DAVATIS SYSTEM TERMS OF USE

CHAPTER I

GENERAL PROVISIONS

§ 1.   [Preliminary provision]

1. This document sets out the terms of using Davatis System, including in particular rights and duties of its users; rights, duties and responsibilities of its Administrator and rules governing the settlements between Administrator and users.

2. Davatis System – hereinafter referred to as "System" - is an online accommodation facility management system. The System consists of the servers, computers, peripheral devices, software, databases, interface layout and any other material or immaterial means necessary to provide its proper work.

3. The owner and the administrator of the System is Hotele 42 Sp. z o.o. located in Wroclaw (mail address: ul. Lelewela 15, 53-505 Wroclaw, Poland), entered in the National Court Register under № 0000340998, identified by the statistical ID (REGON) 021103755 and fiscal ID (NIP) 8992681897, hereinafter referred as to "Administrator".

§ 2.   [Definitions]

1. The expressions used in this document shall mean:

    a) "contract" – the contract for the provision of accommodation facility management supporting services concluded between the Administrator and the Principal/Owner;

    b) "User" -- any person, or entity, that acts within it in one of the hereinafter enumerated roles;

    c) "account" – established in the System identified by unique ID (e-mail address + login name) data supply which stores user personal details and the data about their activity within the System;

    d) "Principal/Owner" – the User who uses the System to advertise their accommodation services and to manage the accommodation facility where these services are being rendered.

    e) "accommodation facility" – a building to which the Principal/Owner has a valid legal title and in which they render accommodation services;

    f) "Customer" – the User who uses the System to search the accommodation and to book it.

    g) "Terms of Use" – the present document including its appendices: the price list, *Reservation Policy with the Terms of Cancellation* and *Privacy policy*;

h) "price list" – Appendix № 1 to this document containing the payment terms and prices of the services rendered by the Administrator to the Principal/Owner;

i) "delivery day" – the day on which the declaration was sent via e-mail or the seventh day after the day on which the declaration has been dispatched by mail. If the aforementioned day falls on non-working day, the delivery day shall be considered the next working day.

CHAPTER II

PARTICIPATION IN THE SYSTEM

§ 3.   [Registration]

1. The System's services are available for registered Users.

2. Registration consists on filling in the registration form, into which should be entered at least registrant's e-mail address an the password. After filling in the form and confirming the accuracy of entered data, registrant receives an e-mail message containing instructions on how to confirm the registration.

3. The Principal/Owner registers themselves on their own.

4. The Users acting within the System as a Manager or Receptionist are registered by the Principal/Owner.

5. The Customer registers themselves on their own, during the booking process, or they're registered by the the authorized User being the accommodation facility employee.

§ 4.   [Results of accession to the System]

1. While registering the User declares that they have read Terms of Use and accept its provisions. The user who didn't register themselves on their own is assumed to declare this at the moment they started using the System.

2. The User who registered themselves as a Principal/Owner becomes, while confirming the registration, a party of the contract and acquires all rights and obligations mentioned in this document. The contract is concluded for an unspecified time.

3. Upon starting to use System, Principal/Owner warrants they are completely legally and factually able to fulfill the contract terms.

§ 5.   [Principal/Owner's personal information]

1. Upon starting to use the System, the Principal/Owner is obliged – unless they have already this at registration – to introduce their personal information. It they're an entrepreneur, the should introduce also their name, address of seat and REGON and NIP IDs.

2. The Administrator may make the allowance to use the System dependent on making aforementioned data credible.

3. Considering it appropriate, the Administrator may make the registration dependent on showing the documents proving accuracy of these data.

4. Knowing that the Principal/Owner introduced into the System inaccurate or out-of-date personal information, the Administrator is entitled to:

    a) call the Principal/Owner to remove the deficiencies within the fixed period;

    b) block account until all is clarified;

    c) delete the account;

    d) terminate the contract with the immediate effect.

§ 6.   [Account]

1. As a result of successful registration, in the System appears the account assigned to the e-mail address that has been entered into the registration form. The User accesses to the account by logging in with e-mail address and password.

2. The User is prohibited to use the account of another User or share his own account with others. The password shall be kept secret.

3. The account is inalienable.

4. The Principal/Owner is allowed to use more than one account, but it's prohibited to use them to act in breach with Terms of Use or to circumvent its provisions.

CHAPTER III

TECHNICAL REQUIREMENTS FOR USING THE SYSTEM

§ 7. **[Technical requirements]**

In order to use the System, the User should have:

a) a device having access to the Internet;

b) internet browser no earlier than Internet Explorer 8 (recommended Internet Explorer 9), Google Chrome, Firefox 3, opera 9, Safari 5 being configured to use Java Script, cookies and SSL.

c) permanent e-mail address (registration with temporary disposable address is prohibited).

§ 8. **[Malware, content-filtering extents]**

1. The User is prohibited to use within the System any viruses, bots, bugs or any other programs, files or code snippets. In particular, it's forbidden to use scripts or applications which automates processes.

2. By accepting *Terms of Use* the User acknowledges that using content-filtering browser extents (including the extents blocking advertisements) may cause the System malfunctions or completely hinder its operation.

CHAPTER IV

PERSONAL DATA

§ 9.   [Users' declarations, rights and obligations]

1.   The Administrator is the data controller for personal data introduced into the System.

2.   By accepting *Terms of Use* the User:

   a) gives their consent to their personal data being processed in the extent necessary to provide proper System's operation;

   b) warrants that the data they have entered into the registration form are accurate;

   c) acknowledges that some of their personal data shall be public and available on the Internet.

3.   The User is obliged to update their personal data, whenever they change.

4.   The Administrator stores and processes personal data in a manner consistent with legal requirements of their security. The terms of storing and processing these data are regulated in *Terms of Use* and described in *Privacy Policy*.

5.   The Administrator shan't provide or resell Users' e-mail addresses to others. The Administrator shan't send to these addresses any commercial messages other than concerning Administrator's services or any other unsolicited e-mails.

6.   The User is entitled to consult their personal data, amend them and demand them to be removed. With the exception of , the User performs aforementioned rights by using the user interface.

7.   The personal data introduced by Users during the registration are being removed on written demand. Upon their removal Administrator deletes also the account assigned to their subject.

CHAPTER V

INTELLECTUAL PROPERTY

§ 10.   [Preliminary provision]

System's name, its framing and layout, as well as all operating within the System software and databases, are legally protected.

§ 11.   [Copyrights]

1.   The Administrator is an exclusive owner of copyright covering davatis.com website and all its elements, as well as applications and services being provided in the System. None of them may be copied, multiplied, marketed or disseminated in any other way.

2.   However, the Administrator's copyright doesn't cover the user-generated content, which is presumed to be copyrighted by the Users who published this content within the System.

3.   The Users are prohibited to publish within the System any content that it isn't covered by copyright they hold at least within the scope that entitles them to grant the undermentioned license. The User who violates this prohibition shall be liable for any Administrator's damage caused by the violation.

4.   Upon publishing the copyrighted works in the System, the User grants to the Administrator a nonexclusive license to copy, multiply, broadcast and publish these works in a manner allowing the general public to access it in any place and at any time.

§ 12.   [Other intellectual property]

Besides the copyrighted works, the System services may also include trademarks or other objects of legally protected intellectual property of Administrator or other legal entities. The User to whom they're being provided doesn't grant any entitlement to use them. The User is prohibited to copy, multiply or reproduce them, to mark with them any enterprises, commodities or services, or to use them in any other illegal way.

§ 13. **[Administrator's obligations]**

The Administrator is obliged to perform by electronic means services supporting accommodation facility management. *Ipso facto*, the Administrator is also obliged to provide the server space that is needed to store and process data that are being introduced into the System and to share and support the widget allowing to make reservations directly on the accommodation facility's website.

§ 14. **[Advertisements within the System]**

The Administrator is allowed to publish within the System promotional materials and advertisements.

§ 15. **[Interference with the user account]**

The Administrator is allowed to interfere with the content of User account, when it's necessary to resolve the System's malfunctions and in other cases, when it's allowed by *Terms of Use* and necessary to remove the infringements of law or *Terms of Use* provisions.

§ 16. **[Discipline measures]**

1. The Administrator is allowed to block or delete the account assigned to the User:
   a) who doesn't pay outstanding fees despite repeated reminders;
   b) who violates Terms of use or encourages others to do so;
   c) whose activity is harmful for the Administrator or for other Users.
   d) who enters into the System the content (including pictures and multimedia) that hinders the System from proper operation or has a harmful effects on it;
   e) who publishes within the System the content that would be widely regarded as inconsistent with netiquette or good manners.
2. The Administrator shall block or delete account of the User, it they have taken the trustworthy information that the User enters into the System illegal data or content including, in particular, the data or content affecting one's personal rights, being contrary to the legal provisions about

personal data protection or encouraging law-breaking. In this case the Administrator is allowed to confine themselves to removing or editing illegal data or content.

3. The User whose whose account has been deleted because of aforementioned causes is not allowed to register again unless they have Administrator's permission.

4. Personal data of the User whose account has been deleted because of infringement of law or *Terms of Use*, as well as other data and content stored in their account, are being archived. They may be processed by the Administrator to the extent necessary to establish User's legal liability.

5. The Administrator is entitled to block, temporarily or permanently, sending messages by the User who is disseminating spam.

§ 17. [Liability for System's operation]

1. The Administrator is liable for correct and continuous System's operation.

2. The Administrator isn't liable for:
   a) malfunctions caused by *force majeure* or by User's unauthorized activity, even if such malfunction resulted in data loss.
   b) System's inactivity during previously notified planned maintenance break.

3. Complaints about System's operation are to be sent via e-mail or submitted by the contact form on Administrator's website. The Administrator shall adjust the complaint within 14 days after the complaint has been lodged.

4. The complaint may be left unanswered, if their content clearly indicates that the reported malfunctions have been caused by illegal or unauthorized use of the System.

§ 18. [Liability for the published content]

The Administrator is liable only for those contents published within the System, that was posted by them themselves. Exclusively liable for user-generated content are the Users who generate it.

§ 19. [Data accuracy disclaimer]

The Administrator isn't liable for completeness or accuracy of data that has been introduced into the System by Users. Exclusively liable for these data are the Users who introduced them.

§ 20.   [Other disclaimers]

1. The Administrator isn't liable for damages caused by illegal or unauthorized activity of the Users.

2. The Administrator isn't liable for accuracy of the accommodation offers nor for performance of the accommodation services contract concluded within the System. Exclusively liable for the accommodation that the Customer has booked – as well as for Customer's damages that occurs in connection with providing the accommodation – is the Principal/Owner, who provides the accommodation services to the Customer. The Principal/Owner is only the one who adjusts complaints about the accommodation.

CHAPTER VII

USER'S ROLES, RIGHTS AND OBLIGATIONS

§ 21. [General provision]

1. The User may act within the System as a Principal/Owner, Manager, Receptionist or Customer. One person may act within the System in one or more aforementioned roles.
2. All the Users, no regard to their roles within the System, are ordered to:
   a) abide by the law, Terms of Use, netiquette and good manners;
   b) pay the fees timely;
   c) not to undermine the Administrator's reputation;
   d) not to take the actions impeding or destabilizing System's operation, endangering System's security or endangering computer systems of the others;
3. The Users are legally liable for content they published within the System, as well as for completeness and accuracy of introduced information.

§ 22. [Substitution]

One who registered the User is entitle to perform this User's actions within the System.

§ 23. [Principal/Owner's rights and obligations]

1. The Principal/Owner is allowed to introduce into the System their accommodation offer, change and update it and change the reservation data.
2. Principal/Owner's action within the System may be performed by the one who actually is a Principal/Owner (or, if the Principal/Owner is a legal person or other organization, by their representative) or other authorized entity.
3. The Principal/Owner may delegate some of their duties to other entities who are authorized by them to act within the System as a Manager or Receptionist. The Principal/Owner is liable for actions performed by the Manager or Receptionist. The Principal/Owner is entitled to discharge the Manger or Receptionist at any time.
4. The Principal/Owner is obliged to supervise the compliance of their offer with the requirements mentioned in paragraph 24.
5. The Principal/Owner is obliged to provide to the Customer the accommodation that the Customer has booked.
6. The Principal/Owner is obliged to pay timely the subscription fee in accordance with the current price list and subscribed service pack.

§ 24. [Principal/Owner's offer]

1. The accommodation offer should be as precise as possible. It should contain:
   a) the facility description and information on its location;
   b) the descriptions of each room being displayed in the System, its segments and in-room conveniences;
   c) information on vacancies;
   d) information on current room prices;
2. One may offer any number of rooms.
3. The offer should correspond with actual circumstances; it's prohibited to make empty promises. All rooms marked in the System as active, should be actually available to the Customers to the offered extent and in offered date.
4. The Principal/Owner is liable for timeliness and accuracy of the offer. They're also liable for any User's or Administrator's damage caused by the fact the offer is inaccurate or out-of-date.
5. If the Principal/Owner's offer is inaccurate or out-of-date, the Administrator is entitled to block the Principal/Owner's account, delete it or even terminate the contract with the immediate effect.

§ 25. [Manager's rights and obligations]

1. The manager is allowed to introduce into the System their Principal/Owner's accommodation offer, change and update information the offer and change the reservation data. The Manager is obliged to keep all these data and information updated.
2. The manager is allowed to create new Users and assign them privileges.

§ 26. [The Receptionist's rights and obligations]

1. The Receptionist is allowed to introduce and modify the reservations data. They're obliged to keep them updated.
2. The Receptionist is prohibited to send spam. If they send it, Administrator will be entitled to delete the Receptionist's account or terminate the contract with the immediate effect. The Principal/Owner is liable for the damage caused by violation this prohibition.

§ 27. [The Customer's rights and obligations]

1. The Customer is allowed to browse the accommodation offers, make reservations and manage the reservations they already have made.

2. The Customer is entitled to cancel the reservation at any time. The terms of cancellation and possible cancellation fees are regulated in *Reservation Policy with the Terms of Cancellation* and in the regulations issued by Principal/Owner.

3. After the Customer made a reservation, they shall pay to the Principal/Owner price displayed in the booking form. The terms referring to the prices and payment forms are regulated in *Reservation Policy with the Terms of Cancellation* and in the regulations issued by Principal/ Owner.

4. The Customer is obliged to give at the registration their accurate personal details.

CHAPTER VIII

FINAL PROVISIONS

§ 28. [Possible changes in *Terms of Use*]

1. The current version of Terms of use is available on the Administrator's website – davatis.com.
2. The Administrator is entitled to change Terms of Use in any time and without giving reasons. Changes in Terms of Use come into force 7 days after being published.
3. All such changes shall be notified to the Users. The Administrator informs them about the changes via e-mail, by putting an announcement on their website and by publishing the consolidated versions of changed documents.
4. The users are asked to acquaint themselves with the changes and accept them. If the User declines to accept the changes, their account will be deleted (what results in contract expiration, if one considers the User being an Principal/Owner) 7 days after the changes are published.
5. Terms of Use aren't considered to be changed, if the only changes occurred in the price list.

§ 29. [Reference]

Correspond to legal requirements specified by the legal system in the Republic of Poland. To the matters not covered by Terms of Use one shall apply Polish law including, in particular, provisions of Polish Civil code and Act on the providing services by electronic means.

§ 30. [Legal disputes]

All legal disputes arising out of the contract shall be adjudicated by the court that is territorially competent for the Administrator's seat as it is on the day on which the legal proceedings are instituted.