



# IdoSell Booking Terms and Conditions

Effective from 1<sup>st</sup> of November 2016

## §1 – Definitions

1. **The Operator** – IAI Spółka Akcyjna (tax ID: PL8522470967) incorporated in the National Court Register at number 0000325245, with the head office in Szczecin, Poland (71-064) at al. Piastów 30.
2. **Operator's website** – the website located at the following address: [www.idosell.com/uk/booking](http://www.idosell.com/uk/booking).
3. **The Client** – a legal person, an individual or an organization without legal identity that is able to contract obligation on their own behalf and to acquire rights. The Client may use the Service only for and in relation to their business or their professional activity. If one business entity orders many administration panels, each Administration Panel is regarded as a Client.
4. **The Service** – IdoSell Booking online service providing tools and resources for managing online reservations and website. The Service also includes Supporting Applications.
5. **Operator's service** – the IdoSell Booking service indicated in the Terms and Conditions, executed by the Operator.
6. **Booking client** – a person who makes a reservation via website or Widget using the Operator's service.
7. **Terms and Conditions** – The 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 IdoSell Booking cloud), including applications written by the Operator but installed on computers controlled by the Client or custom applications, created by programmers of the Client.
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. **Activation fee** – 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 request or automatically, when quantitative limits of the Service are exceeded.
13. **Third Party** – a legal person, an individual or an organization without legal identity, not related directly to the Client or to the Operator.
14. **Domain** – a sequence of alphanumeric symbols, unique within the Internet, which identifies an Internet site.
15. **Activation** (of a service) - provisioning of access to functionality and resources offered by a given Service to the Client.
16. **Price list** – detailed list of services with their prices, including administrative fees, service fees, and additional fees, provided on the website of the Operator. If an Affiliate Partner provides services to the Client, they may use their own Price list in relation to services provided.
17. **Settlement currency** – the currency in which the Balance is kept and settlements with the Client are made.
18. **Spam** – an application sent by electronic mail or an application which installs itself on the computer of the Client 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.
19. **Administration Panel** – a management tool for the Service which requires Authorization data.
20. **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.
21. **Billing data** – Client's company data. Such data must be confirmed by copies consistent with original company incorporation documents sent to the address of the Operator, including a copy of the issuance of



- a tax ID number and a confirmation of company incorporation required in a given country and for their legal form as well as information whether the Client is VAT registered.
22. **Widget** – an interface for offer presentation and an online reservation tool for booking Clients, which provides individual visual and navigation features.
  23. **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), or equal to zero.
  24. **Minimum Balance** – when this balance level is reached, the Operator is not obliged to provide the Service, including the displaying of the Widget.
  25. **Operator's Account** – bank account or internet payments system account, indicated by the Operator for payments for the Service in the Settlement Currency.
  26. **Settlement Period** – a period for which a Service Fee was invoiced. A standard settlement period is one calendar month beginning from the first day of each month. If the first day of the production period is not the first day of the month, then the first month the Settlement Period lasts from the day of the commencement of the production period till the last day of that month.
  27. **IAI blog** – an information sharing system for all Clients who use the Service via the Administration Panel. Information provided through the IAI blog has the same character and importance as paper documents, especially in relation to advance notifications about changes or maintenance that will be performed.
  28. **Ticket** – a message sent from the Customer Service Centre (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.
  29. **Written Format** – a paper letter sent as standard or recorded mail, an e-mail or a document enclosed with a Ticket signed with a qualified digital signature.
  30. **CSC** – a separate part of the Operator's website which requires Authorization Data to gain access. It allows for the Client's account to be managed, Tickets to be created and tracked, as well as settlements to be made.
  31. **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 and technical support for Clients. The role of an Affiliate Partner is to refer clients and provide services for them in a similar way to the business of the Operator.
  32. **Affiliate Partner External Services** – ES, services provided by an Affiliate Partner, which use the Service for integration, invoicing and communication with the Client via the CSC.
  33. **Channel Manager** – a Service function which enables for an automated integration with external OTA services, operated by a Third party.

## §2 – Subject of terms and initial provisions

1. Provisions comprised in these Terms and Conditions determine the mode of use of the Service, the scope of responsibilities and all other information of a regulatory character.
2. Getting acquainted with the Terms and Conditions 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. Making the first payment for the Service has the same effect as confirmation that the Client got acquainted with and accepts the Terms and Conditions contents. The day of registration of the Services in the Operator's network shall be regarded as the date from which provisions of the Terms and Conditions shall apply to the contract between the parties.

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

1. Registration of all types of services takes place via tools located on the Operator's website or via the Administration Panel, unless these Terms and Conditions provide otherwise. Services are activated after



- payment has been allocated to the Client's account.
2. By activating the Service 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. Any related disputes related shall be settled without participation of the Operator. 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.
  4. When ordering the Service, the Client chooses one of the Price lists offered by the Operator.
  5. The Operator reserves the right of refusal to conclude the Contract. If the Operator refuses to conclude the contract, no fees shall be charged to the Client.
  6. The Operator is not responsible for problems which result from delays caused by Third Parties (banks, post office, domain registrars, etc.).
  7. The default first payment corresponds to the sum presented in the Price list.
  8. The Operator provides the Client with the right to a 100-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 trial period, the activation fee may be returned.
    - b. During the trial period, no commission is being charged for all completed online reservations.
  9. In the event of a considerable delay in implementation work, caused by the Operator, in relation to the offer on the Website of the Operator, the Client has the right to apply to prolong the Trial Period by receiving a credit as described in §3-9, calculated in proportion to the period applied for.
  10. If the Operator and the Client did not sign an implementation contract which would indicate the scope, cost or functionality of the implementation, it is accepted that all modifications agreed between the Operator and the Client shall be made on general terms.

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

1. The Client agrees that all personal data provided during Activation may be processed in order for the Service to be provided by the Operator and issuance of accounting documents.
2. The Client declares that they are the sole administrator of all personal data of clients making reservations via applications provided by the Service, as well as the personal data of their employees, partners and contractors. The Client declares to process this data in accordance to all applicable laws and regulations. The Client entrusts the storage, availability and processing of customer, employee, partner and contractor personal data to the Operator. The Operator declares that all above mentioned personal data is processed in accordance to all applicable laws and regulations as well as data protection and privacy provisions mentioned in §4.
3. If the mode and purpose of use of a Booking client, employee, partner or contractor personal data obliges the Client to register the data set in accordance with the Act on Personal Data Protection, the Client is obliged to notify the General Inspector for Personal Data Protection of such a set, as well as any other institutions legally required to be notified.
4. If the Client switches on any of the dedicated Third Party integration via the Service, or sets up and manages external Third Party integration on their own, both the Client's and Booking clients personal data is made available to Third Parties solely at the Client's risk. The purpose, mode and terms of processing of such data by a Third Party should be defined in a separate contract between the Client and the Third Party. The Operator is not responsible for consequences of provision of such data to a Third Party.
5. 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 IdoSell Booking 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.
6. Clients declare that they are aware of their right to inspect and correct their own personal data.
7. The Operator is obliged to confidentiality in relation to Client's data including data of Booking clients. The Operator is bound not to provide access to such information and duly protect it from access by any unauthorized persons. The Operator cannot use such data for purposes not related to the provision of the Service.
8. The Operator has the right to use aggregated Client information in reports made by the Operator in a way that does not allow for the identification of the Client or the Booking client.
9. 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.
10. Payment data of Clients referred to the Operator by Affiliate Partners, shall be visible to the respective acquiring partner in order to make settlements under the partnership program. Clients can choose not to make such data available to the acquiring Affiliate Partner by making a suitable statement in a Written Format, which will result in the partner no longer receiving the relevant commission.
11. The Operator is obliged to obey the privacy policy published on the Operator's website.
12. In the event that a test page is displayed in relation to planned maintenance, a breakdown or blocking of the Widget, Clients agree that their Billing Data can be displayed.

#### **§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.
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 Clients 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. If the Client's Minimum Balance is negative:
  - a. The Operator issues a pro-forma invoice at the start of each new settlement period that corresponds to the sum of all fees for the previous settlement period. The Client is obliged to settle such invoice within 14 days from it being issued. The Client's Balance is not increased until payment for the pro-forma invoice is received.
  - b. In the event that a payment is overdue by at least 30 days, the Operator has the right to change the Minimum Balance to zero and proceed as if the Minimum Balance was reached.
  - c. For each day of delay in payment of a pro forma, the Operator has the right to increase the following invoice by an additional payment for maintenance of the Service with an extension, at



- 0.038% of the total value of the invoice (13.87% annually). The total number of days of the delay is equal to the difference between the payment deadline and the date of a full payment being received. Unless the parties agree otherwise, partial payment of the invoice shall not decrease the number of days of delay.
5. If the Client's Balance is positive and exceeds the value of fees charged during the termination period, the Client has the right to apply for a return of the surplus:
    - a. The application to return the Balance surplus has to be made within 60 days from the moment of termination of provision of the Service, however, not earlier than on the day of its termination, always in a Written Format. A handling fee, defined in the Price list, is charged when processing the return.
    - b. A return can be made only to a bank account within the SEPA banking system or accounts in other payment systems which are used by the Operator. Commissions charged by Banks and other transaction systems shall always be charged to the Client.
    - c. A return takes place in an agreed way and on the day agreed by the parties, within 14 day from a Correction VAT Invoice correctly signed by the Client being received by the Operator.
    - d. An application for the return may not relate to any work or tasks which cost had been accepted by the client, had been started and not finished by the moment of termination of the Service. Any additional payments for such tasks shall not be returned.
  6. VAT Invoices are issued in an electronic format, without a signature and sent by EDI accessible via CSC.
  7. The Operator declares that the exchange of electronic data meets the standards of the European EDI model described in article 1 of the 19th October 2004 European Commission Recommendation no. 1994/820/EC related to legal aspects of exchange of electronic data (the Official Journal UE L 338 of 28th December 1994). The procedures applied guarantee the authenticity of origin and data integrity. Paper copies of invoices shall be issued when ordered via the Administration Panel and their dispatch will be connected with a handling in accordance to the Price list.
  8. Unless the Operator and the Client agree otherwise, the Minimum Balance is:
    - a. An amount lesser than zero for Clients whose business is registered within the territory of Poland, for Clients who provided a written Contract (C/L/7) 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, who did not provide a written Contract (C/L/7) 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. Any Additional fee charged in accordance to the Price list.
  10. Balance is increased by:
    - a. Payments credited.
    - b. Gifts received or reimbursements after valid Client complaints.
    - c. Difference between the actual cost of a paid additional task and the initially agreed upon cost, if the task was completed in less time than initially planned.
  11. If the Minimum Balance is reached, the Operator has the right to refuse to provide the Service including the display of the Widget, or to take on further service works by the time when the Balance is increased or a new Minimum Balance is determined. The above applies also when one the Client has many Administration Panels.
    - a. 14 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 further 14 days from the moment when the Minimum Balance is reached and no payment has been made, all Widgets active in a given Administration Panel may be blocked.
    - c. 60 days after the Minimum Balance is reached and no payment has been made, the Operator may deem that the Client resigns from the Services. In such event, the last day of the indicated 60-day



period is considered to be the last day of the agreement validity.

12. If the Client has funds accumulated in the CSC, the Operator has the right to automatically transfer such funds to the Balance:
  - a. Some or all funds in order to avoid the blocking of the Service described in §5 item 12
  - b. All funds when the Contract is terminated.
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. Taking into account the following exceptions:
  - a. If the Client accepts PayPal payments integrated with the Service, funds accumulated on the PayPal CSC balance can be transferred only to an indicated Client's PayPal account or to the Account Balance.
  - b. Until the Client provides a PayPal account ID, the funds accumulated in the CSC will be awaiting withdrawal.

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

1. All agreements on C/L/7 form are concluded for an indefinite time. 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 as described in §2 pt. 3 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 IAI 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 IAI-News 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 has the right to refuse to accept new Terms and Conditions and the Price list. Lack of acceptance is equivalent to termination of the Contract on general terms, counted from the day of the receipt of the refusal in a Written Format. Clients have the right to opt for either a 2 or 3 month termination period, which goes into effect at the end of the month. In the case that neither option is specified by the Client, the 3 month termination period is assumed.
  - 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. Clients 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 item 4.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.

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 item 9.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 item 5, for a return of a surplus Balance which results from a conversion described in §6 item 9.b.
10. Clients may not change the Settlement Currency if the Balance is negative, or if they are on a fixed term Contract.

## **§7 – Contract termination**

1. Contract can be terminated by:
  - a. The Client by adhering to the 2 month termination period.
  - b. The Operator, with a 3 month termination period, effective from the end of the current settlement period.
  - c. In the event that the termination period requirement is not adhered to, the responsible party will pay a fine in the amount equivalent to the highest Service Fee applicable during the Contract period, for each month of the required termination period.
2. Contract termination must be delivered to the other party's official address in a Written Format, otherwise it will be considered null and void.
3. The Client shall be charged in full for all Additional tasks ordered. If any Additional tasks are not finished before the end of the termination period, they will be treated as completed during the last month of the termination period.
4. Clients are obliged to provide correct billing data during the whole term of the Contract. If Clients change their billing data, they are obliged to notify the Operator using a Ticket and to provide a copy of company registration documents which confirm the change.
5. Providing false billing data, data which is not up to date for at least 2 settlement periods after data is changed, lack of notification about a cession of rights for at least 1 settlement period after the transfer of ownership of an Administration Panel or company closure, in particular, conducting sales without having a company and by the same infringement of provisions of the Terms and Conditions authorize the Operator to cease provision of the Service and terminate the Contract with immediate effect, without adhering to the termination period requirement, at the fault of the Client.
6. The Operator reserves the right to terminate the Contract with immediate effect, without adhering to the termination period requirement, at the fault of the Client if:
  - a. Provisions of the Terms and Conditions are infringed by the Client in a flagrant manner.
  - 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.



- c. The Service is used contrary to its designation or the Client acts intentionally to cause damage to the Operator.
7. Providing access to the Administration Panel or the Widgets is available only to the Client's branches or standalone entities, after purchasing the service supporting another Widget with the possibility of providing different company details for seller. In case of granting access to the Administration Panel or Widgets, the Client bears full responsibility for actions taken by those entities.
8. If the Contract is terminated as a result of circumstances described in §7 item 4 or §7 item 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, 6 months from the date of termination of the Contract or 14 days from the receipt of request from the Client in a Written Format.
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 item 4.b, cancelling the request equates to the updated Terms and Conditions and Price list being accepted by the Client.

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

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 of it in advance.
3. The Operator does not maintain Services being used inconsistently with their intended designation.
4. The moment the Service is terminated, all recurring services operating within the same domain are deactivated, regardless of how long the service fee was paid for.
5. The Operator has the right to change the Client's Subscription fee if the previous model is no longer offered.
6. If the Client manages over 100 reservation items, the Operator has the right to change the Client's Subscription fee to an individually calculated model. The Client may return to the standard Subscription fee after twelve Settlement periods.
7. Service fees and additional fees are charged to all Widgets in one panel combined. Activation fee is charged upon activation of the first Widget. Upon activation of subsequent Widgets an activation fees fare charged in accordance with the Price list.
8. After changing the Subscription model from the Commission-based fee to the Flat fee, the Client may return to the previous model no sooner than after twelve Settlement periods.
9. Under the Commission-based model, apart from the subscription fee charged every twelve Settlement periods, commission in the amount of 1% 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. Exceptions:
  - 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.





10. In the event of exceeding the limit of reservation items under the Flat fee model, an additional fee will be calculated and added to the monthly subscription. The maximum sum thus obtained will be applied over the course of consecutive twelve Settlement periods. If, in the above-mentioned period, the number of reservation items is reduced, the fee will be charged as for the maximum number of reservation items added over the last twelve Settlement 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. 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 a helpline accessible via a landline phone number. If the discussed issue requires documentation or transfer of data, the Operator may refuse to solve the issue by phone 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 calls via 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.
14. The Client chooses the entity which provides technical support and the plan of technical support via CSC.
  - a. The Client can send Tickets directly to the Operator, however, if an Affiliate Partner is chosen as an entity which provides technical support, the Operator has the right to refuse standard technical support service without justification.
  - b. The Operator's technical support is charged in accordance with the Price list.



- c. If the Client chose an Affiliate Partner as the entity providing technical support, the Client is not obliged to make any additional payments related to such support outside of the Balance.
  - d. If the Client chose an Affiliate Partner as the entity that provides technical support, Additional tasks can be commissioned to either the Affiliate Partner, or the Operator. The cost and scope of work is determined by the Affiliate Partner, and the Client must accept the cost of each task. Fees for Additional tasks are deducted from the Balance by the Operator and settled directly with the Affiliate Partner. The Client is not obliged to make other payments related to Additional tasks.
15. In order to make consulting with Clients more effective the Operator provides a possibility to obtain advice by phone, 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. Phone consultancy is free of charge.
  - c. The cost of the telephone connection is borne by the Client. The Operator is not obliged to phone the Client in order to provide technical support.
  - d. The Consultant answering the phone 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 phone call has the right to terminate the call when they regard that the phone call lasts too long or the Client abuses phone technical support which makes contact for other Clients impossible.
  - f. The Consultant answering the phone 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.
16. Tickets available via the CSC form the basis of communication between the Client and the Operator. All parties are bound to regularly check, read and reply to Tickets. All provisions or agreements made through Tickets have a similar character to letters sent by mail, except for the situation described in §7 item 2.
17. 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. The Widget was generated correctly but it does not load at all or it is noticeable that the Widget does not work correctly 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.
18. 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.
19. The Client has the right to order Additional tasks to be performed by the Operator using the Administration Panel. The following rules shall apply during valuation, before execution of an order:
  - a. The price of a task depends on the number of hours necessary for its execution and is the multiplication of time and unit price listed in the Price list.
  - b. If the Client changes the requirements many times, the Operator may increase the time necessary for execution of the task by a quantity adequate to the changes that were made.
  - c. If the Client does not maintain correspondence with the Operator in relation to matters important for execution of the task for more than 30 days, if the task is paid for on the basis of work-hours, the Operator has the right to close the task and charge an amount in proportion to time actually spent on the task. If the Client wants to execute the task again, the task will be executed on



- general terms. If the task is paid for as a complete task, the Operator has the right to regard the task as completed.
- d. The agreed scope of work influences time required to execute the order. If the Client modifies the scope of work, the Operator has the right to change the value of the fee and the deadline for completion of the task, or not to execute the task. If the Client refuses to accept the changed price and deadline, the Operator shall complete the order on the basis of the original scope and schedule.
  - e. The Operator is responsible for the validity and performance of Additional task deliverables in the same way as for the Service. The Operator shall remove potential technical defects, at own expense and within the shortest time possible.
  - f. Deadlines for completion of tasks provided by the Operator are for information purposes only and cannot be subjects of complaints. If the planned deadline of completion of a task is considerably exceeded, the Client may withdraw from the order which shall not have any impact on other obligations which result from the Service.
  - g. If it is necessary to test and document any additional functionality, in particular applications created as a result of an order from the Client, time for testing and preparation of manuals or documentation shall be included in paid time of execution of the task.
20. Clients are required to pre-approve the cost of all paid Additional tasks.
- a. The Client may indicate persons who will be authorized to accept such tasks. Authorization to accept tasks means award of a special power of attorney by the Client. The power of attorney may be withdrawn by a withdrawal of such authorization in the Administration Panel.
  - b. If the task is executed correctly and in accordance with the agreed scope, acceptance of the cost of execution of the task removes all possibilities of complaints related to the costs of task execution.
  - c. If execution of the task requires, in a justified way, a cost that is higher than the initially accepted cost, the Client shall accept the new, higher cost of execution. If the Client rejects the cost, the task's execution shall be suspended and only the fee which had been initially accepted shall be charged. A task with execution time that was impossible to estimate at the beginning because of untypical scope of work or unforeseen technical problems which appeared during execution of the task shall be regarded as a task with a justified higher cost. The Operator does not regard visible or hidden defects which result from incorrect execution of the task as a justified higher cost.
  - d. When evaluating the scope of work, the Operator provides time and cost estimation in good faith, considering known and foreseeable circumstances. The Operator is not responsible for an extension of time of execution of a task and simultaneous increase of its cost, if the original scope of work was difficult to estimate because of very high complexity, innovativeness and uniqueness of the task. In such situation, the Operator may reduce the scope of the task in order to fit in the planned budget, e.g. by omitting less important but expensive details. If completing the task in its reduced form is not possible and the Client does not agree for payment of an additional cost, the Operator may resign from execution of the work and return the advanced payment received for the task to the Balance of the Client.
21. The Operator has the right to place a text or a graphic with information on the logotype and the name of the Service, in the Widget and on offers made with the use of the Service. Maximum size of such information cannot exceed 97 by 26 pixels and shall be a static text or a graphic with a reference to the Operator's website. Additionally, the Operator may include the name of the Service on the documents and files generated by the Service. The Operator has the right to refuse, without justification, any request to change or replace such element, if it is a standard element.
22. The Operator has the right to place an additional Information Site in the Widget, related to Operator's services, with references to the Operator's website. The Operator has the right to refuse, without justification, any request to change or replace the Information site, if this is a standard site, used in all Widgets.
23. The Operator offers chosen services from the Price list in Express Mode:
- a. Express Mode means that the task will be commenced within at most 4 days from the moment of its approval and will be executed as promptly as possible. The Operator shall always first execute tasks in Express Mode.



- b. The Operator has the right to refuse to execute a task in Express Mode, if the total amount of tasks ordered in Express Mode by all clients does not allow for execution of the task on time.
24. 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.
25. 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.
26. Clients use integrated services of Third Parties at their own risk, in particular:
  - a. They should contact the Third Party before the integration is enabled, unless information provided on the Third Party's website states otherwise.
  - b. They should always check whether the course of the integration was correct.
  - c. In the event of a breakdown they should provide the Operator with all information necessary for verification, including data saved on a disk or transferred, where possible.
27. In order to allow use of Affiliate Partner External Services (ES) in a similar way to use of the Service:
  - a. Payments for ES are taken directly from the Balance. Clients allow for debiting of the Balance by an Affiliate Partner during the period from the issuance of the permission until its revocation.
  - b. In order to make operations on the Balance possible, Clients agree for ES to debit their Balance and allows ES to inspect their Balance.
  - c. The scope of work is determined by ES and the Client is obliged to get acquainted with its description before the order.
  - d. The Operator provides communication with ES via Tickets. The Operator guarantees support in the process of arrangements with ES only in relation to issues submitted via Tickets.
  - e. The Client is not obliged to make any other payments for use of ES outside of the Balance.
  - f. Costs of use of ES are visible in the Balance and on the invoice from the Operator.
  - g. If ES requires that a contract should be signed, its transfer should be made by both parties in a form of a Ticket. A contract signed this way shall be honoured by ES, the Client and the Operator.
28. The Operator may proceed with activities restricting the Service functionality in order to secure a proper performance of the Key functions.
  - a. If the Server is overloaded, making it impossible to view the site or slowing it down considerably, the Operator has the right without a prior warning, to temporarily, automatically block of non-key functionality of the Service, in particular to temporarily limit API access or access of other functions which require a lot of processing power, so that the Service can handle tasks related to the operation of Key functions. The Key functions are considered to be: displaying the Client's website by the Booking Client, possibility of indexing the page by search engines, placing reservations and accepting payments, ability to display orders and booking management.

## §9 – Responsibilities of the Operator

1. The Operator is responsible for damages caused to the Client by purposeful non-performance or undue performance of Services, up to the value of the Service fee and recurring Additional fees, during the month when the damage took place.



2. The Operator does not bear liability to pay any compensation for the time of the Service unavailability.
3. 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 and Supporting Applications, 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.
4. 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.
5. The Operator shall not be responsible for any loss of, 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').
6. The Operator shall not be responsible for loss of Authorization Data, or any use of such data by an unauthorized party.
7. 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.
8. 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.
9. 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.
10. The Operator is not obliged to train the Client on the use of the Service.
11. 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.
12. 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.
13. 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 Clients 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. Clients are 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.

#### **§10 – 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.
2. 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 client in an e-mail or the Widget.
3. A complaint can be accepted in whole or partially in accordance to §10 of the Terms and Conditions.
4. 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.
5. 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.
6. 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.
  7. A complaint related to an invoice issued in accordance with §5 item 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.
  8. 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.
  9. If the Client made a complaint in accordance to §10 pt 9, they are not subject to the procedure described in §10 pt 10.
  10. If access to the CSC is not possible, a complaint shall be made in a Written Format and sent to the address indicated on the Operator's website.
  11. The Operator shall examine a complaint within 14 days from its delivery and shall send a response to the Client, with the decision and its justification, in a Written Format.
  12. If the Client makes use of Technical Support and 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 §10 of these Terms and Conditions.
    - 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.
  13. If the Client makes use of the PayPal payments integrated with the Service, they are subject to the complaint procedures under PayPal Inc. settlements.
    - a. The Operator bears no liability for the outcome of the procedure and is not responsible for returning funds for such ruling.
    - b. The Client shall issue a justification clarifying the circumstances of the transaction to PayPal Inc.
    - c. Neither these Terms and Conditions nor the Operator bear any liability for the complaint procedures of PayPal Inc.
  14. The Client may sue the Operator only after exhausting the available complaint proceeding options.

## §11 – Final provisions

1. The Terms and Conditions shall be effective, and apply to Contracts made, from the day of their publication on the Operator's website. In the case of Contracts concluded before the date of the publication, the Terms and Conditions dated 1<sup>st</sup> October 2015 with application of provisions of §6 shall apply.
2. In matters not covered by these Terms and Conditions, provisions of the Civil Code and respective



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provisions of the Polish law shall apply.

3. All related disputes shall be settled by the civil court in Szczecin, Poland.
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.