

BedBooking Terms of Service

04.06.2020 - 29.07.2024

§1. SUBJECT OF THE TERMS OF SERVICE

The Terms and Conditions define the rules for the provision of electronic services by BedBooking Sp. z o.o. based in Świdnica with the help of the BedBooking system, operating, among others, via the www.bed-booking.com website, mobile applications. The condition for using the BedBooking system is to read and accept the Terms and Conditions.

§2. DEFINITIONS

The terms used herein shall mean:

- a) Operator – BedBooking Sp. z o.o. based in Świdnica, ul. Esperantystów 17, 58-100 Świdnica, NIP number 8842785023, REGON 368536161, KRS 0000699738 email: office [at] bed-booking.com.
- b) BedBooking – an Internet and mobile platform owned and managed by the Operator, through which you can use, among others, from the internet service at www.bed-booking.com, the BedBooking Web App, BedBooking for Android, BedBooking for iOS and BedBooking Widget, Easy B&B for Android, PropertyPRO for Android.
- c) Account – an individual name (e-mail address) and password provided by the User, a set of resources in the BedBooking system, in which User's data are collected.
- d) Service – a service provided as part of BedBooking.
- e) Premium service – a paid service provided as part of BedBooking Services.
- f) User – an entity using BedBooking, regardless of its legal form (a natural person with full legal capacity, and in cases provided for by the generally applicable provisions a natural person with limited legal capacity and a natural person running a business or a legal person).
- g) Agreement – agreement for the provision of services via BedBooking – concluded between the Operator and the User, for an indefinite period, on the terms specified in the Terms and Conditions.
- h) Terms and Conditions – these terms and conditions, defining the rules of using BedBooking.
- i) BedBooking privacy policy – a document setting out the rights and obligations of the Operator and the User in the field of personal data protection. The Operator provides the privacy policy of the Users in BedBooking.
- j) Price list – currently valid price list for BedBooking services.
- k) Order Form – a form available in the BedBooking system through which you can purchase Premium Services.

§3. CONCLUSION OF AGREEMENTS

I. Free User account.

1. It is necessary to create a User account in order to conclude Agreements concerning individual Services.
2. The User Agreement with BedBooking is concluded for an indefinite period.
3. The moment of conclusion of the agreement for the provision of electronic services is the day on which the User creates an Account at BedBooking. The User gains access to his/her Account from the moment of confirming registration.
4. The User is obliged to use BedBooking in a manner consistent with these Terms and Conditions with applicable law and good customs.
5. The User who creates an Account is asked to accept the terms herein pertaining to the Terms and Conditions.
6. Setting up and running a User Account is free.

II. Concluding agreements in respect of Premium Services.

1. Activation of Premium Services is payable.
2. The Premium Service is used after selecting the preferred period of access to the Premium Service and paying for the Premium Service in the full amount due.
3. The agreement regarding the implementation of the Premium Service becomes effective when the funds are posted on the Operator's settlement account.
4. The Premium service is offered on a monthly basis.
5. The Premium Service can also be used in the form of a one-time, 30-day trial period.
6. The User may make Premium Service Orders after completing and sending the Order Form.
7. The User will be informed about the price to be paid for the Premium Service at the ordering stage.
8. The prices of Premium Services are also available in the Price list available at BedBooking.
9. The User is obliged to choose the preferred payment method for Premium Services.
10. The User is obliged to follow the presented messages in the Order Form in order to complete the purchase process and make payment.
11. The payment date for the Premium Service is the date of posting the payment on the Operator's settlement account.
12. BedBooking grants the Premium Service on the User's Account for the period specified in the Order Form, counted up to the date of posting the payment on the Operator's account.
13. In the case of the purchase of a Premium Service that was active on the User Account, the duration of the Premium Service is extended by the period

specified in the Order Form (Extension of the Premium Service provision

time).

14. If the User has other active Services (including Premium Services) on his/her Account other than those selected by him/her in the Order Form, the other aforementioned Services (including Premium Services) is active before making the current purchase and is not subject to extension. (New purchase).

15. BedBooking reserves the right that some of the Services may be dependent on each other, i.e. that BedBooking may provide the Service (including the Premium Service), the User is required to have another active dependent Service (including Premium Service) on his/her Account.

16. If the User does not have an active dependent Service (including Premium Service) and is required to use the newly purchased Service, including Premium Service, it may be necessary to purchase the Dependent Service.

17. Information about any additional fee will be presented to the User in the Order Form before actual purchase.

18. In case of the expiration of Services dependent on each other, BedBooking has the right to cease the provision of other Services (including Premium Services) being in connection with the expiration of the dependent Service.

19. The Premium Service is deactivated and the User Account goes into the free mode provided that it does not use other active Premium Services following the period for which the Premium Service has been activated.

§4. INVOICES AND SETTLEMENTS

1. Depending on the chosen form of payment selected by the User in the Order Form, bills and / or VAT invoices are issued by various entities. Payment method – PayPal, Dotpay, Bank Transfer and the other local payment method – BedBooking will issue an appropriate VAT invoice in electronic form to the data provided by the User in the Order Form. The VAT invoice will be issued after the payment is booked on the Operator's settlement account. A VAT invoice will be sent to the User to the email address provided in the Order Form.

b) Payment Method – Google Payments – an invoice or bill is issued by Google in accordance with the terms of Google Payments. If the Customer does not receive billing or an invoice from Google, the Customer is obliged to use the help of Google.

c) Payment Method – Apple App Store – a bill or invoice is issued by Apple in accordance with Apple's terms of service. If the Customer does not receive an invoice or bill, the Customer is obliged to use Apple's help.

2. BedBooking's liability for issuing bills or invoices by entities indicated in § 4 para. 1. points (b) and (c) are completely excluded.

3. BedBooking does not act as an intermediary and does not represent the User in the process of resolving disputes with third parties, including Google and/or Apple.

§5. REFUNDS AND CANCELLATION POLICY

I. Refunds

1. The User is entitled to cancel the Premium Service and receive a full refund without giving reason, within 14 (fourteen) days from the date of granting the Premium Service on their Account.
2. In order to cancel the Premium Service and receive a refund, the User is obliged to submit his / her request via email at office [at] bed-booking.com or in writing to the Operator's postal address.
3. BedBooking will process the refunds within 14 days of receiving the request, using the same payment method used to make the initial purchase for the Premium Service.
4. After 14 (fourteen) days from the date of activation of the Premium Service on the User's Account, BedBooking will not be processing refunds for:
 - a) any unused Premium Service,
 - b) upgrades made to the Premium Service package,
 - c) reductions made to the Premium Service package.

II. Cancellation of the Services

1. The User may cancel Premium Service subscription purchased in the form of an auto-renewal at any time.
2. If the Premium Service has been purchased through a Third Party, the subscription is subject to separate Third Party Terms and Conditions (in addition to the above Regulations).
3. BedBooking will be providing Premium Service for the period to which the Service has been activated, regardless of the cancellation of the auto-renewal subscription by the User.

§6. OBLIGATIONS OF PARTIES

1. The User declares that he/she has consented to the processing of personal data from contractors to whom the data pertains.
2. The User is obliged to use BedBooking in a manner consistent with the Regulations, applicable law, as well as appropriate manners.
3. The User may not modify, adapt or hack the Services including the Premium Service and the software included in the BedBooking system.
4. The User will not attempt to obtain unauthorized access to the Service, including Premium Services or related systems or networks.
5. The User is liable for the actions of third parties to whom he/she has provided access to his/her Account as for his/her own activities. Actions taken by third parties using the User's Account will be treated as if they have been personally made by the User.
6. The owner and entity responsible for content entered via the BedBooking Service is the User.
7. The Operator does not bear any responsibility for the content presented by the User using the Services.
8. All obligations resulting from legal provisions regarding the publication of content lie with the User.

9. BedBooking may modify, temporarily or permanently, the functionality available as part of its system or any part of it.
10. The Operator reserves the right to introduce restrictions on the use of BedBooking caused by its technical service, maintenance work, work on improving its functionality or due to fortuitous events. At the same time, the Operator undertakes to make every effort to ensure that the interruptions caused by its operation take place at night and last as short as possible.
11. The Operator is not liable for damages resulting from:
 - a) interruptions in the service delivery or unavailability of Services beyond the Operator's control,
 - b) interruptions in delivery resulting from events that the Operator could not foresee,
 - c) improper functioning of BedBooking which is not the fault of the Operator,
 - d) access to the User's account by unauthorized persons,
 - e) dangers related to the use of the network,
 - f) ignorance or non-compliance with the Regulations by the User.

§7. ENTRUSTING PERSONAL DATA

1. The User, when adding the personal data of clients to his/her profile, entrusts the data to be processed by an Operator. The User declares that the data has been collected in accordance with binding legal provisions, and the Operator declares that he/she undertakes to use the personal data exclusively for the purposes of providing his/her services.
2. The Operator obliges himself/herself to apply measures ensuring the protection of the processed data and to keep records describing the manner in which they are processed.
3. The Operator is not authorized to transfer personal data to third parties with the exception of co-workers and persons authorized to process the data.
4. The Operator entrusts for processing the personal data of the User's clients to:
 - a) Fakturownia Sp. z o.o. with headquarters at ul. Smulikowskiego 6/8, 00-389 Warsaw, KRS 0000572426 NIP 5213704420. Entrustment results from the possibility for the User to use the Fakturowania.pl software. The user may object to the entrustment, but this will result in the inability to use the functionality of the Fakturownia.pl software.
 - b) Amazon Web Services Ireland Limited with headquarters One Burlington Plaza, Burlington Road, Dublin 4, Entrustment is necessary for the proper provision of services by the Operator. The user may object to the entrustment, but it will result in the inability to use BedBooking.
 - c) Hostersi Sp. z o.o. with headquarters at ul. PCK 26A, 44-200 Rybnik, KRS 275333 NIP 6423007308. Entrusting is necessary for the proper provision of services by the Operator. The user may object to the entrustment, but it will result in the inability to use BedBooking.
5. In the event of detecting a personal data protection breach, the Operator is obliged to immediately, within 24 hours of receiving such information, report

the breach to the User taking into account the provisions of Art. 33 of GDPR.

6. The Operator is obliged to assist the User as the Personal Data Controller in fulfilling his/her obligation to respond to requests submitted by the people whose data is concerned with regards to the entrusted personal data.

7. In the event of terminating the Agreement, the Operator is obliged to remove the User's clients' personal data processed on BedBooking.

8. Detailed information on protecting the personal data of Users is found in BedBooking's Privacy Policy.

§8. PERSONAL DATA

1. The User will be asked to consent to the processing of personal data by filling out electronic forms to register an Account.

2. Personal data is processed only for the purpose of providing services referred to in these Regulations.

3. The User's personal data will not be disclosed to other persons for marketing purposes without his/her express consent. The User always has access to his/her data for verification, modification or removal from the BedBooking database.

4. Detailed information on the protection of personal data can be found in the BedBooking Privacy policy document.

§9. COMPLAINTS

1. In the event that the User decides that the Operator does not provide services or implements them incorrectly, he/she may file a complaint.

2. Complaints should be reported to the following address: office [at] bed-booking.com or by post to the address of the Operator.

3. The content of the notification must include: full name, company name (if applicable), e-mail address, your comments and requests.

4. If the complaint is incomplete, the Operator will ask the User to complete the complaint before considering the complaint.

5. The Operator will respond within 14 days for correctly submitted complaints, in the case of Users who are consumers under Polish law, in the case of other Users who are not consumers, the complaint will be considered within 30 days.

6. The response to the complaint is sent to the User's e-mail address.

§10. DELETION OF THE ACCOUNT

1. The User may at any time ask BedBooking to delete the Account.

2. The User in the notification regarding the deletion of the BedBooking Account is obliged to send the Authentication Data in order to confirm his/her identity.

3. In special cases, the User may be asked for other information that is intended to authenticate his/her identity.

4. After positive verification of the User's identity, he/she will receive a return

e-mail confirming that his account has been deleted from BedBooking.

5. If the User's identity is not confirmed, he/she will receive due justification to refuse to delete the Account in the form of an e-mail.

6. The Operator reserves the right to delete the User's Account in the case of:

- a) User's violation of the provisions of these Regulations or the BedBooking Privacy Policy,
- b) User's violation of the Polish law or the country in which the User is staying or in which his activity is carried out,
- c) using BedBooking against its intended use,
- d) User's actions to the detriment of the Operator.

7. In the case of Account Removal from BedBooking:

- a) the Agreement between the Operator and the User is terminated,
- b) The Operator ceases to provide any Services to the User within the given Account,
- c) The Operator does not reimburse payments for the unused Premium Service period.

8. After receiving information about removing the Account, the User is obliged to:

- a) uninstalling the application,
- b) verification and possible cancellation of all active subscriptions/payments for the BedBooking application for Android on Google Play and/or iOS on the Apple App Store, so that the fee for providing the Services is not reimbursed,
- c) removal of the BedBooking Widget, from all the websites on which the Widget has been embedded.

§11. PROTECTION OF COPYRIGHT

1. All photos and other materials (including texts, graphics, logos) placed in BedBooking belong to the Operator or have been used with the consent of third parties who have copyrights to them.

2. Copying of photographs and other graphic materials and the reprinting of texts published in BedBooking, including their sharing on the Internet without the written consent of the Operator or other third party possessing copyrights to them, is prohibited.

3. It is also forbidden for external entities to download photos from BedBooking and use them for marketing and commercial purposes.

4. The use of the above-mentioned materials without the written consent of the Operator or other third party who is entitled to copyrights is inconsistent with the law and these Regulations.

§12. LICENCE

1. By placing all kinds of copyrighted material in BedBooking, e.g. pictures/films/files/graphics/comments/logos (together with "content") – the User grants the Operator an unlimited territorial, non-exclusive and unpaid licence, for an indefinite period, for the use of and disposing of them in part or in full to the extent necessary for the provision of services by the Operator, dissemination and promotion of BedBooking, including the development of dependent works on their basis, among others in the following fields of use:

- a) in the field of recording and reproduction of a work – production of a specific technique of a work, including printing, reprographic, magnetic recording and digital technique;
- b) in the scope of trade of the original or copies on which the work or content was recorded – placing on the market, lending or rental of the original or copies;
- c) in the scope of dissemination in a way other than specified in point (b) – public performance, issue, display, reproduction and broadcasting and re-issuing, as well as public sharing (including on the Internet) of the work in such a way that everyone can have access to them in place and in time chosen by oneself.

2. In case of claims by third parties to the Operator regarding violation of rights to works or content referred to in paragraph 1 of this paragraph, the User undertakes to release the Operator from liability in this respect, and also, after calling from the Operator, return all costs incurred by the Operator in relation to the above-mentioned claims of third parties and the costs of any process/proceedings and legal services.

§13. FINAL PROVISIONS

1. The Operator reserves the right to make changes to the Terms and Conditions. The Operator will inform Users about each change via BedBooking and in e-mail correspondence sent to the User's e-mail address provided by him/her during the Account registration.

2. The changes introduced in the Terms and Conditions are not intended to violate the rights acquired by Users prior to the introduction of changes.

3. The provisions of these Terms and Conditions are not intended to exclude or limit any rights of the User who is a consumer, which he/she is entitled to under the mandatory provisions of law. In the event of non-compliance of the provisions of these Terms and Conditions with the above provisions, priority is given to these provisions.

4. If any of the provisions of these Terms and Conditions are affected by invalidity or become invalid, it does not affect the validity of the remaining provisions of the Terms and Conditions. In such a situation, BedBooking undertakes to make necessary corrections or replace invalid provisions with others, which should be in accordance with the law and the original intention of the parties.

5. All disputes between the Operator and the User will be settled .

6. Detailed information, contact details and a list of amicable consumer courts can be found on the websites of the offices competent to protect consumer rights. The User may submit his complaint via, for example, the EU online platform ODR (online dispute resolution), available at: <http://ec.europa.eu/consumers/odr/>.

7. If it is not possible to resolve the dispute , the competent court to resolve the dispute with the User who is a consumer is the competent court established according to generally applicable provisions.

8. In the event of a dispute with the User being a non-consumer, the court having jurisdiction over the Operator's seat will be the deciding court.

9. These Terms and Conditions apply from June 4, 2020.