

REGULATIONS FOR RESERVATION OF ACCOMMODATION SERVICES BY ELECTRONIC MEANS (HEREINAFTER REFERRED TO AS "REGULATIONS")

PRELIMINARY PROVISIONS

1. These Regulations specify the type, scope, conditions and principles of making, cancelling, changing and settling reservations within the scope of the service provided electronically by the Service Provider (understood in accordance with the definition included in point 2 of the Regulations) for the benefit of the Client (understood in accordance with the definition included in point 2 of the Regulations).
2. The Regulations are the regulations referred to in Article 8 (para. 1, point 1) of the Act of 18 July 2002 on Electronic Provision of Services (Journal of Laws 2017.1219 of 24 June 2017, as amended). 3. The Service Provider (understood in accordance with the definition included in point 2 of the Regulations) declares that it is entitled to act as intermediary - on the basis of a separate agency agreement - in the conclusion of agreements related to the reservation of rooms between the Facility and the Client.
4. The content of the Regulations is made available to everyone free of charge.
5. The Regulations are available within the reservation system, on the website of a particular Facility (understood in accordance with the definition included in point 2 of the Regulations).
6. Regulations shall be made available in a form allowing for their storage and remodelling in the ordinary course of activities (in HTML document format). At the Client's request, the Service Provider shall send the Client a copy of the Regulations in PDF format to the e-mail address indicated by the Client.

2. DEFINITIONS.

1. The following terms used in the Regulations shall have the meaning determined in accordance with the definitions below:

1. **Facility** - an entity for which the Service Provider acts (on the basis of a separate agreement) as an agent performing Services provided electronically, including the Service described below;
2. **Client** - means any natural person over 18 years of age and having full legal capacity, a legal person or an organisational unit without legal personality, to whom the act grants legal capacity and who meets the requirements described in the Regulations and uses the Service, in particular makes or cancels a reservation in the System;
3. **Regulations** - means these Regulations, prepared and used by the Service Provider;
4. **Agreement** - means an agreement for the provision of room reservation services, concluded electronically, the subject of which is the provision of the Service specified in these Regulations;
5. **Service** - means a service of reserving rooms in the Facility, provided electronically by the Service Provider to the Client, consisting in making, changing or cancelling a reservation of a selected room(s) in the Facility and enabling payment for the reservation to be made. A detailed description of the Service is included in point 3 of these Regulations;
6. **Service Provider** - LEMONPIXEL.pl Roman Korczyński with its registered office in Jelenia Góra 58-570 ul. Młyńska 12A hereinafter referred to as Hotres.pl
7. **The Service is provided electronically** - performance of a service provided without the simultaneous presence of the parties (at a distance), through the transmission of data at the individual request of the recipient of the service, transmitted and received using devices for electronic processing, including digital compression, and storage of data, which are entirely transmitted, received or transmitted via a telecommunications network within the meaning of the Act of 16 July 2007. - Telecommunications Law (Journal of Laws 2017.1907 of 12 October 2017, as amended);
8. **ICT System** - a set of cooperating IT devices and software, ensuring processing and storage, as well as sending and receiving data through telecommunications networks by means of a terminal device appropriate for a given type of telecommunications network within the meaning of the Act of 16 July 2007. - Telecommunications Law (Journal of Laws 2017.1907 of 12 October 2017, as amended); 9. **System** - Hotres.pl reservation system, owned and operated by the Service Provider, enabling the Client to make, change or cancel a reservation of a selected room or rooms in the Facility and make payments for reservations; type of ICT System;
10. **Means of electronic communication** - technical solutions, including ICT devices and software tools cooperating with them, enabling individual communication at a distance using data transmission between ICT systems, in particular e-mail or text messages (sms).

3. TYPE AND SCOPE OF SERVICES.

1. Under the terms of these Regulations, the Service Provider provides electronically the service of making, changing or cancelling a reservation of a selected room or rooms in the Facility and the service of making payments for reservations. The Service Provider shall not conclude any agreements for the benefit of the Facility to provide hotel services, in particular the Service Provider shall not be obliged to provide other services, including any other hotel services, except for services related to making, changing or cancelling a reservation of a room/chosen rooms in the Facility. The agreements in question are concluded on Regulations specified separately by the Facility. 2. The condition for the provision of the Service is that

1. Familiarisation of the Regulations and acceptance of their provisions by ticking the appropriate boxes in the reservation form in the Service Provider's System;

2. making a declaration on the Service Provider's System by ticking the appropriate boxes in the reservation form: - regarding the truthfulness of the data provided to the Service Provider; - consent to the processing by the Service Provider of the personal data provided to the Service Provider for the purpose of providing the Service; - acknowledgement of the voluntary nature of the provision of the data and rights under the Personal Data Protection Act (Journal of Laws 2016.922 of 28 June 2016, as amended); - the choice of payment for the reservation and possible choice of VAT invoice, if required by the price conditions of the Facility.

3. The provision of the Service is possible only after completion of the reservation form within the Service Provider's System and after accepting these Regulations and submitting the declarations referred to in point 3.2.2. of the Regulations.

4. In order to use the services specified in these Regulations, it is required to obtain a connection to the Internet and to have an active and correctly configured e-mail account.

5. The use of the Service is voluntary.

6. The use of the Service is free of charge, but may involve costs incurred by the Client towards the Internet provider, for which the Service Provider is not responsible.

4. RESERVATIONS AND THEIR CANCELLATION.

1. In order to use the Service it is necessary to have a unique e-mail address and to fill in the reservation form available within the Service Provider's System.

2. A reservation by the Client includes the following steps:

1. selection of hotel services provided by the Facility, based on the data and information provided in the System, in particular the availability and price of a room reservation; the prices provided in the System are gross prices and include only the services indicated as their components;

2. entering by the Client of the required data and information using the reservation form - in particular the name and surname, unique e-mail address and telephone number - within the System made available on the Facility website;

3. confirmation by the Client that he has read and accepted the Regulations and has submitted the required statements. The Client's failure to confirm and accept the content of the Regulations and the failure to submit the required declarations make the continuation of the reservation procedure impossible;

4. making a payment if the price conditions of the Facility so require, under selected conditions;

5. after entering the reservation data and confirming acceptance of the Regulations, the Client will automatically receive a message to the e-mail address provided in the course of the reservation, containing the code and confirmation of the reservation, along with the payment Regulations and the rules for changing or cancelling the reservation. Once the confirmation is sent, the reservation agreement shall be deemed concluded.

3. The Service Provider reserves the right to refuse to make a reservation if there are no vacant rooms in the Facility. In such a case, the Client will automatically receive a message to the e-mail address provided in the course of the reservation, informing the Client that it is not possible to make a reservation.

4. Cancellation of the reservation by the Client includes the following steps:

1. choosing the "Modify" option in the message sent to the Client including the confirmation of the reservation referred to in point 4.2(e) of the Regulations;

2. choosing the above described option will cause the launch of a reservation management system in the Internet browser. In the reservation

management system, the "Cancel" option should be selected along with a description of the reason for the cancellation;

3. after cancelling the reservation, the Client will receive automatically to the e-mail address provided in the course of the reservation, a message containing the confirmation of cancelling the reservation, and in case of cancelling the reservation at no cost and making earlier payment for the reservation, the paid amount will be returned to the Client to the account from which the payment was made within the reservation.

5. The change of the reservation by the Client includes the following steps:

1. choosing the "Modify" option in the message sent to the Client including the confirmation of the reservation, referred to in point 4.2(e) of the Regulations;

2. choosing the above described option will cause the launch of a reservation management system in the Internet browser. In the reservation management system, the "Modify" option should be selected and then a description should be provided in detail with a request for modification;

3. after sending the request for modification, the Facility will contact the guest to inform him about the modification status.

5. SERVICE PROVIDER'S OBLIGATIONS

1. In connection with the provision of the Service, the Service Provider is obliged to:

1. comply with the provisions of these Regulations;

2. provide the Service with due diligence and care.

2. In the event of unplanned lack of access to the Service, or due to a failure the Service cannot be realised, the Service Provider shall be obliged to take diligent steps to restore the functionality of the System. However, the Service Provider shall not be liable for the Client's inability to use the Service and any damage to the Client caused by the lack of access to the System, failure of telecommunications connections, except for cases when such an event would occur due to the intentional fault of the Service Provider.

3. The Service Provider reserves the right to block the e-mail address of the Client who violated the provisions of this Regulation or the law.

4. The Service Provider does not guarantee uninterrupted provision of the Service. In particular, the Service Provider shall not be liable for any interruption in the provision of the Service caused by technical or maintenance reasons in relation to the System or attributable to the Client or a third party.

6. CLIENT'S OBLIGATIONS

1. In connection with the use of the Service, the Client shall be obliged to

1. comply with all the provisions of the Regulations;

2. comply with all legal regulations, good customs and generally applicable rules of using the Internet;

3. correctly determine the Client's data, including in particular those required during the reservation process;

4. immediately inform Service Provider of any possible security breaches and problems related to the operation or use of the Service;

5. not carry out any activities that threaten the security of the System or computer systems of third parties;

6. not use the System directly or indirectly to conduct any activities that are contrary to the law, good customs of using the Internet or violate the rights of third parties.

7. LIABILITY

1. The Service Provider shall not be liable for interruptions in the provision of the Service resulting from failures or malfunctions of ICT systems outside the Service Provider's control.

2. The Service Provider shall not be liable for the lack of possibility to use the Service resulting from errors in making, changing or cancelling the reservation by the Client.

3. The Client shall bear sole and full liability for any consequences and damages incurred by the Client, the Service Provider or any other person, related to or resulting from the following events:

breach by the Client of any provision of the Regulations

improper use of the System by the Client, in particular the use of the System in a manner contrary to its intended use or instructions provided within the scope of the Regulations;

lack of security of the Client's IT systems.

4. The Service Provider does not control, verify or bear responsibility for damages caused to the Client or a third party as a result of or in connection with the use of the Service by the Client, in particular the Service Provider shall not be liable for damages arising or related to:

destruction, damage, interruption of the operation of the Service or any software used by Client;

introduction of any malicious software (e.g. viruses) or data into the Client's IT system, including data related to the destruction or damage of the Client's hardware or software.

5. The Service Provider shall not be liable for damages caused to the Client in connection with System defects (faults), lack of operation or improper operation, failures, including inability to use or incorrect operation of the Service caused by a lack of operation or malfunction (e.g. defect, failure) of the System or any of its components.

6. None of the Parties shall be liable for damages caused by force majeure.

7. The Service Provider's liability for damage in the form of lost profits of the Client shall be excluded.

8. The exclusions or limitations of liability of the Service Provider provided for in the Regulations shall not apply in cases where, due to the content of mandatory provisions of law, it is not possible to exclude or limit liability, in particular shall not apply to damage caused to the Client intentionally.

8. COMPLAINTS

Complaints related to the provision of the Service shall be submitted by letter to the address of the registered office of the Service Provider or electronically to the e-mail address of the Service Provider.

The complaint should contain the following data of the Client: name, surname, address of the Client, e-mail address provided during the reservation and a description of the problem that occurred in connection with the use of the Service.

Complaints will be considered on a priority basis to be reported to the Service Provider, under the conditions described above.

The Service Provider shall consider the complaint within 14 working days from the date of its receipt. Without delay after considering the complaint, the Service Provider will provide the Client with an answer regarding the complaint. The reply shall be sent in the same form as the complaint to the e-mail address provided by the Client in the complaint or to the Client's mailing address.

In the event that the information provided in the complaint requires supplementing, the Service Provider, before considering the complaint, shall turn to the Client to supplement it within a specified time limit for the investigation of the complaint. In such a case, the time limit referred to in point 8.4 shall run from the moment of receipt of the supplemented complaint by the Service Provider.

9. PERSONAL DATA PROCESSING

1. Personal data will be processed in order to carry out the reservation process, explain the circumstances of a possible violation of the Regulations or applicable laws, and consider potential complaints.

2. In accordance with Article 13(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (DPRK), we inform you that: The administrator of personal data obtained in the process of reservation within the meaning of the applicable laws is 5M Sp. z o.o. Sp. k. ul. Al. Szucha 8 Warsaw 02-582. The entity processing personal data is the online reservation system Hotres.pl, which belongs to the company LEMONPIXEL.pl Roman Korczyński, based in Jelenia Góra 58-570 ul. Młyńska 12A, hereinafter referred to as Hotres.pl

10. PERSONAL DATA

1. For the purposes of the process of reservation / issuing a sales document, the personal data of the Guest are collected.

2. Providing personal data is voluntary, but necessary for the implementation of the reservation process.

3. A Guest has the right to access the content of his personal data, the right to correct, delete, as well as the right to limit their processing.

4. Optional consent of the Guest to the processing of data for marketing purposes requires ticking the appropriate box of the 'checkbox' type in the reservation process.

5. This consent may be revoked by sending an appropriate message to the e-mail address: rezerwacje@deckjurata.pl.

6. The detailed purposes and scope of the processing of personal data in the Hotres system are specified in the **appendix**.

11. ADMINISTRATOR'S OBLIGATIONS

1. The Administrator is obliged to ensure that personal data of Guests are not made available to third parties and in this respect will take the necessary measures and ensure the use of his knowledge and experience to implement this assurance.

2. The Administrator reserves the right to make personal data available to authorized entities (Sub-processors) and in cases provided for by generally applicable law. In particular, it concerns entities such as: online payment systems and reception software.

3. The Administrator is obliged to keep secrecy and confidentiality of information obtained in order to implement the reservation process. This undertaken obligation remains in force for an indefinite period of time.

12. OBLIGATIONS of Hotres.pl 1.

1. Hotres.pl as an Entity processing personal data of the Guest, ensures the implementation of appropriate technical and organizational measures, and additional IT security, based on proven servers and systems for processing personal data in services provided electronically. 2. Hotres.pl declares that the IT systems used to process personal data meet the requirements of applicable laws, in particular are protected to a high degree in the sense of the Regulation of the Minister of Internal Affairs and Administration of 29 April 2004 on the documentation of personal data processing and technical and organizational conditions to be met by devices and information systems used to process personal data.

3. Subcontractors and Hotres.pl employees will be duly authorized to process personal data in connection with the implementation of the reservation process, to which the Administrator and the Guest agree.

4. In order to ensure the highest security in storing personal data in accordance with the requirements of GDPR, Hotres.pl is obliged to:

1. encrypt and anonymize the transmission of personal data

2. continuously assure the confidentiality, integrity, availability and resilience of processing systems and services

3. quickly restore the accessibility and access to personal data in the event of a physical or technical incident

4. regularly test, measure and evaluate the effectiveness of technical and organizational measures to ensure the security of data processing.

13. FINAL PROVISIONS

The Administrator shall be entitled to introduce changes to the provisions of the Regulations at any time and at his own discretion. In particular, it may amend the provisions of these Regulations in the event that

1. the need to adapt the Regulations to mandatory provisions or to changes in legal provisions affecting the content of the Regulations;

2. the need to adapt the Regulations to a recommendation, interpretation, ruling, decision or decision of a public authority or court decision affecting the content of the Regulations;

3. the need to expand or change the functionality of Hotres.pl;