NEWSLETTER TERMS AND CONDITIONS BedBooking

§ 1. DEFINITIONS

- 1. Terms and Conditions These terms and conditions for the Newsletter service provided by BedBooking Sp. z o.o., located in Świdnica, Esperantystów Street 17, 58-100 Świdnica, VAT ID (NIP) 8842785023, National Business Registry Number (REGON) 368536161, National Court Register (KRS) 0000699738, electronically,
- 2. BedBooking An internet and mobile platform through which users can access services including the website operating at www.bed-booking.com, BedBooking Web App, BedBooking for Android, BedBooking for iOS, BedBooking Widget, Easy B&B for Android, PropertyPRO for Android, owned by BedBooking Sp. z o.o., located in Świdnica, Esperantystów Street 17, 58-100 Świdnica, VAT ID (NIP) 8842785023, National Business Registry Number (REGON) 368536161, National Court Register (KRS) 0000699738, email: office@bed-booking.com.
- 3. Newsletter A service provided electronically by BedBooking after the Subscriber has given prior consent, consisting of the automatic receipt by the Subscriber of the most important information, including commercial information, related to BedBooking, sent to the email address provided by the Subscriber.
- **4. Subscriber** An entity using BedBooking regardless of its legal form, being a customer or a non-customer user of the website www.bed-booking.com, who has consented to the provision of the Newsletter service by BedBooking.
- **5. Website** The internet service available at: www.bed-booking.com, operated by BedBooking.
- **6. Privacy Policy** A document defining the rules related to the processing of personal data by BedBooking, fulfilling its informational obligation as referred to in the personal data protection regulations.

§ 2. GENERAL PROVISIONS

- These Terms and Conditions apply to the Newsletter service provided by BedBooking through both the Internet and mobile platform as well as the <u>www.bed-booking.com</u> website.
- 2. BedBooking exercises the utmost care in the provision of the Newsletter service. 3. The provision of the Newsletter service is associated with sending by BedBooking messages containing all the latest industry news, blog articles, information on new features in the app.

as well as information about pricing promotions.

- 4. For the effective provision of the Newsletter service, a computer with a minimum 200MHz processor, 64MB RAM, a graphics card supporting resolutions of 1024x768 and 256 colors, and a web browser (e.g., Internet Explorer (version >= 6.0), Mozilla Firefox, Opera, Google Chrome, Safari, or others), a keyboard or other pointing device enabling the correct filling of an electronic form, an internet connection with a minimum bandwidth of 512 kbit/s download and 128 kbit/s upload, and an active email account are required.
- 5. The rules for using electronic services other than the Newsletter have been set out in the Service Terms and Conditions.

§ 3. RULES FOR THE PROVISION OF THE NEWSLETTER SERVICE

- 1. The use of the Newsletter service is free of charge.
- 2. The Newsletter is available by signing up through:
 - a) the signup form at: www.bed-booking.com/newsletter,
 - b) during account registration via the app and through the website at: www.bed-booking.com,
- 3. Signing up for the Newsletter service occurs by filling in the necessary data for the subscription as indicated in the signup form, namely first name and email address, and activating the dedicated button. After signing up for the Newsletter, an automatic email confirming the entry of data in the form on the Website is sent to the provided email address. Successful subscription to the Newsletter list occurs after confirming the subscription (using the double opt-in mechanism). Confirmation occurs by clicking on the link confirming the subscription to the Newsletter service, in the first email message sent.
- 4. The Newsletter is made available to every Subscriber who, by expressing the desire to receive regular correspondence from BedBooking, has successfully signed up and confirmed their desire to receive the Newsletter through double confirmation and by clicking on the confirmation link in the first message sent to the person willing to receive the Newsletter.
- 5. The user may unsubscribe from the Newsletter service at any time.
- 6. The deactivation of the Newsletter service is done using the link to unsubscribe from the subscription list available in every message sent to the Subscriber. The unsubscribe link is located at the bottom of every Newsletter sent to Subscribers and is labeled "Unsubscribe".

§ 4. COMPLAINTS

- 1. Should the Subscriber notice that the Newsletter service provided by BedBooking is defective, the Subscriber may inform BedBooking of this.
- 2. Complaints should be submitted:
 - a) in the case of paper form by mail to the BedBooking mailing address: Esperantystów Street 17, 58-100 Świdnica,
 - b) in the case of electronic mail to the BedBooking email address: office@bed-booking.com,
- 3. The complaint should include:
 - a) the personal details of the complainant to allow for a response to be sent, b) a description of the fault constituting the basis of the complaint, along with the complainant's expectations regarding the resolution.
- 4. Complaints will be considered promptly, no later than 14 days from the date they are received by BedBooking.

§ 5. PERSONAL DATA PROTECTION

1. BedBooking is the Data Controller of the Subscribers' personal data. 2. BedBooking, as the Data Controller, processes personal data in accordance with the regulations of the European Parliament and Council Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), the Act of 10 May 2018 on personal data protection (Journal of Laws of 2019, item 1781), and other relevant personal data protection regulations. 3. All detailed rules regarding the processing of personal data, including in particular the purposes and legal bases of processing, as well as the rights of Subscribers as data subjects, have been included in the Privacy Policy.

§ 6. FINAL PROVISIONS

- 1. BedBooking reserves the right to update these Terms and Conditions at any time, to align them with changes in regulations or changes in the offered service. 2. Changes to the Terms and Conditions will become effective on the date specified in the notice of change, which in any case will not be less than 14 days from the date of announcement.
- 3. The amended content of the terms will bind the Subscriber if, within 14 days of receiving

information about the change to the Terms and Conditions, they do not submit a cancellation of the Newsletter service. The absence of cancellation of the Newsletter service within the specified period signifies acceptance of the changes and binds the Subscriber to the new content of the Terms and Conditions.

- 4. Any disputes between the Subscriber and BedBooking subject to their mutual consent will be settled amicably or in the presence of an independent and impartial mediator. 5. In matters not regulated by these Terms and Conditions, the relevant provisions of the generally applicable law shall apply, including in particular the provisions of the Civil Code, the Consumer Rights Act, the Copyright and Related Rights Act, and the personal data protection regulations.
- 6. These Terms and Conditions are effective from 22.04.2024.