in the Ticket system and is not visible in the Balance.
  - d. Responsibility of the Operator for the use of ES is limited to the value of debits of the Balance made by ES during the last 3 Settlement Periods.
  - e. If a complaint related to an Affiliate Partner is accepted, the Operator shall return funds to the Client's Balance and shall settle the issue with the Affiliate Partner personally.
  - f. The Operator shall examine a Complaint related to an Affiliate Partner within 35 days, using the longer time for case examination and mediation with the Affiliate Partner.
16. The Client may sue the Operator only after exhausting the available complaint proceeding options.

## **§15 – Warranty for Service Work**

1. The Operator grants a warranty for the Service Work performed by it under the terms described in this paragraph.
2. The warranty period is 60 calendar days, counted from the day on which the Operator submitted, in the form of a Ticket, the complete results of work performed as part of the commissioned service work.
3. The warranty for Service works is independent of the Service Warranty. Problems arising as a result of Service works cannot be the reason for submitting the Service complaint, including e.g. its unavailability.
  - a. The subject of the complaint may include, in particular: incompatibility of the effect of work with their subject and purpose, incorrect display in browsers, unjustified execution of work, deviating from the guidelines or design, unjustified failure to perform work, as well as other errors, incompatibilities or problems.
  - b. The Operator is liable for complaints up to the amount of remuneration paid by the Client for given service works. The Operator's responsibility does not include lost profits.
4. Complaints should be submitted in the form of a Ticket which should contain a detailed description of the subject of the complaint and all data that may contribute to the analysis of the problem. After receiving the ticket with a complaint, the Operator will analyze it within 14 business days and notify the Client of its

- result in the Ticket. If the complaint is accepted, the Operator will also notify the Client about the form and date of its settlement.
5. The Operator reserves the right to refuse to make a substantive analysis of the complaint submitted after the warranty period expires or for other reasons manifestly unfounded. In this situation, the Operator will only notify the Client of the rejection of the complaint, limiting himself to providing reasons as above.
    - a. If the Operator accepts the complaint, they reserve the right to make a unilateral decision whether the problem being the subject of the complaint will be removed free of charge or the Client will receive the refund of remuneration for the service works, while restoring the status before the order.
    - b. In the event of a repair being taken to rectify the problem, the Operator shall carry out this work as a priority. Priority execution means the repair will be carried out before performing subsequent paid services for the Client or other Clients.
    - c. In justified cases, in particular such as: absence of the person responsible for handling the complaint, force majeure - the Operator will indicate a new deadline for removing the problem or may appoint another person to fix the problem.
    - d. In the event of a repair being carried out, the warranty period for these works is 30 days, counted from the date of submitting of the complete results to the Client in the form of a Ticket.
    - e. In the event of multiple repairs, the warranty period is calculated from the submission of the complete results of the work to the last repair.
  6. Matters not subject to complaint:
    - a. Functional restrictions resulting from objective restrictions in the execution of the order, which neither the Client nor the Operator knew about with due diligence and which implementation would not have been possible to be carried out even by the most expert and experienced person from the Operator's team at that time.
    - b. Restrictions resulting from the general assumptions made regarding carrying out the works (e.g. problems with displaying in particular Internet browsers, intentionally omitted due to too low market share, below 1%).
    - c. Works carried out in accordance with the project, mockups approved by the Client, based on the development of an earlier version.
    - d. Ineffective work of the program, resulting from an increase in the amount of data, unless the exact amount of data was specified in the order and the order included appropriate time to carry out performance tests, and the Operator confirmed that as part of the order, this amount of data is serviceable.
    - e. Problems caused by other programs, add-ons, disruptions, etc., the existence of which the Client did not inform in the order or about the existence of which, at the time of commencing work, the Operator had the right not to know.
  7. After the warranty period, the Operator assumes that the work has been carried out as expected by the Client and that he has accepted the work performed. At the same time, to acknowledge that the work has been accepted, no additional confirmation by the Client is required.
    - a. The Client acknowledges that the warranty period is established due to the rationalization of service costs, in particular due to the fact that after the warranty period, it is too expensive, problematic, and sometimes impossible, to determine the causes and source of the problem (caused e.g. by the impact of other modules, programs, changes), and accepts this fact when placing service orders.
    - b. The Operator has the right to refuse, without giving a reason, to analyze the source of the problem, regardless of the type of problem and the source of its occurrence. However, the Client can analyse and remove the problem placing a new order. Such an order should be made in the form of a new Ticket, indicating expectations as to the changes to be made to the Client's website or the program, as a whole.
  8. The Operator declares that the performed service works are carried out in accordance with the best intentions, taking into account the arrangements with the Client, own experience, and in accordance with the art, taking into account the principles of scalability, security and possibilities of further development of functionality.
  9. If the Client does not agree with the reason for rejecting the complaint, they should file a complaint on a general basis, indicating the number of the Ticket which they wish to make the complaint about. This complaint will be considered under the terms of § 14 of these Terms and Conditions by another person

who will verify the assessment of the problem made by the person performing the service work.

#### **§16 – Final provisions**

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