

Terms and Conditions of Calendesk Services

[CHAPTER I: PRELIMINARY PROVISIONS]

§ 1.

General provisions

1. The Terms and Conditions set forth the rules for the provision of Services by the Operator, including the rights and obligations of the Parties, the scope of responsibility of the Parties, and other terms and conditions of the agreement, the subject matter of which shall include the provision of Services, in particular within the Reservation System.
2. The agreement is concluded only between the Operator and the Business Customer. The Operator does not enter into agreements with End Customers. The agreements with End Customers are concluded by the Business Customer through the Reservation System.
3. The Operator hereby informs that it only makes available the resources of its ICT systems within the framework of the Agreement in order to enable the Business Customers to use the Services. Moreover, the Operator does not provide any other services on its own behalf, nor is a party to the conclusion of any agreements, the subject matter of which may be, in particular, the provision of any services by the Business Customer to the End Customer. The Business Customer shall be solely responsible for the provision of services to the End Customer.
4. The Operator may enter into separate, customized agreements with Business Customers for the provision of Services. In such a case, these Terms and Conditions shall form an integral part of the separate agreement. If there are contradictions between the content of the separate agreement and these Terms and Conditions, the provisions of the separate agreement shall prevail.

§ 2.

Definitions

The terms used in the Terms and Conditions shall mean the following:

- 1) **Subscription** — a "Subscription" shall mean the remuneration due to the Operator for the provision of Services by the Operator in accordance with the selected Subscription Plan;
- 2) **Update** — an "Update" shall mean an update which the Operator has agreed to provide and which is necessary for the Digital Services to comply with the Agreement;
- 3) **blocking of the User account** — "blocking of the User account" shall mean actions that consist in preventing the User from using the Services in cases indicated in the Terms and Conditions;
- 4) **Price** — a "Price" shall mean the specific monetary amount payable to the Operator for the acquisition of the Package;
- 5) **business days** — "business days" shall mean days from Monday to Friday, excluding public holidays;
- 6) **E-payment** — "E-payment" shall mean the payment for a Digital Service by means of a digital representation of its value, in particular by means of electronic vouchers, e-coupons, virtual currencies, etc.;
- 7) **registration form** — the "registration form" shall mean the form in the Reservation System, which is used to register the User in the Reservation System and create a User account;
- 8) **functionality** — a "functionality" shall mean a single task that can be performed within the Reservation System;
- 9) **business hours** — "business hours" shall mean the hours from 09:00 a.m. to 4:00 p.m. (according to the time zone for Warsaw, CET) on business days;
- 10) **password** — a "password" is meant a string of characters used to secure access to the Services;

- 11) **Business Customer** — a "Business Customer" shall mean a natural person, a legal person, or an organizational unit with legal capacity, concluding agreements with End Customers within the scope of its business activity, the subject matter of which may be, in particular, the provision of cosmetic, hairdressing, psychological, legal, etc. services;
- 12) **End Customer** — an "End Customer" shall mean a natural person, a legal entity, or an organizational unit with legal capacity, concluding an agreement with the Business Customer, the subject matter of which is the use of services offered by the Business Customer;
- 13) **User account** — a "User account" shall mean an account created by the User in the Reservation System, and the User account may only be a Business Customer's account;
- 14) **login** — a "login" shall mean an individual and unique designation of the Business Customer, allowing to identify them, to be used when using the Services. In the case of the Operator's data communications systems, the standard is the e-mail address provided by the Business Customer;
- 15) **Subscription Period** — the "Subscription Period" shall mean the period for which the Business Customer is entitled to use the Services under the concluded Agreement;
- 16) **Trial Period** — the „Trial Period" shall mean the first 14 days of use of the Services by the Business Customer with the view to trying out the functionality of the Services, for which the Business Customer is exempt from paying the Subscription;
- 17) **Settlement Period** - the "Settlement Period" shall mean the period selected by the Business Customer for making payments, whereby the Settlement Period may include:
 - a) one month, calculated from the time the payment has been credited;
 - b) one year, calculated from the conclusion of the Agreement;
- 18) **Operator** — the "Operator" shall mean MPR Spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw, ul. Floriańska 6/2, 03-707 Warsaw, entered into the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Economic Division of the National Court Register under the National Court Register (KRS) number: 0000788188, Tax ID number: PL5783137225, share capital: PLN 10,000;
- 19) **Fee** - a "Fee" shall mean any amounts due to the Operator, in particular the Price or the Subscription;
- 20) **Package** - a "Package" shall mean a specific set of Services that may be provided by the Operator against a fixed Price. The Package may be purchased during the Subscription Period;
- 21) **Subscription Plan** — a "Subscription Plan" shall mean a specific set of Services that may be provided by the Operator in exchange for a fixed subscription;
- 22) **intellectual property rights** — "intellectual property rights" shall mean intellectual property rights (copyright, industrial property rights, database rights) vested in the Operator under the Reservation System;
- 23) **Entrepreneur-Consumer** — an "Entrepreneur-Consumer" shall mean an entrepreneur who conducts business activity on the basis of an entry in the Central Registration and Information on Business, and who wants to conclude an Agreement with the Operator directly related to their business activity, and at the same time the Agreement is not of a professional nature for them;
- 24) **Terms and Conditions** — "Terms and Conditions" shall mean these Terms and Conditions;
- 25) **Parties** — "Parties" shall mean the Operator and the Business Customer;
- 26) **Reservation System** — the "Reservation System" shall mean an ICT system under the name of Calendesk available as:
 - a) a Reservation System for mobile devices, which can be downloaded from Google Play, App Store;
 - b) a browser-based Reservation System, which can be used through the website;and under which the Operator provides ICT resources to Business Customers;
- 27) **Digital Content** — "Digital Content" shall mean data produced and provided in a digital form that may be uploaded to the Reservation System;
- 28) **User Content** — "User Content" shall mean all data produced or provided by the User in the course of using the Services, in particular the Reservation System;
- 29) **Agreement** — the "Agreement" shall mean the agreement for the provision of Services by the Operator to the Business Customer;
- 30) **Services** — "Services" shall mean Digital Services or Electronic Services;
- 31) **Digital Services** — "Digital Services" shall mean services that allow the User to:
 - a) produce, process, store or access data in a digital form;
 - b) share digital data that has been uploaded or created by the User or other users of the Services;
 - c) other forms of interaction through data in a digital form;
- 32) **Electronic Services** — "Electronic Services" shall mean electronic services within the meaning of Article 2(4) of the Act of 18 July 2022 on the Provision of Services by Electronic Means (uniform text: Polish Journal of Laws of 2020, item 344, as amended), which are provided by the Operator to the User;

33) **User** — a "User" shall mean the Business Customer;

34) **third-party supplier** — a "third-party supplier" shall be mean any third party not being the Operator, who provides any goods or services required for the performance of the Agreement, in particular software used in the Reservation System and services necessary for the operation of the Reservation System.

[CHAPTER II: SUBJECT MATTER AND CONCLUSION OF THE AGREEMENT]

§ 3.

Subject matter of the Agreement

1. Under the Agreement, the Operator undertakes to provide the established Services, in particular under the Package or the Subscription Plan to the Business Customer, and the Business Customer undertakes to use the Electronic Services as intended, in compliance with the rules provided in the Terms and Conditions — either against payment or free of charge.
2. Information on whether certain Services are provided against payment or free of charge is posted directly in the Reservation System, on the Operator's website, or is provided to Business Customers in any other way that allows them to become familiar with the price list, such as by sending an e-mail with the price list.
3. The use of the Reservation System by the Business Customer is always subject to a fee and requires the payment of Fees in accordance with the information provided by the Operator.

§ 4.

Conclusion of the Agreement

1. Before concluding the Agreement, the Business Customer is obliged to familiarize themselves with the Operator's information on the rules for providing Services, the provisions of the Terms and Conditions, and other conditions. By concluding the Agreement, the Operator is entitled to assume that the Business Customer has complied with the above requirements.
2. Each Business Customer, prior to the conclusion of the Agreement, shall be provided with a free opportunity to review the content of these Terms and Conditions in a manner that makes it possible to acquire, reproduce, and record their content by means of the information and communication system used by the Business Customer or by other means.
3. The Business Customer is bound by the provisions of the Terms and Conditions if they were made available to them in the manner described in paragraph 2.
4. Any information regarding the provision of Services, which is contained on the Operator's website or disseminated through other communication channels (e.g. social media), does not constitute an offer within the meaning of Article 66 of the Polish Civil Code, but possibly an invitation to conclude an Agreement.
5. In order to purchase the Services in accordance with the selected Package or Subscription Plan, the Business Customer should select the Package or Subscription Plan they are interested in and then complete the order form in accordance with the individual steps. The acquisition of a Package is only possible if the Business Customer has an active Subscription Plan. The acquisition of Packages without an active Subscription Plan is not possible.
6. For the purpose of concluding an Agreement, it is necessary for the Business Customer to accept the Terms and Conditions — either through an appropriate declaration made, for instance, via a check-box, or implicitly, by starting to use the Services (free of charge) within the Reservation System.
7. The Agreement is concluded as soon as the actions listed in paragraph 5 to 6 have been performed.
8. Depending on the type of Services selected, an Agreement of a certain nature is concluded between the Operator and the User:
 - a. in the case of Digital Services, an agreement for the provision of digital services is concluded;
 - b. in the case of Electronic Services, an agreement for the provision of electronic services is concluded;
9. For the avoidance of any doubt, the Operator indicates that:

- a. the Agreements which relate to Digital Services are agreements for the provision of digital services subject to the provisions of Chapter 5b of the Consumer Rights Act of 30 May 2014;
- b. the provisions of Chapter 5b of the Consumer Rights Act of 30 May 2014 do not apply to Agreements that do not relate to Digital Services.

[CHAPTER III: USE OF THE RESERVATION SYSTEM]

§ 5.

Nature, purpose, and development of the Reservation System

1. The Reservation System was created primarily to facilitate the scheduling of meetings, deadlines, etc., by End Customers with Business Customers. In addition, the Reservation System is used to manage services directly by the Business Customer, who can use the Reservation System to control service provision deadlines, payments made, contact End Customers, manage staff schedules, etc.
2. The Reservation System and the Services related to the Reservation System allow Business Customers to, among other things:
 - a. create a User account in order to use certain functionalities of the Reservation System;
 - b. accept online reservations;
 - c. send automated notifications to End Customers;
 - d. offer membership cards and subscriptions to End Customers;
 - e. conduct video consultations using external video consultation tools (e.g., Google or Zoom);
 - f. manage online payments (using third-party payment operators);
 - g. create websites;
 - h. create simple mobile applications;
 - i. manage staff work schedules;
 - j. synchronize calendars using external integrations;
 - k. export data;
 - l. automate invoice issuance and sending using external integrations;
 - m. use analytical tools using external integrations;
 - n. perform integrations with external software;
 - o. perform other activities provided for within the functionality of the Reservation System.
3. The Reservation System shall in no way be used for illegal or immoral purposes.
4. The Operator provides the Reservation System in an "as is" model, which the Business Customer accepts. The Operator does not guarantee that the Reservation System will fully meet all the needs of the Business Customers, nor does it guarantee that it will be possible to achieve all the objectives expected by the Business Customers through the Reservation System. The Operator is only obligated to provide the Reservation System and provide Electronic Services in accordance with the Terms and Conditions.
5. Since the Reservation System is the Operator's ICT system, the Operator may conduct technical and IT work to develop the Reservation System and ensure the provision of Services at the highest possible level.
6. As part of the development of the Reservation System, in accordance with paragraph 5, the Operator may, in particular:
 - a. add new functionalities and change or delete existing functionalities within the Reservation System;
 - b. introduce the Reservation System to another type of device
7. If the Operator's actions referred to in paragraph 6 do not materially affect the Users' rights and obligations, these actions do not require an amendment to the Terms and Conditions.

§ 6.

Technical requirements for the Reservation System

1. Prior to concluding the Agreement, the Business Customer is obliged to verify that they meet the minimum technical requirements to use the Reservation System referred to in paragraph 2.

2. In order to use the Reservation System, at least the following is required:
 - a. having a web browser, such as: Google Chrome, Safari, Opera, and Microsoft Edge. Each browser should have JavaScript, CSS, HTML5, and the "cookies" option enabled;
 - b. having permanent access to the Internet;
 - c. having a mobile device with Android version 12 or above;
 - d. have a mobile device with iOS version 15 or above;
 - e. having an active e-mail box.
3. In order to carry out the integration of the Reservation System with the information system used by the Business Customer, at least the following is required:
 - a. access to the Operator's API;
 - b. access to external tools that enable integration with Calendesk IT system;
 - c. fulfillment of specific technical requirements, defined separately for the IT system in question.
4. The Operator shall provide technical assistance related to the integration of the Reservation System with the information system used by the Business Customer, on the following terms:
 - a. by e-mail to support@calendesk.com;
 - b. by chat available on the Calendesk website. In the event that the Business Customer is interested in performing an individual integration with their IT systems, the Operator may perform such integration on the basis of a separate agreement and for a separate fee.
5. If, for the purpose of using the Reservation System (or its individual functionalities), it is necessary for the Business Customer to meet additional technical requirements other than those indicated in paragraphs 2 to 3, the Operator shall inform the Business Customer thereof before the commencement of using the Reservation System, by posting appropriate information within the Reservation System.

[CHAPTER IV: RULES CONCERNING THE USE OF THE RESERVATION SYSTEM]

§ 7.

Basic rules for using the Reservation System

1. Each Business Customer shall be responsible for securing their login credentials, including login and password, against unauthorized access.
2. Providing login and password to unauthorized persons is strictly prohibited. Providing login and password to unauthorized persons may contribute to a security breach of the Reservation System, as well as of the provision of Services by the Operator; and therefore the determination by the Operator that the indicated data are in the possession of an unauthorized person may result in the blocking of access to the Reservation System, including the blocking of the User account.
3. In the event that the Business Customer finds that the login data, including login and password, may have been taken over by an unauthorized person, they are obliged to notify the Operator immediately. The Operator, upon receipt of the notification, may block the User account. After the blocking, renewed access to the Reservation System will be possible after the Business Customer changes the password and, if necessary, performs the authentication steps provided by the Operator as part of its security procedures — according to the information provided by the Operator.
4. The Business Customer, under pain of immediate termination of the Agreement due to the Business Customer's fault may not use the Reservation System, as well as the Services:
 - a. in a manner inconsistent with their nature and purpose, in particular in a manner that prevents or interferes with the use of the Operator's system or hardware resources by other Business Customers;
 - b. in a manner that leads to the commission of a prohibited or an illegal act as defined by applicable law, in particular by committing a crime;
 - c. for the purpose of sending unsolicited commercial information, other spam, or providing content of an unlawful nature;
 - d. in a manner detrimental to the integrity of the Operator's IT system.

5. A Business Customer shall not take steps to learn the access data, including logins and passwords, of other Business Customers.

§ 8.

Security and threats

1. The Operator shall provide the Services with due security standards, in a manner that prevents unauthorized access to the data and information processed within the Reservation System.
2. Despite the measures taken by the Operator referred to in paragraph 1, each Business Customer should be aware of the potential threats associated with the use of the Internet.
3. The primary threats associated with the use of the Internet include, but are not limited to, malware, viruses, worms, trojans (Trojan horses), keyloggers, dialers; spyware; programs that track the Business Customer's activities; spam; phishing; or hacking of the Business Customer's ICT system using hacking tools.
4. In order to counteract the threats referred to in paragraph 3, the Business Customer should use appropriate security measures — e.g. in the form of an anti-virus program, firewall, use of encryption mechanisms, regular maintenance of the equipment used, expanding knowledge on cyber security issues.

[CHAPTER V: USER ACCOUNT AND ITS BLOCKING OR DELETION]

§ 9.

User account

1. In the case of the Reservation System, a User account is created directly by the Business Customer. In the case of End Customer accounts, the Business Customer manages the creation, modification, and deletion of the End Customer's accounts in the Reservation System in accordance with their own needs in the scope of business conducted using the Reservation System.
2. As part of the use of the Reservation System, the Business Customer may create a User account that allows full use of the functionalities available in the Reservation System.
3. In order to open a User account, the Business Customer shall:
 - a. meet the technical requirements stipulated in § 6(2);
 - b. complete the registration form in accordance with the instructions contained in the registration form. The Business Customer is required to provide true, accurate, and complete personal information;
 - c. save and send the registration form.
4. After having submitted the registration form in accordance with paragraph 3, the Business Customer will receive confirmation of the submission of the registration form to the provided e-mail address.
5. The Reservation System is intended for adults only, which means that it is prohibited for a person under the age of 18 to create a User account. If a User account is created by a person under 18 years of age, the parents, legal guardians, or other legal representatives shall be responsible for any damage related to the use of the Reservation System by such a Business Customer.
6. The Operator shall at any time have the right to verify that the Business Customer is an adult. For this purpose, the Business Customer shall provide the Operator, upon express request of the Operator, with proof of having reached the age of 18.
7. After creating a User account, the Business Customer is given access to its functionality.

§ 10.

Blocking the User account or deleting the User account

1. If a Business Customer uses the Services in violation of the Terms and Conditions, the Operator may:
 - a. block the User account, for a definite or indefinite period of time;
 - b. permanently delete the User account;depending on the circumstances of the particular case.
2. Blocking the User account or permanent deletion of the User account may take place if the Business Customer:
 - a. has violated the provisions of § 7;
 - b. refers to other Business Customers in an abusive, vulgar, or other manner inconsistent with public decency;
 - c. uses the Services contrary to the Terms and Conditions;
 - d. attempts to obtain the Service by deception or without obligation to pay;
 - e. violates the terms of use of the Services;
 - f. impersonates any third party;
 - g. provides services to End Customers in violation of due diligence or uses the Reservation System for any unlawful activity related to End Customers (e.g., accepts payments without providing services);
 - h. is late with the payment of the Fees.
3. Blocking the User account or permanent deletion of the User account due to violations of the Terms and Conditions is possible after the Business Customer has been given an opportunity to provide an explanation of the alleged violation — subject to paragraph 4.
4. The Operator shall not be obliged to allow the Business Customer to provide explanations in a situation where the Operator receives an official notice or obtains credible information about the unlawful nature of the Business Customer's data or activities, as well as in a case where withholding the blocking or deleting of the User account may threaten the Operator or a third party with damage or other serious consequences (e.g., the possibility of holding the Operator legally liable, including criminal liability, further violation of the protected property of a third party, etc.).
5. When blocking the User account, the Business Customer may not:
 - a. use the Services that require an active User account;
 - b. create a new User account;
 - c. use technical means to circumvent or disable the blocking of the User account;
 - d. make further attempts to continue unlawful activity — despite the blocking of the User account.
6. Revocation of the blocking of the User account after its application by the Operator is possible only if the Business Customer submits a comprehensive and truthful explanation and ceases the violations of the Terms and Conditions that were the reason for the introduction of the blocking of the User account. In the event that there have been any consequences of violations committed by the Business Customer, an additional condition for revoking the blocking of the User account shall be the effective removal of the consequences of such violations by the Business Customer.
7. In the event that the Operator receives an official notice or obtains credible information about the unlawful nature of the data or activity performed by the Business Customer, the Operator shall be entitled to immediately block or delete the unlawful data on the User account, as well as to prevent further unlawful activity, in particular by blocking the User account and deleting the content posted by the Business Customer.
8. In the case indicated in paragraph 7, the Operator shall immediately notify the Business Customer of its intention to delete the data or prevent further unlawful activity. Once the Business Customer has been notified, the Operator shall not be liable to the Business Customer for deletion of unlawful data or prevention of unlawful activity, including any damage resulting therefrom.

[CHAPTER VI: INTERRUPTIONS IN THE OPERATION OF THE RESERVATION SYSTEM AND NOTIFICATION PROCEDURE]

§ 11.

Service and maintenance

1. The Operator shall provide access to the Services 24 (in words: twenty-four) hours a day, seven days a week and almost all days of the year, but access to the Services may be limited in the event of:
 - a. failures or errors;
 - b. maintenance and modification of ICT systems, servers, etc.;
 - c. occurrence of force majeure;
 - d. actions of third parties, including interference with the operation of the Reservation System;
 - e. other circumstances beyond the Operator's control.
2. The Operator shall inform the Business Customer at least 3 (in words: three) days in advance of their intention to carry out service and maintenance work if the work is of a significant nature and requires a longer period of time. The Operator will endeavor to ensure that such work takes place at night, on weekends, and on holidays.
3. The service and maintenance work referred to in paragraph 2 shall not exceed 8 (in words: eight) hours at a time.
4. The Operator has no influence over the performance of service and maintenance work by third-party suppliers.

§ 12.

Technical support

1. The Operator shall provide the Business Customer with technical support for the use of the Reservation System — within reasonable limits.
2. Technical support does not include servicing, maintenance, repair, or other activities of an IT nature that should be performed on the Business Customer's infrastructure, in particular at the Business Customer's place of business or premises.
3. Technical support is provided remotely on business days, during business hours.
4. Before using the technical support, the Business Customer is required to read the information contained in the "Technical support" tab, "FAQ" or a tab that serves a similar function.
5. In order to use technical support, the Business Customer should provide a description of the problem to the Operator — via e-mail to support@calendesk.com or via the corresponding functionality within the Reservation System (if such functionality is implemented).
6. Acceptance of the notification referred to in paragraph 5 shall be immediately confirmed by the Operator by e-mail.

[CHAPTER VII: PROVISION OF SERVICES]

§ 13.

General rules regarding the provision of Services and their use

1. The Operator shall provide the Services with due diligence foreseen for a professional activity of this kind.
2. The Operator shall be entitled to make changes to the Digital Services during the term of the Agreement, with the exception of Digital Services that are provided on a one-off basis. Changes to Digital Services that have been acquired by the Entrepreneur-Consumer may be made subject to the following requirements:
 - a. changes to the Digital Services may only be made for legitimate reasons, in particular such as the rectification of faults, the adaptation of the Digital Services to User's needs, the adaptation of the Digital Services to legislative changes or decisions of courts and authorities;
 - b. changes to the Digital Services must not incur any costs on the part of the Entrepreneur-Consumer;
 - c. the Operator shall inform the Entrepreneur-Consumer in a clear and intelligible manner of the introduced change;
 - d. if the change to the Digital Services materially and adversely affects the User's access to or use of the Digital Services, the Operator shall inform the Entrepreneur-Consumer with sufficient advance of at least

- 7 days, on a durable medium, of the characteristics and date of the change, as well as the rights associated with the changes;
- e. if a change in the Digital Services materially and adversely affects the User's access to or use of the Digital Services, the Entrepreneur-Consumer may terminate the Agreement without notice within 30 days from the date of the change in the Digital Services or the notification of the change in the Digital Services, if the notification is later than the change. The User shall not be entitled to this right if the Operator provides the Entrepreneur-Consumer, at no additional cost, with the right to keep the unchanged Digital Services in accordance with the Agreement.
3. The User undertakes to use the Services in accordance with their intended purpose, under the terms and conditions specified in the Terms and Conditions.
 4. The Operator informs that the Business Customer independently manages their business using the Reservation System, provides services to End Customers, implements loyalty programs, manages personnel, and performs other activities for which they need the Reservation System. The Operator does not have any influence on the way the agreement concerning the services provided by the Business Customers is performed.
 5. In all matters related to the services offered by Business Customers, the End Customer is obliged to address the Business Customer directly. The Operator shall not be held liable for the communication with the Business Customer or act as an intermediary.
 6. When using the Services, the Business Customer warrants that they:
 - a. do not perform any prohibited activities that are provided for in the Law on Prevention of Money Laundering and Financing of Terrorism dated March 1, 2018 (uniform text:, Polish Journal of Laws of 2022, item 593, as amended), and in particular, they guarantee that the funds transferred under the Fees will not be derived from money laundering;
 - b. will not use the Services to obtain assistance for the purpose of committing an act prohibited by law;
 - c. will not use the Services for the purpose of unlawful depletion of any public law receivables, e.g., for the purpose of committing a penal fiscal offence.

§ 14.

Rules for performing Services

1. The Digital Service shall be deemed to have been provided when the Digital Service is accessed by the User or by a physical or virtual device that the User has independently selected for that purpose.
2. The Operator shall provide the Digital Service in the version binding as at the date of delivery of the Digital Service and shall not provide Updates after the date of delivery of the Digital Service - unless it is expressly indicated in the description of the Digital Service that the Digital Service also includes Updates to the Digital Service at a later date.
3. Subject to paragraph 4, gaining access to the functionalities of the Services enabling the use of functionalities dedicated to Business Customers requires prior conclusion of the Agreement and payment of the Fee. Immediately after the conclusion of the Agreement, the Business Customer gains access to the functionalities of the Reservation System, and therefore the Business Customer may begin providing services to End Customers.
4. The Operator allows Business Customers to use a Trial Period, which is intended to familiarize the Business Customer with the way the Reservation System works. The Trial Period is available to the Business Customer only once. After using the Trial Period, the Business Customer may decide whether to continue using the Reservation System and enter into an Agreement requiring payment of a Subscription, or to abandon the use of the Reservation System.
5. The Business Customer, using the Reservation System, is obliged to draft and post their own the terms and conditions and policies related to their business, including the terms and conditions for providing services to End Customers, the terms and conditions for implementing loyalty programs and other terms and conditions related to their business. The Operator shall not be obliged to develop any individualized model terms and conditions or contractual conditions for the benefit of Business Customers, nor does it provide any services of a legal nature, in particular legal advice.
6. The Operator may provide the Business Customer with a generator of basic agreement and policy templates that may be useful when using the Reservation System. The Business Customer shall decide on their own whether to use the templates provided by the Operator or to enter their own documents using dedicated functionalities (in a PDF format). In any case, the Business Customer shall be solely responsible for ensuring that the terms and conditions and policies comply with applicable laws.

7. The Business Customer shall be responsible for the correct and reliable performance of services to End Customers as well as providing true and comprehensive information regarding the services provided.

§ 15.

Rules for posting User Content

1. The User shall be entitled to post User Content in the Reservation System if they have access to it under the Subscription Plan. The basic rules concerning the User Content are contained in the Terms and Conditions, which do not exclude or limit the right of the Operator to introduce separate rules for the User Content, in particular for the use of the Reservation System.
2. The User may not post User Content that:
 - a. incites violence against any living creature, including animals, or praises such violence;
 - b. promotes any fascist or other totalitarian state system;
 - c. incites to or advocates hatred based on differences of gender, sex, nationality, ethnicity, race, religion or lack of religious domination;
 - d. insults a group of people or individuals because of their gender, sexuality, nationality, ethnicity, race, religion or lack of religious domination;
 - e. contains chauvinistic and misogynistic content, as well as sexually discriminatory content;
 - f. defames or insults any third party;
 - g. violates the personal rights of any third party;
 - h. contains vulgarisms or other content of an offensive nature;
 - i. incites to or approves of dangerous behavior;
 - j. offends religious feelings;
 - k. may cause discomfort to other Users, in particular by lacking empathy or respect for other Users;
 - l. violates the applicable legal order or good mores in a manner other than that specified in points a-k.
3. In the event that the User posts any User Content in the Reservation System, the User shall ensure that they have the rights to use or dispose of such User Content and that their posting in the Reservation System does not violate any rights of third parties, in particular copyright.
4. In the event that User Content posted by another User may violate the Terms and Conditions, the User or a third party may report such User Content for verification by the Operator. The verification of the User Content by the Operator shall take place no later than within 30 (in words: thirty) days of receipt of the notification. After verification, the Operator may remove User Content in accordance with paragraph 2 or consider that the User Content does not violate the Terms and Conditions.
5. The Operator may verify the User Content posted by Users at any time, and in the event that the Operator determines that the User Content violates the Terms and Conditions, the Operator may remove the User Content posted by the User. At the same time, the Operator stipulates that it is not obliged to check User Content posted by Users in advance, in particular through preventive checks (e.g. as part of the prior approval of User Content added by Users) or in any other form of checking User Content.
6. With respect to any User Content posted or created by the User in the Reservation System, the User grants to the Operator and other Users a royalty-free, non-exclusive, transferable and assignable license to use such User Content, without limitation in time or territory. The license is granted at the time the User Content is posted or created in the Reservation System. The User may terminate the license for the User Content by giving 3 (three) months' notice, effective at the end of a calendar quarter.
7. After withdrawal from the Agreement, the Operator may not use the User Content, except for the User Content that:
 - a. is only useful in connection with the Digital Services;
 - b. relates exclusively to the Entrepreneur-Consumer's activity during the use of the Digital Services;
 - c. has been combined by the Operator with other data and cannot be separated without undue difficulty;
 - d. has been produced jointly with other Entrepreneurs-Consumers who may still use it.
8. At the request of an Entrepreneur-Consumer, the Operator shall make available to such User, at its expense, within a reasonable time and in a commonly used machine-readable format, the User Content that has been created or provided in the course of using the Digital Services. This obligation shall not apply to the return of the User Content referred to in paragraph 7a) to c).

[CHAPTER VIII: FEES. PAYMENT TERMS]

§ 16.

Fees for the use of the Services

1. Due to the Business Customer's use of Services against payment, the User is obliged to pay a Fee in the amount specified in the price list applied by the Operator. In the case of the Subscription Plan, the Business Customer may change their Subscription Plan during the Subscription Period.
2. The Subscription Period in each case shall be 12 months. Prior to the expiration of the Subscription Period, the Operator shall send the Business Customer a notification of the expiration of the Subscription Period by posting the information on the User's account and sending an e-mail.
3. The validity period of the Package is related to the length of the Subscription Period. The Business Customer may only use the prepaid Services during the Subscription Period. If the Services are not used during the Subscription Period, the unused Services will be forfeited.
4. If the Operator remains ready to provide Services and the Business Customer does not use the Services for reasons attributable to themselves, the Operator shall not be obliged to refund the Fees in whole or in part to the Business Customer.
5. The Operator may offer discounts, rebates, or other gratuities when using the Services, in particular if the Subscription is paid in advance for the entire Subscription Period. Decisions regarding the granting of discounts, rebates, or other gratuities shall be made by the Operator.
6. Whenever a reduction in Fees is communicated, the Operator shall include, in addition to information about the reduced Fee, information about the lowest Fee that was in effect during the 30 days prior to the introduction of the reduction. If a particular Service has been offered for sale in a period of less than 30 days, the Operator shall include, in addition to the information on the reduced Fee, also the information on the lowest Fee that was in effect during the period from the date of commencement of offering that Service for sale until the date of introduction of the reduction.
7. The Operator is authorized to organize special campaigns, in particular in cooperation with business partners, in connection with which Business Customers participating in a special campaign may be exempted from the obligation to pay the Fees in full to the Operator or obliged to pay it in an amount lower than stated in the price list or the Terms and Conditions.
8. The rules for special campaigns are set forth in separate terms and conditions for special actions.
9. If the Operator has organized a special campaign and the User has not used it for reasons attributable to the User (e.g. as a result of the User not logging into the Reservation System, not checking the e-mail for a longer period of time, classification of the e-mail sent by the Operator as spam by the User's e-mail provider, etc.), the User shall not be entitled to any claims related to the special campaign, in particular the right to use it at a later date or to receive a compensation for unused entitlements.

§ 17.

Making payments

1. The price for the Package shall be always paid in advance for the indicated Settlement Period.
2. The subscription is paid in advance, in accordance with the Settlement Period selected by the Business Customer.
3. The Settlement Period may be:
 - a. 12 months — then the payment for the Subscription is made in advance for the entire Subscription Period;
 - b. 1 month — then the payment for the Subscription shall be made periodically in advance for each consecutive calendar month during the Subscription Period;
 - c. number of months individually agreed with the Business Customer — then the payment for the Subscription is made on the terms agreed with the Business Customer.
4. In any case, VAT invoices are issued no later than 3 (in words: three) days from the date of crediting the payment made by the Business Customer.

5. If the Subscription Plan is changed during the Subscription Period, the following settlement rules shall be adopted:
 - a. if the Business Customer changes to a higher Subscription Plan, the Business Customer shall only be required to pay the higher Subscription for the months remaining until the expiration of the Subscription Period. The Operator shall not charge the Business Customer the higher Subscription for the months preceding the change of Subscription Plan;
 - b. if the Business Customer changes to a lower Subscription Plan, depending on the Business Customer's choice, the Operator may either credit the overpaid amount against future payments, or return the overpaid amount to the Business Customer's bank account, no later than 14 (in words: fourteen) days from the date of receipt of the Business Customer's request.
6. Payment of the Fees is possible through the payment methods indicated in the Reservation System, in particular by:
 - a. making the payment by wire transfer to the designated bank account — only in the case of a Subscription Period of at least 12 months;
 - b. making the payment by payment card — in all other cases.
7. The Operator may make available to Users the possibility of making an E-payment, e.g. by means of a discount code, voucher or other e-coupon. In such a case, the User will be able to make payment of the Fee, in whole or in part, through E-payment, in accordance with the instructions available on the page of the order form. Making the E-payment available is not the Operator's obligation.
8. The day of payment shall be the day the funds are credited to the Operator's bank account.
9. If the Business Customer violates the obligation to pay the Fees, in whole or in part, the Operator shall block the User account, preventing the Business Customer, in particular, from using the Services, and may also pursue payment from the Business Customer by all available legal means.
10. In the event of delay in payment of the Fees, the Operator shall be entitled to charge statutory interest for late payment, in accordance with applicable legal provisions.
11. The Operator shall issue VAT invoices. To this end, the Business Customer is obliged to provide the Operator with all the data necessary to issue a VAT invoice in accordance with applicable tax laws — by indicating them in the User account. VAT invoices will be transmitted electronically, to the e-mail address indicated by the Business Customer. Accordingly, the Business Customer authorizes the Operator to send VAT invoices by electronic communication means, in particular to the e-mail address provided by the Business Customer.
12. The Business Customer authorizes the Operator to issue VAT invoices without their signature.
13. The Operator does not collect any payment data via fast payment operators or using a payment card, except for the basic payment identification data, which allows the confirmation that the payment has been made.

[CHAPTER IX: OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES]

§ 18.

Other rights and obligations of the Operator

1. Under the Agreement, the Operator undertakes to:
 - a. provide Services in accordance with the rules and principles stipulated in the Terms and Conditions;
 - b. inform the Business Customer of relevant circumstances related to the use of the Reservation System;
 - c. provide Business Customers with information regarding the use of the Reservation System;
 - d. provide access to the User's account and related documents;
 - e. provide Services with due diligence required of an entity professionally engaged in the administration of websites;
 - f. take appropriate technical and organizational measures to protect the Reservation System from loss, damage, and unauthorized access to or use of the Reservation System — with the proviso that in the case of copies of the Reservation System installed on the Business Customer's infrastructure, the Business Customer shall be responsible for implementing appropriate infrastructure security measures;
 - g. serve Business Customers during business days and hours.
2. The Operator has the right to:

- a. inform Business Customers, via e-mail, of important notifications related to the Services;
- b. ask Business Customers about their overall opinion and level of satisfaction with the use of the Services. The opinions can be collected in the form of questions or short surveys using the ICT system;
- c. conduct marketing activities in accordance with applicable laws and the statements of Business Customers, if required.

§ 19.

Other rights and obligations of Business Customers

1. Under the Agreement, the Business Customer undertakes:
 - a. to comply with the Terms and Conditions;
 - b. to pay the Fees in accordance with the Terms and Conditions;
 - c. to use the Services in accordance with their purpose and available functionalities;
 - d. to use the Services in accordance with the law, the provisions of the Terms and Conditions, and the principles of social coexistence;
 - e. to process personal data in accordance with applicable laws, and in particular, notify third parties of the processing of personal data when required to do so;
 - f. not to violate the intellectual property rights of the Operator and third parties;
 - g. to cooperate in good faith with the Operator in the proper performance of the Agreement;
 - h. to inform the Operator of all relevant circumstances related to the performance of the Agreement;
 - i. to provide all necessary explanations, information, and other data to the Operator upon request;
 - j. to secure in their own scope access to devices and equipment that are used for the use of the Services;
 - k. to comply with prohibitions related to the provision of unlawful data.
2. The Business Customer has the right to:
 - a. manage their data and consents (the Business Customer may withdraw their consent at any time);
 - b. use the Services in accordance with the Terms and Conditions;
 - c. send direct inquiries to the Operator's helpdesk and file complaints.

[CHAPTER X: LIABILITY OF THE PARTIES]

§ 20.

Liability of the Operator

1. Subject to the limitations of liability provided in other provisions of the Terms and Conditions, the Operator shall not be held liable for:
 - a. failure to achieve the objectives expected by the Business Customer under the Agreement, in particular in the form of obtaining new End Customers, increase in sales of services, etc.;
 - b. unsuitability of the Services for the purpose assumed by the Business Customer;
 - c. errors in the Reservation System affecting the manner in which the Business Customer provides services to the End Customer;
 - d. erroneous information entered by Business Customers (e.g. regarding information on services, loyalty points, subscriptions and membership cards, etc.);
 - e. model terms and conditions and policies that are provided by the Operator and are found to be outdated, incomplete, illegal, or inadequate to the Business Customer's business;
 - f. the consequences of blocking the User account;
 - g. the lack of access to the Services for reasons attributable to the User;
 - h. the consequences of unauthorized interference with the Reservation System by the User or any third parties;
 - i. the loss of data stored in the Operator's information and communication systems for reasons attributable to the User or a third party independent of the Operator;

- j. improper performance of the Agreement for reasons attributable to the User or a third party, in particular third-party suppliers;
 - k. technical problems in making payments for reasons attributable to third parties, in particular payment operators;
 - l. actions and omissions of payment operators;
 - m. the consequences of delay in payment of fees by the User;
 - n. the User's failure to comply with the Operator's instructions and recommendations;
 - o. provision of incomplete, false, or inconsistent personal information, including contact information;
 - p. the consequences of using the Services in violation of the law;
 - q. the consequences of the User's failure to comply with the provisions of these Terms and Conditions;
 - r. the consequences of force majeure.
2. The Operator shall not be held liable for suppliers of external technologies, equipment, services, etc.
 3. The Operator's liability to the Business Customer for damages under non-performance or improper performance of the Agreement is limited to the damage caused by the Operator intentionally.
 4. Limitations and exclusions of liability provided for in the Terms and Conditions, in particular in paragraphs 1 to 3, do not apply to damage for which, in accordance with mandatory provisions of law, the Operator's liability cannot be excluded or limited.
 5. The Operator's liability towards the Business Customer who is an Entrepreneur-Consumer for non-performance or improper performance of the Agreement is governed by the relevant provisions of civil law, therefore the provisions of this paragraph related to the limitation or exclusion of the Operator's liability do not apply to the Entrepreneur-Consumer.

§ 21.

Liability for the compliance of the Digital Services with the Agreement

1. The warranty for defects of Digital Services as specified in the provisions of the Civil Code shall be excluded in the case of Agreements which are concluded by Users other than Entrepreneurs-Consumers.
2. The provisions on liability for the compliance of Digital Services with the Agreement, which are contained in the Consumer Rights Act shall apply to Agreements that are concluded by Entrepreneurs-Consumers, taking into account the provisions of the Terms and Conditions.
3. The Operator shall be responsible towards the Entrepreneurs-Consumers for the compliance of the Digital Services with the Agreement. The compliance of the Digital Services with the Agreement shall be assessed in accordance with the provisions of the Consumer Rights Act.
4. In the case of Digital Services:
 - a. provided on a one-off basis or in parts - the Operator shall be liable for the non-compliance of the Digital Services with the Agreement that existed at the time of their provision and became apparent within two years of that time;
 - b. delivered on a continuous basis - the Operator shall be liable for any non-compliance of the Digital Services with the Agreement which occurred or became apparent at the time they were to be delivered in accordance with the Agreement.
5. Where the Operator provides Digital Services on a continuous basis, the Digital Services shall comply with the Agreement for the duration of their provision specified therein.

§ 22.

Bringing the Digital Services into compliance with the Agreement

1. If the Digital Services do not comply with the Agreement, the Entrepreneur-Consumer may request that the Digital Services be brought into compliance with the Agreement.
2. If bringing the Digital Services into conformity compliance with the Agreement is impossible or would require excessive costs for the Operator, the Operator may refuse to bring the Digital Services into compliance with the Agreement.
3. The Operator shall bring the Digital Services into compliance with the Agreement within a reasonable period of time, not exceeding 21 days from the time the Operator is informed by the Entrepreneur-Consumer of the

non-compliance of the Digital Services with the Agreement, and without undue inconvenience to the Entrepreneur-Consumer, having regards to their nature and the purpose for which they are used.

4. The cost of bringing the Digital Services into compliance with the Agreement shall be borne by the Operator.

§ 23.

The reduction of the Fee or withdrawal from the Agreement in case of non-compliance of the Digital Services with the Agreement

1. If the Digital Services do not comply with the Agreement, the Entrepreneur-Consumer may submit a statement to reduce the Fee or withdraw from the Agreement when:
 - a. the Operator has refused to bring the Digital Services into compliance with the Agreement in accordance with § 22(2);
 - b. the Operator has failed to bring the Digital Services into compliance with the Agreement;
 - c. the lack of compliance of the Digital Services with the Agreement continues even though the Operator has attempted to bring the Digital Services into compliance with the Agreement;
 - d. the lack of compliance of the Digital Services with the Agreement is so significant that it justifies a reduction of the Fee or withdrawal from the Agreement without first resorting to the measures referred to in § 22 (1);
 - e. it is clear from the Operator's statement or circumstances that it will not bring the Digital Services into compliance with the Agreement within a reasonable period of time or without excessive inconvenience to the Entrepreneur-Consumer.
2. The reduced Fee must be in such proportion to the Fee under the Agreement as the value of the non-compliant Digital Services remains to the value of the compliant Digital Services. If the Digital Services are provided in parts or continuously, the reduction of the Fee must take into account the time during which the Digital Services remained non-compliant with the Agreement.
3. The Operator shall reimburse the due Fee to the Entrepreneur-Consumer immediately, however no later than 14 days from the date of receipt of the Entrepreneur-Consumer's statement on the reduction of the Fee.
4. The Entrepreneur-Consumer may not withdraw from the Agreement if the Digital Services are provided in exchange for payment of the Fee and the non-compliance of the Digital Services with the Agreement is insignificant. The non-compliance of the Digital Services with the Agreement shall be presumed to be significant.

§ 24.

Settlement with the Entrepreneur-Consumer in the case of withdrawal from the Agreement

1. In the event that a User who is an Entrepreneur-Consumer withdraws from the Agreement:
 - a. under the consumer warranty rights due to non-compliance of the Digital Services with the Agreement;
 - b. in the case of the Operator's failure to deliver the Digital Services, despite a request from the User;provisions of this paragraph shall apply to settlements between the Parties.
2. If the Operator has delivered the Digital Content on a tangible medium, the Operator may request the return of that medium not later than 14 days from the date of receipt of the notice of withdrawal, and the Entrepreneur-Consumer shall return the medium immediately, however not later than within 21 days at the Operator's expense.
3. The Operator shall be obliged to return the Fee only in the part corresponding to the Digital Services that are non-compliant with the Agreement or the Digital Services in relation to which the obligation to of their provision has not been fulfilled due to withdrawal from the Agreement. At the same time, the Operator shall not be entitled to demand payment for the time during which the Digital Services were non-compliant with the Agreement, even if the Entrepreneur- Consumer actually used them before the withdrawal from the Agreement.
4. The Operator shall reimburse the due Fee to the Entrepreneur-Consumer immediately, however no later than within 14 days from the date of receipt of the Entrepreneur-Consumer's statement of withdrawal from the Agreement.

5. The Operator shall reimburse the Fee due to it using the same method of payment used by the Entrepreneur-Consumer, unless the Entrepreneur-Consumer has expressly agreed to a different method of reimbursement that does not impose any costs on the Entrepreneur-Consumer.

§ 25.

Liability of the Business Customer

1. The Business Customer shall be liable towards the Operator under the general provisions of civil law, including liability for the actions of any third parties with whom they perform the Agreement, or to whom they entrust the performance of the Agreement in whole or in part, as for their own actions.
2. In particular, the Business Customer shall be liable towards the Operator for:
 - a. using the Services contrary to the Terms and Conditions, in particular for using it for purposes inconsistent with its intended use;
 - b. causing damage to a third party during the use of the Services, in particular in the form of infringement of any third party rights;
 - c. conducting unlawful activities with the use of the Services;
 - d. infringement of intellectual property rights or other intangible rights held by the Operator or third parties;
 - e. unlawful processing of personal data;
 - f. delays in performing the obligations provided for in the Terms and Conditions;
 - g. provision of information that is false, incomplete, or otherwise inconsistent with factual or legal status, for the use of the Services.
3. In the event that any third party makes any claims against the Operator due to the Business Customer's use of the Services, the Business Customer shall release and hold harmless the Operator in relation to any claim made by such a third party, and shall pay all documented costs incurred by the Operator in connection with such claims.

[CHAPTER XI: AGREEMENT TERM]

§ 26.

Agreement term

1. The Agreement with the Business Customer is concluded for a definite term equal to the Subscription Period, subject to paragraph 2. In the event that the Business Customer uses multiple Services, the Agreement shall expire upon the termination of the last Service.
2. In the event that neither Party expresses the will to terminate the Agreement before the expiration of the Subscription Period, the Agreement shall be automatically extended for another fixed period equal to the next Subscription Period. The provisions of this paragraph shall apply accordingly to subsequent Subscription Periods.
3. In any case indicated in paragraph 1 or paragraph 2, the date of termination of the Agreement may not be earlier than the date of payment of all Fees to the Operator by the Business Customer.

§ 27.

Termination of the Agreement

1. The Operator may terminate the Agreement for valid reasons on its side, with a notice period of 1 (in words: one) month, effective on the last day of the month, in particular in the event of:
 - a. revocation, limitation, expiration, change of authorizations or conditions of operation of the Operator, especially following an administrative decision, other ruling, or change in the law;

- b. the loss of technical, financial, or organizational capabilities to perform the Agreement at the current level by the Operator;
 - c. a change in the nature of the business conducted by the Operator;
 - d. recall of the Reservation System.
- 2. In the situations referred to in § 25 (2), the Operator may terminate the Agreement without notice, after calling the upon Business Customer to perform a certain action or omission and setting an additional period of not less than 7 (in words: seven) days.
- 3. The Business Customer may terminate the Agreement concluded with the Operator for an indefinite period of time at any time by sending a notice of termination or by ceasing to use the Services (e.g. by unsubscribing from the newsletter).
- 4. The Business Customer may terminate an Agreement concluded with the Operator for a definite period of time only in cases indicated in the relevant legislation or the Terms and Conditions (e.g. the right to resign from the Services after the Trial Period). In other cases, an Agreement concluded for a definite period of time shall not be terminated before the end of the period for which it was concluded.
- 5. The Business Customer may terminate the Agreement concerning the Subscription Plan concluded with the Operator at any time by making a statement to this effect, using the relevant functionalities in the User account. In the case of cancellation of the Subscription Plan during the Subscription Period, the Agreement shall terminate on the last day of the pre-paid Subscription Period.
- 6. In the event of resignation from the Services during the Subscription Period, the Business Customer shall retain the right to use the Services until the end of the prepaid period.
- 7. In the event of termination of the Agreement by the Operator for reasons attributable to the Business Customer, the Business Customer shall not be entitled to compensation claims against the Operator on this account, nor are they entitled to a refund of the Subscription. This restriction does not apply to the Business Customer who is an Entrepreneur-Consumer.
- 8. Upon expiration or termination of the Agreement, the Operator shall be entitled to unilaterally delete the Business Customer's data. The Operator may delete from its data communications systems any data concerning the Business Customer.

[CHAPTER XII: RIGHT OF WITHDRAWAL]

§ 28.

Withdrawal from the Agreement by the Business Customer who is an Entrepreneur-Consumer

1. The Business Customer who is an Entrepreneur-Consumer may, as a general rule, withdraw from an Agreement concluded remotely without giving any reasons within 14 (in words: fourteen) days from the date of its conclusion by submitting a statement of withdrawal. In order to exercise the right to withdraw from the Agreement without stating the reasons, the Business Customer should send to the Operator a statement in writing or in an electronic form, according to the Operator's contact information. A model statement is attached as **Appendix No. 1**.
2. Pursuant to Article 38 of the Act of May 30, 2014 on Consumer Rights (uniform text: Polish. Journal of Laws of 2020, item 287, as amended — hereinafter: the Act on Consumer Rights), the User shall not have the right to withdraw from the Agreement in the case of an Agreement:
 - a. for the provision of Services, for which the User is obliged to pay the Fee, if the Operator has performed the Service in full with the express consent of the User, who was informed before the performance started that after the Operator's performance they will lose the right to withdraw from the Agreement and the User has acknowledged that;
 - b. for the provision of Digital Content that is not provided on a tangible medium, for which the Consumer or the Entrepreneur-Consumer is obliged to pay the price, if the Operator has commenced performance with the express and prior consent of the User, who has been informed prior to the commencement of performance that, following performance by the Operator, they will lose the right to withdraw from the Agreement and the User has acknowledged that, and moreover the Operator has provided the User with the confirmation as specified in Article 21 (2) of the Consumer Act on Consumer Rights,

3. The Business Customer shall not have the right to withdraw from the Agreement without giving the reasons provided that the conditions in paragraph 2 have been met.
4. In the event of effective withdrawal from an Agreement concluded remotely, the Agreement shall be considered not concluded, and the Business Customer shall be relieved of all obligations, except for the costs specified in Article 35 of the Act on Consumer Rights. With the exception of these costs, the Parties are obliged to return to each other what they have rendered until the withdrawal from the Agreement.
5. The Operator shall immediately, but no later than within 14 days from the date of receipt of the withdrawal notice, return to the Business Customer the payments made by them, which it is obliged to return.
6. The Operator shall refund the payment using the same method of payment used by the Business Customer, unless the Business Customer has agreed to a different method of refund that does not incur any costs for them.

[CHAPTER XIII: COMPLAINT PROCEDURE]

§ 29.

Complaint procedure

1. If it is determined that the Agreement is not being performed in accordance with the provisions of these Terms and Conditions, the Business Customer may file a complaint.
2. Complaints can be filed:
 - a. by sending a complaint to the e-mail address: support@calendesk.com;
 - b. by sending a complaint in writing, preferably by registered mail, to the Operator's address.
3. The complaint should include:
 - a. the name and surname (or company name) of the Business Customer;
 - b. contact details (e-mail address and telephone number);
 - c. a detailed description of the non-compliance of the provision of Services with the Terms and Conditions.
4. Upon receipt of the complaint, the Operator shall immediately confirm its receipt — by e-mail, to the provided e-mail address.
5. Complaints are processed within 14 (in words: fourteen) days from the date of filing the complaint.
6. If the Operator has not delivered the Digital Services in accordance with the Agreement, the User may file a complaint requesting the Operator to deliver the Digital Services. If, despite this request, the Operator does not deliver the Digital Services immediately or within an additional period agreed between the Parties, the User may withdraw from the Agreement, without calling upon the Operator to provide the Digital Services, when:
 - a. it is clear from the Operator's statement or the circumstances that the Operator will not deliver the Digital Services;
 - b. the Parties have agreed, or it will be clear from the circumstances of the Agreement that a specific date for the delivery of the Digital Services was of significant importance to the User, and the Operator has not delivered the Digital Services within that date.

[CHAPTER XIV: PROTECTION OF INTELLECTUAL PROPERTY. PROTECTION OF PERSONAL DATA]

§ 30.

Intellectual property rights

1. The Reservation System and all materials related to the Operator's ICT systems, including source code, layout, logos, databases, etc., as well as any content posted by the Operator, may constitute protected intangible property

— hereinafter referred to as "**Intangible Assets**" — and are subject to protection in accordance with applicable intellectual property laws. The Business Customer agrees at all times not to infringe upon the Operator's intellectual property rights, under penalty of liability for damages as provided by applicable laws.

2. Pursuant to the Terms and Conditions, the Operator grants the Business Customer a non-exclusive license to use Intangible Assets to the extent necessary to use the Services. The use of the Reservation System by any third parties for the purpose of selling licenses under their own designation and at their own risk is subject to a separate agreement with the Operator, and the provisions of this paragraph shall not apply to such a use.
3. The license referred to in paragraph 2 is granted for the duration of the use of the Services, in the territory where the Business Customer is located or resides.
4. The Business Customer shall not grant further licenses (sublicenses) to any third parties or transfer the rights under the granted license to any third parties without the Operator's written consent.
5. Taking into account the provisions on fair use and the provisions relating to licenses, it is absolutely forbidden for Business Customer without the Operator's consent to:
 - a. permanently or temporarily reproduce the Intangible Assets, in whole or in part, by any means, and in any form;
 - b. make any corrections, modifications of sources, and changes in the structure of Intangible Assets;
 - c. use the Intangible Assets and parts, fragments, or versions thereof in any other software or work;
 - d. create software similar to the Reservation System that could constitute developments of the Reservation System;
 - e. reverse engineer, decompile, disassemble, and perform any other activity that will lead to the acquisition of source code in violation of applicable laws;
 - f. resell, distribute, lend, lease, rent, give away, against payment or free of charge the Intangible Assets, their copies, any modifications, and documentation to any third parties;
 - g. perform any actions disposing of the rights to the Intangible Assets for the benefit of third parties.
6. The granting of a license for the use of Intangible Assets other than the Reservation System shall take place at the time the User obtains access to the Intangible Assets necessary for the use of the Services. The license shall expire upon the termination of the Services, regardless of the mode in which this occurs.
7. If the Business Customer violates the license provisions, the Operator is entitled to suspend any licenses granted. In case of gross violations of intellectual property rights of the Operator or a third party, the Operator shall be entitled to terminate any granted licenses to the Business Customer with immediate effect. Suspension or termination of licenses is possible after the Business Customer has been given an opportunity to explain the alleged violation.
8. The Business Customer agrees to respect the intellectual property rights of the third parties, in particular third-party suppliers.
9. In case of any doubts related to intellectual property rights and the scope of the rights granted, the Business Customer should immediately contact the Operator.

§ 31.

Personal data protection

1. The Operator is the Controller of Business Customers' Personal Data.
2. Detailed regulations related to the processing of personal data and cookies are described in the privacy policy available at: <https://calendesk.com/privacy-policy/>.
3. The Business Customer agrees to provide the document referred to in paragraph 2 to their employees, contractors, subcontractors, and other persons employed by them, if they provide the Operator with their personal data for the purpose of performing the Agreement (e.g. for the purpose of contact between the Parties).
4. The Business Customer, independently of the Operator, shall remain a separate controller of the End Customers' personal data and shall perform their own data protection obligations.
5. If the Operator processes personal data at the request of and on behalf of the Business Customer, the Operator's processing of personal data shall be carried out under the entrustment of personal data processing — pursuant to Article 28 of the GDPR.
6. For the purposes of the entrustment of personal data processing referred to in paragraph 5, the Operator and the Business Customer are required to conclude a Personal Data Processing Entrustment Agreement. The conclusion of the entrustment agreement shall be based on the content of the Regulations for Entrustment of Personal Data Processing, attached as **Appendix No. 2**.

7. The Business Customer, when using any personal data belonging to any third parties for the performance of the Agreement, shall ensure that the use of such data is carried out in accordance with the law and, in particular that the entities to which such data belongs are duly informed of its use.
8. If the Business Customer uses personal data belonging to any third parties, the Operator is entitled to assume that the use of such personal data is lawful.
9. In the event that:
 - a. the Business Customer fails to properly fulfill the obligations indicated in paragraph 3;
 - b. the Business Customer unlawfully uses personal data belonging to any third parties,and for this reason the Operator incurs any liability (civil, administrative), the Business Customer may be required to compensate the Operator for the damage caused thereby — in particular by reimbursing the Operator for all documented costs, including administrative fines.

§ 32.

Opinions

1. The Operator may provide the Users with the possibility to post opinions about the Reservation System, the Operator or the Services offered - within the Reservation System or external sites belonging to third parties. In this case, the provisions of this paragraph shall apply to the posting of opinions.
2. The posting of opinions is possible after the use of the Services, in particular after the conclusion of the Agreement, and it shall be possible to post opinions at any time after using a Service.
3. The user should formulate opinions in a fair, honest and substantive manner, as far as possible linguistically correct and without using vulgarisms and other words commonly considered offensive.
4. It is prohibited to post opinions:
 - a. without prior use of the Services;
 - b. fulfilling the characteristics of an act of unfair competition within the meaning of Article 3 of the Act of April 16, 1993 on Combating Unfair Competition;
 - c. violating the personal rights of the Operator or any third party;
 - d. by paid users, in order to artificially increase or decrease the rating of the Reservation System or the Services offered.
5. The Operator may verify at any time whether the posted reviews comply with the Regulations, and in particular, whether they come from Users who have actually used the Services. In addition, in case the User has any doubts about the posted opinions, the User may report the opinion to the Operator for verification. Upon the receipt of a notification from a User, the Operator will take action, appropriate to its capabilities, to verify the posted opinion.
6. If an opinion is posted that does not meet the requirements provided in the Terms and Conditions, the Operator may refuse to publish the opinion or may remove it.

[CHAPTER XV: OTHER AND FINAL PROVISIONS]

§ 33.

Contact with the Operator

1. Contact with the Operator is possible in the following ways:
 - a. by e-mail: support@calendesk.com;
 - b. by phone: +48 58 333 12 10;
 - c. by regular mail: ul .Floriańska 6/02, 03-707 Warsaw, Poland.
2. The preferred form of communication between the Parties is electronic correspondence, via e-mail.

§ 34.

Final provisions

1. The Operator reserves the right to make changes to the Terms and Conditions in such cases as:
 - a. a change in the conditions for the provision of Services;
 - b. the need to adapt the Terms and Conditions to legal changes;
 - c. the need to adapt the Terms and Conditions to a decision, judgment, or other ruling of a competent court or state authority;
 - d. the need to comply with a legal obligation incumbent on the Operator;
 - e. editorial changes.
2. Each document is marked with the date from which its provisions are effective.
3. Amendments to the Terms and Conditions are published in the Reservation System, and in addition, Business Customers shall be notified of the planned change in the content of the Terms and Conditions electronically, by e-mail (provided that the Operator has the Business Customer's e-mail address).
4. Amendments to the Terms and Conditions shall become effective at the earliest 7 (in words: seven) days after the notification referred to in paragraph 3.
5. If an amendment to the Terms and Conditions is material in nature and materially affects the rights or obligations of the User, the User shall have the right to terminate the Agreement to be performed also after the amendment to the Terms and Conditions, until the scheduled effective date of the amendments.
6. The Agreement shall be governed by Polish law. In matters not regulated in the Terms and Conditions, the relevant provisions of Polish law shall apply.
7. If the Regulations are drawn up in different language versions, the Polish version shall prevail.
8. The headings of editorial units (paragraphs) used in the Terms and Conditions are informative in nature for the convenience of the Parties and shall not affect the interpretation of the Agreement.
9. All appendices are an integral part of the Terms and Conditions.
10. If any provision of the Terms and Conditions is found to be invalid, ineffective, or unenforceable in whole or in part, the validity, effectiveness, or enforceability of the remaining provisions of the Terms and Conditions shall not be affected. The Parties hereby agree to replace such a provision with an appropriate provision of law.
11. In the event of any disputes arising between the Parties regarding the conclusion, interpretation, performance and legal effect of the Agreement, the Parties shall enter into negotiations in good faith to resolve the dispute amicably. If the dispute is not resolved amicably, the Parties shall submit the dispute for settlement to a competent court having jurisdiction over the Operator's seat.
12. These Terms and Conditions are effective as of March 10, 2023.

WITHDRAWAL FORM

Should you wish to withdraw from the concluded agreement, you can use the form below, sending it to us by mail or e-mail.

To:

MPR Spółka z o.o., ul. Floriańska 6/02, 03-707 Warsaw, National Court Register (KRS) number: 0000788188, Tax ID number: PL5783137225

I hereby give notice of withdrawal from the agreement, the subject of which was:

- 1) — price:
2) — price:

Required data:

Date of agreement conclusion / order number:

.....

Name and surname of the Entrepreneur-Consumer:

.....

Address of the Entrepreneur-Consumer:

.....
.....

Voluntary data to facilitate our communication:

E-mail address of the Entrepreneur-Consumer:

.....

Phone number of the Entrepreneur-Consumer:

.....

Refund of payment is made using the same means of payment that you used in the original transaction. If you paid by a method other than wire transfer to a bank account, and you wish to be refunded to a bank account, please provide the bank account number for the refund below:

.....

.....
date of completion

.....
signature of the Entrepreneur-Consumer

(if the form is sent as a scan)

Appendix number 2

[Regulations for entrusting the processing of personal data — PDF](#)