

BedBooking

Terms of Service

29.07.2024 - 08.09.2025

§1. SUBJECT OF THE TERMS AND CONDITIONS

These Terms and Conditions define the terms of services by electronic means provided by BedBooking Sp. z o.o., with its registered office in Świdnica, using the BedBooking system operating through the www.bed-booking.com website or mobile applications, among others. The condition for using the BedBooking system is reading and accepting the Terms and Conditions.

§2. DEFINITIONS

The definitions used in the Terms and Conditions have the following meaning:

- a) Operator – BedBooking Sp. z o.o., with its registered office in Świdnica, ul. Esperantystów 17, 58-100 Świdnica, NIP 8842785023, REGON 368536161, KRS 0000699738 e-mail: office@bed-booking.com.
- b) BedBooking – an online and mobile platform belonging to and managed by the Operator, which allows access to, among other things, a web portal under the address www.bed-booking.com, BedBooking Web App, BedBooking for Android, BedBooking for iOS, BedBooking Widget, Easy B&B for Android, PropertyPRO for Android.
- c) Account – a collection of resources in the BedBooking system, designated with an individual name (e-mail address) and password specified by the User, used to collect data on Users.
- d) Service – a service provided within BedBooking.
- e) Premium Service – a paid service provided as part of BedBooking Services.
- f) User – an entity using BedBooking regardless of their legal form (a natural person with full legal capacity, and in instances provided for under the generally applicable law a natural person with limited legal capacity, a natural person running a business operation or a juridical person).
- g) Agreement – an agreement for provision of services through BedBooking – concluded between the Operator and the User indefinitely, under conditions specified in the Terms and Conditions.
- h) Terms and Conditions – these terms and conditions, specifying the terms of using BedBooking.
- i) BedBooking Privacy Policy – a document that specifies the rights and obligation of the Operator and the User in terms of personal data protection. The Operator makes the Privacy Policy available to Users at BedBooking.
- j) Price List – the current price list for the BedBooking services.
- k) Order Form – a form available in the BedBooking system that makes it

possible to make a purchase of Premium Services.

l) User Content – all the information created or provided by the User as part of using BedBooking, and in particular reviews and comments.

m) DSA – Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market For Digital Services and amending Directive 2000/31/EC (Digital Services Act).

§3. CONCLUSION OF AN AGREEMENT

I. Free User account.

1. Conclusion of Agreements related to individual Services requires registering a User account.

2. A User agreement with BedBooking is concluded indefinitely.

3. The moment of concluding an agreement for digital provision of services is considered to be the day when the User creates an Account on BedBooking. From the moment of confirming the registration, the User gains access to their Account.

4. The User is obligated to use BedBooking in a way that complies with these Terms and Conditions, the applicable law and morality.

5. Upon creating an Account, the User will be requested to accept the Terms and Conditions.

6. Creating and owning a User Account is free of charge.

II. Conclusion of agreements related to Premium Services.

1. Activation of Premium Services is paid.

2. Using a Premium Service occurs upon selecting the preferred period of access to a Premium Service and paying for the Premium Service in the full amount due.

3. An agreement related to performance of a Premium Service comes into force with the moment of the funds being credited to the Operator's settlement account.

4. A Premium service is offered in monthly periods.

5. The User may also use a Premium Service in form of a one-time, 30-day trial.

6. The User may place an order for a Premium service by filling out and sending the Order Form.

7. At the order stage, the User will be notified about the price to pay for the Premium Service.

8. The prices for Premium Services are also available in the Price List made available on BedBooking.

9. The User is obligated to choose the preferred payment method for Premium Services.

10. The User is obligated to follow the messages presented in the Order Form in order to finalize the purchase process and make the payment.

11. The day of paying for Premium Services is considered to be the date of the payment being credited to the Operator's settlement account.

12. BedBooking makes a Premium Service available on the User Account for

the period specified in the Order Form as counted from the day of the payment being credited to the Operator's bank account.

13. In case of purchasing a Premium Service that was active on the User Account, the duration of the Premium Service gets extended by the period provided in the Order Form (Extension of the Premium Service provision time).

14. In case of the User having active Services on their Account (including Premium Services) other than selected by them in the Order Form, said other Services (including Premium Services), active before making the current purchase, will not be extended. (New purchase).

15. BedBooking reserves the right to have some of the Services depend on each other, which means that in order for BedBooking to be able to provide the Service (including a Premium Service), it is required for the User to have another active dependent Services (including a Premium Service) on their Account.

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

17. The information about a potential additional fee will be presented to the User in the Order Form, before making the actual purchase.

18. In case of interdependent Services expiring, BedBooking has the right to stop providing the remaining Services (including a Premium Service) that are related to the expiration of the dependent Service.

19. After the end of the period a Premium Service was activated for, the Premium Service gets deactivated and the User Account switches to the free mode provided that they are not using any other active Premium Services.

§4. INVOICES AND SETTLEMENTS

1. Depending on the payment method selected by the User in the Order Form, the bills and/or VAT invoices are issued by different entities.

a) Payment method – PayPal, Dotpay, bank transfer and other local payment methods – BedBooking shall issue an adequate VAT invoice in digital form, for the data provided by the User in the Order Form. The issue of the VAT invoice shall take place after the payment being credited to the Operator's settlement account. The VAT invoice will be sent to the User at the e-mail address provided in the Order Form.

b) Payment method – Google Payments – the bill or VAT invoice is issued by Google, in accordance with the Google Payments terms of service. In case of the Client not receiving the bill or invoice from Google, the Client is obligated to use the Google company's help.

c) Payment method – Apple App Store – the bill or VAT invoice is issued by Apple, in accordance with the Apple terms of service. In case of the Client not receiving the bill or invoice, the Client is obligated to use the Apple company's help.

2. BedBooking's liability for the issue of bills or VAT invoices by the entities specified in § 4 par. 1. pt. b) and c) is entirely excluded.

3. BedBooking is not an intermediary or representative of the User in the process of resolving disputes with third parties including Google and/or Apple.

§5. TERMS OF REFUNDS AND SERVICE CANCELLATION

I. Refunds

1. The User may cancel Premium Services without giving a reason and receive a refund for all money paid within 14 (fourteen) days from the day of the Premium Service being granted on the Account.
2. In order to cancel a Premium Service and receive a refund, the User is obligated to send their request to office@bed-booking.com or by post to the address of the Operator's registered office.
3. BedBooking shall refund the amount paid within 14 days from receiving the User's request, using the same payment method that the User paid for the Premium Services with.
4. After 14 (fourteen) days from the day of activating the Premium Service on the User Account, BedBooking shall not make refunds for the amounts paid for:
 - a) the period of providing the Premium Service not used by the User,
 - b) upgrading the package of the Premium Services provided,
 - c) downgrading the package of the Premium Services provided.

II. Service Cancellation

1. The User may cancel Premium Services purchased in form of an auto-renewed subscription at any time.
2. If a Premium Service was purchased through a third party, the subscription is subject to the conditions of the agreement with such party (except for these Terms and Conditions).
3. Regardless of cancellation of an auto-renewed subscription by the User, BedBooking provides Premium Services for the period the Service was activated for.

§6. OBLIGATIONS OF THE PARTIES AND TERMS OF CONTENT MODERATION

1. The User declares that they have the permission to process personal data from the counterparties the data relates to.
2. The User is obligated to use BedBooking in accordance with the Terms and Conditions, the applicable law, as well as morality.
3. The User shall not modify, adapt or hack a Service, including a Premium Service, as well as the software forming part of the BedBooking system.
4. The User shall not try to gain unauthorized access to a Service, including a Premium Service, or systems or networks related to it.
5. The User is liable for the actions of third parties to which they gave access to their Account as for their own actions. Actions taken by third parties using the User's Account shall be treated as if they were taken by the User themselves.
6. BedBooking may modify, temporarily or permanently, the functionality available within their system or any of its parts.
7. The Operator reserves the right to impose limitations in use of BedBooking

caused by its technical servicing, maintenance works, works on improving its functionality or due to random events. At the same time the Operator undertakes to make the best effort that the aforementioned interruptions, caused by their actions, take place at night and are as short as possible.

8. The Operator shall not be held liable for damages caused by:

- a) interruptions in provision of services or inaccessibility of Services out of the Operator's control,
- b) interruptions caused by events that the Operator could not predict,
- c) incorrect functioning of BedBooking not caused by the Operator,
- d) access to the User's account by unauthorized individuals,
- e) dangers related to network use,
- f) the User's ignorance of or non-compliance with the Terms and Conditions.

9. Due to the provisions of the Digital Services Act (DSA), the Operator has designated a point of contact for direct communication with authorities of the member states, the Commission, the Board for Digital Services as well as the Buyers in form of an e-mail address: office@bed-booking.com.

10. The Operator also runs groups on social media or a fan-page for

BedBooking at: <https://www.instagram.com/bedbookingcom/>;

<https://www.facebook.com/bedbooking/>;

<https://www.linkedin.com/company/bedbooking/>, to which § 6 par. 9 – 23 of the Terms and Conditions apply accordingly.

11. The Operator shall not be held liable for User Content published on BedBooking, in cases where the Operator:

- a) has no actual knowledge of the illegal activity or illegal User Content, and in regard to claims for damages – does not know of the facts or circumstances that clearly indicate illegal activity or illegal User Content, or
- b) promptly takes adequate actions in order to remove or block access to the illegal User Content once they gain such knowledge or message.

12. The User, in case of intentions to publish User Content on BedBooking, is obligated to act in line with rules of social conduct and morality, including appropriate and substantive use of written language.

13. The User shall not publish User Content that constitutes illegal content within the meaning of the Digital Services Act (DSA), generally applicable law or in any other way contrary to the Terms and Conditions or morality, which means that in particular they shall not publish User Content that:

- a) is not in line with the topic of a particular themed module or interest group;
- b) duplicates content that was published earlier on the portal within a particular themed module or interest group;
- c) concerns technical matters related to the functioning of BedBooking;
- d) contains hyperlinks or other content qualifying as spam;
- e) serves to run an operation that is competitive to that of the Operator, such as promoting competitive business operations;
- f) serves to run unauthorized advertising, promotional or marketing actions, in particular by publishing advertisements, selling or promoting products, services, projects, fundraisers;
- g) serves to conduct actions forbidden by law, i.e. attempted fraud and extortion of financial resources from other Users;

- h) incites violence against any living beings, including animals, or applauds such violence;
- i) promotes any fascist or other totalitarian form of government;
- j) incites hatred based on gender, sexual, national, ethnic, racial, religious differences or due to lack of religion, or applauds such hatred;
- k) defames a group of people or individual persons due to their gender, sexual, national, ethnic, racial, religious identity or due to their lack of religion;
- l) contains content of chauvinistic or misogynistic nature, as well as bears characteristics of gender discrimination;
- m) defames or insults any third party;
- n) violates personal rights of any third party;
- o) violates the copyright of any third party;
- p) contains profanities or other content of offensive nature;
- q) incites dangerous behavior or applauds such behavior;
- r) insults religious feelings;
- s) may cause discomfort of other Users, in particular through lack of empathy or respect for other Users;
- t) is in any other way against or contrary to the law.

14. The Operator, in the event of becoming aware that the User violated the generally applicable law, including the Digital Services Act (DSA) and these Terms and Conditions, may make a decision about the following limitations in provision of services:

- a) blocking access to such content on BedBooking,
- b) permanent deletion of content from BedBooking,
- c) permanent deletion of the Account;
- d) deletion of a comment under a post from a particular User on a social media profile;

15. The Operator shall make the decision referred to in § 6 par. 14 of the Terms and Conditions depending on the weight of the case and severity of violating the generally applicable law or these Terms and Conditions, following the principles of proportionality and adequacy.

16. Imposing a particular limitation shall only take place after prior presentation of the reasons for the decision to the User who committed the violation. The User has the right to file an appeal against the Operator's decision on the terms presented in the reasons for the decision.

17. The Operator reserves that, on their own and at the moments of their choice, they may conduct a verification of the User Content published on BedBooking. The verification activities are conducted by the Operator with due diligence and in good faith. Verification is conducted in order to detect, identify and potentially delete, limit or block access to illegal content. A decision related to limiting illegal or inappropriate User Content that the Operator becomes aware of through their own verification activities has the provisions of par. 14 – 16 of this section applied to it accordingly. The verification activities described in this paragraph do not render the Operator liable for the User Content, as referred to in paragraph 11 above.

18. In the event that the User, acting in good faith, believes that specific Content by another User constitutes content violating par. 12 and 13 of this

section, the User may notify the Operator about this fact by e-mail at: office@bed-booking.com

19. To make the reporting procedure easier, the Operator provides the Users with a violation report form, which constitutes Annex No. 1 to these Terms and Conditions.

20. The report referred to in par. 18 above should contain in particular:

a) a sufficiently justified explanation for the reasons why a particular individual or particular entity consider User Content to be in violation of the Terms and Conditions,

b) clear identification of the exact digital location of the information, such as the exact URL address or exact URL addresses and, if applicable, additional information that makes it possible to identify the User Content,

c) full name and e-mail address of the individual or entity making the report, with exception

of reports related to information considered to be tied to one of the offenses,

d) a declaration confirming a belief in good faith of the individual or entity making the report that the information and allegations contained in it are correct and complete.

21. The Operator confirms reception of the report and conducts a verification of reports and follow-up actions in accordance with the provisions of these Terms and Conditions (internal terms of verifying complaints and reports).

22. The Operator reserves that in the event of learning any information giving rise to a suspicion that the User committed, is committing or may commit a crime that puts life or safety of individuals in danger, they shall notify the adequate law enforcement agency or other adequate public authority about this fact.

23. The Operator makes it possible for an individual reporting a violation to file an appeal against the decision made by the Operator on the Content reported. The appeal needs to be filed to the Operator immediately, but not later than 14 days from the day of the submitter receiving a Response to the report of violation for the User Content in question. In case of a refusal to consider the appeal, the submitter may take the case to court, if there is a factual and legal basis for that, in accordance with the final provisions of the Terms and Conditions.

§7. ENTRUSTING PERSONAL DATA

1. The User, when filling their profile with personal data of the clients, entrusts it to the Operator for processing. The User declares that they collected this data in accordance with the applicable law, whereas the Operator declares that they undertake to use the personal data only to the extent required to provide services.

2. The Operator undertakes to use measures that ensure protection of the processed data and to keep documentation describing how it is processed.

3. The Operator is not authorized to make the personal data available to third parties, with exception for those who are collaborators and authorized to process the data.

4. The Operator entrusts the personal data of the User's clients for processing to:

- a) Fakturownia Sp. z o.o., with its registered office at ul. Smulikowskiego 6/8, 00-389 Warsaw, KRS 0000572426 NIP 5213704420. The entrusting arises from the User's ability to use the Fakturowania.pl software. The User may object against the entrusting, but this will entail inability to use the functionalities of the Fakturowania.pl software.
- b) Amazon Web Services Ireland Limited, with its registered office at One Burlington Plaza, Burlington Road, Dublin 4, the entrusting is required for proper provision of services by the Operator. The User may object against the entrusting, but this will entail inability to use BedBooking.
- c) Hostersi Sp. z o.o., with its registered office at ul. PCK 26A, 44-200 Rybnik, KRS 275333 NIP 6423007308. The entrusting is required for proper provision of services by the Operator. The User may object against the entrusting, but this will entail inability to use BedBooking.

5. In the event of finding a violation of the protection of entrusted personal data, the Operator is obligated to immediately, no later than 24 hours from becoming aware of that, report it to the User, taking into account the provisions of art. 33 of GDPR.

6. The Operator is obligated to help the User as the Personal Data Controller in fulfilling the obligation to respond to requests from data subjects regarding the personal data entrusted for processing.

7. In case of termination of the Agreement, the Operator is obligated to remove the data on the User's clients processed by BedBooking.

8. Detailed information on the protection of the User's personal data can be found in the BedBooking Privacy Policy document.

§8. PERSONAL DATA

1. When filling out digital forms in order to register an Account, the User will be asked to give consent to processing of personal data.

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

3. The User's personal data will not be disclosed to other individuals for marketing purposes without their explicit consent. The User always has access to their data for the purpose of verification, modification or removal from the BedBooking database.

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

§9. COMPLAINTS

1. In the event that the User determines that the Operator is not providing the services or is providing them incorrectly, they may file a complaint.

2. A complaint should be filed to the address: office@bed-booking.com or by post to the address of the Operator's registered office.

3. The content of a complaint should include: first and last name, name of the

company (if applicable), e-mail address, the submitter's remarks and requests.

4. If a complaint is incomplete, the Operator shall ask the User to complete it before considering the complaint.

5. The Operator shall consider a properly filed complaint within 14 days for Users who are consumers in accordance with the Polish law, in case of other Users who are not consumers the complaint will be considered within 30 days.

6. The response to a complaint will be sent to the User's e-mail address.

§10. ACCOUNT DELETION

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

2. In a request to delete their BedBooking Account, the User is obligated to provide their authentication data in order to confirm their identity.

3. In special cases, the User may be asked for other information for the purpose of authenticating their identity.

4. Upon a successful verification of the User's identity, they will receive a return e-mail with a confirmation of deleting their BedBooking account.

5. In the event of failure to confirm the User's identity, they will receive an adequate explanation for refusal to delete their Account in form of an e-mail message.

6. The Operator reserves the right to delete a User Account in the event of:

- a) the User violating the provision of these Terms and Conditions or the BedBooking Privacy Policy,
- b) the User violating the Polish law or the law of the country where the User resides or where they run their operation,
- c) BedBooking being used contrary to its intended purpose,
- d) the User acting to the detriment of the Operator.

7. In case of deleting an Account from BedBooking:

- a) the Agreement between the Operator and the User becomes terminated,
- b) the Operator ceases to provide any Services to the User within a particular Account,
- c) the Operator shall not grant refunds for the unused period of a Premium Service.

8. Upon receiving information about deletion of the Account, the User is obligated to:

- a) uninstall the application,
- b) verify and potentially cancel all the active subscriptions/payments for the BedBooking application for Android on Google Play and/or iOS on Apple App Store, so that no further fees are charged for provision of Services,
- c) delete the BedBooking Widget from all the websites where said Widget was embedded.

§11. COPYRIGHT PROTECTION

1. All photographs and other materials (including texts, images, logos) published on BedBooking belong to the Operator or were used with the consent of third parties that hold copyright to them.

2. It is forbidden to copy photographs and other graphic materials as well as

use reprints of the texts published on BedBooking, including making them available on the Internet without a written permission from the Operator or other third party that holds copyright to them.

3. It is also forbidden for third parties to download photographs from BedBooking and to use them for marketing and commercial purposes.

4. Use of the above mentioned materials without a written permission from the Operator or other third party that holds the copyright is against the law and these Terms and Conditions.

§12. LICENSE

1. The User, by publishing all kinds of copyrighted materials, such as photographs/videos/files/images//comments/logos (jointly referred to as "content") on BedBooking – grants the Operator an unlimited by territory, non-exclusive and royalty-free license, for an indefinite period, to use and dispose of them in whole or in part to the extent required for the Operator to provide services, to distribute and to promote BedBooking, including creation of derivative works based on them in the following fields of use, among others:

- a) within the scope of recording and reproduction of the work – making copies of the work using a specific technique, including the printing technique, reprographic technique, magnetic recording and digital technique;
- b) within the scope of trading the original or copies that store the work or content – placing on the market, lending or rental of the original or copies;
- c) within the scope of distributing in a manner other than specified in pt. b – public performance, production, displaying, playback and broadcasting and rebroadcasting, as well as public sharing (including on the Internet) of the work in a way that everyone has access to it at the place and time of their choice.

2. The User, in the event of third parties filing claims against the Operator regarding a copyright violation for the work or content referred to in par. 1 of this section, is obligated to release the Operator from liability in this regard and, upon being requested by the Operator, refund them for all the expenses incurred due to the above mentioned claims by third parties as well as the costs of the potential trial/proceedings and legal assistance.

§13. FINAL PROVISIONS

1. The Operator reserves the right to make changes to the Terms and Conditions. The Operator shall notify the User of any changes through BedBooking, as well as in e-mail correspondence sent to the User's e-mail address, provided by them when registering the Account. Changes to the Terms and Conditions may be dictated by:

- a) change to the conditions of the services provided,
- b) necessity to adjust the Terms and Conditions to changes in law,
- c) necessity to adjust the Terms and Conditions to a decision, judgment or other ruling of a competent court or state authority,
- d) necessity to fulfill a legal obligation incumbent on the Operator,
- e) editorial changes.

2. Changes made to the Terms and Conditions are not intended to violate the rights acquired by the Users before introducing the changes.
3. The provisions of these Terms and Conditions are not intended to exclude or limit any rights of a User who is a consumer that they are entitled to under the mandatory provisions of applicable law. In case of the provisions of these Terms and Conditions not complying with the above mentioned law, said law shall prevail.
4. If any of the provisions of these Terms and Conditions is declared invalid or becomes invalid, it shall not affect the validity of the remaining provisions of the Terms and Conditions. In such situation, BedBooking undertakes to make the necessary corrections or to replace the invalid provisions with others that should be in compliance with the provisions of law and the initial intention of the parties.
5. All disputes between the Operator and the User shall be resolved by conciliation.
6. A User who is a Consumer may:
 - a) use extrajudicial means of handling complaints and pursuing claims referred to in the extrajudicial resolution of consumer disputes act of 23rd September 2016 (The Journal of Laws, item 1823), where the entity authorized to conduct the proceedings for extrajudicial resolution of consumer disputes that governs the Service Provider is the Provincial Inspectorate of the Trade Inspection in Wrocław (address: ul. Ofiar Oświęcimskich 15A, 50 – 069 Wrocław, e-mail: sekretariat@wiih.wroclaw.pl, website: <https://wiih.ibip.wroc.pl>),
 - b) file a complaint through the EU web platform ODR, available at: <http://ec.europa.eu/consumers/odr/>.
7. In case of inability to resolve a dispute amicably, the competent court for settling a dispute with a User who is a Consumer is the competent court determined based on the generally applicable law.
8. In case of a dispute with a User who is not a consumer – the settling court will be the competent court with jurisdiction over the Operator's registered office.
9. These Terms and Conditions apply from July 30, 2024.