

## Terms and Conditions of Sale

KWHOTEL.COM

### Definitions

In these Terms and Conditions, the following terms shall have the following meaning:

1. **“Terms and Conditions”** shall mean these terms and conditions of executing agreements via the [www.kwhotel.com](http://www.kwhotel.com) website, the terms and conditions of performing these agreements, the rights and obligations of the parties, and the terms and conditions of the complaint procedure. These Terms and Conditions are introduced in performance of the obligation under Article 8 of the Law of 18 July 2002 on Providing Electronic Services (consolidated text: Polish Journal of Laws 2013.1422).
2. **“Seller”** shall mean Anna Lech, operating a business under the name of “Starline” (ul. Borowinowa 53a/18, 30-698 Kraków), NIP (tax identification number): 681181-88-32, REGON (statistical number): 122855810.
3. **“Software Manufacturer”** shall mean KajWare sp. z o.o. (address: Zbożowa 3 street, 30-002 Cracow), NIP (tax identification number): 6772450574, REGON (statistical number): 385399570.
4. **“Software”** shall mean the KWHotel Free, KWHotel Standard, and KWHotel Pro computer programs and the additional modules: KWHotel Online Booking Engine, Integration with Channel Manager Systems, KWHotel Mobile, and KWHotel Web, as well as other solutions offered at [www.kwhotel.com](http://www.kwhotel.com).
5. **“Client”** shall mean a natural person, a legal person, or an organizational entity that has no legal personality but has legal capacity under statutory regulations that enters into an agreement with the Seller.
6. **“Order Form”** shall mean the form available on-line at [www.kwhotel.com](http://www.kwhotel.com) that can be used by the Client to Place an Order.
7. **“Order”** shall mean an order for the purchase of a license for the Software, Placed using the Order Form.
8. **“Placing an Order”** shall mean filling out the Order Form on the Seller’s website and confirming the data in the Order Form, which results in sending the Order to the Seller for Completion.
9. **“Order Completion”** shall mean the Seller sending the Client an e-mail containing a login, a password, and a license key that enable the Client to download the Software and install it.

## Placing and carrying out Orders

1. Order Completion by the Seller shall take place in accordance with the Terms and Conditions. Placing an Order via the **www.kwhotel.com** website shall mean acceptance of the Terms and Conditions.
2. **The prices in the Order Form shall be in PLN, USD, or EUR**, depending on the Client's choice made while filling out the Order Form. The prices shall be increased by the value added tax (VAT). Entities that carry out business activity and are entitled to deduct the VAT shall have to provide a NIP or a VAT EU number.
3. **Clients may Place Orders via the www.kwhotel.com website.** Orders may be placed from Monday to Sunday, 24/7. Orders shall be Completed by the Seller from Monday to Friday, between 8:00 AM and 4:00 PM (GMT+1). Orders Placed after 4:00 PM on business days or Placed on non-business days, Sundays, or holidays, shall be Completed by the Seller on the next business day.
4. **In order to Place an Order, the Client shall provide, in the Order Form, his contact data and the full data of his business, including first and last name, e-mail address, and the telephone number of the contact person.** In the next section of the Form, the Client shall provide the data to be included in the pro forma invoice and the final invoice. These are: business name, street and number, postal code, city/town, country, and tax identification number (or the VAT EU number for European Union Member States). The Client shall also provide the data of the hotel for which a license for the Software is being purchased: name, street and number, postal code, city/town, country, telephone number, and website address. An Order cannot be Placed anonymously or under a pseudonym.
5. The license and the communication related to the sale process shall be sent to the e-mail address of the contact person provided in the Order Form.
6. The agreement shall be executed at the moment of the Client Placing the Order.
7. **Orders may be paid for by bank transfer, via PayPal, using a credit card or electronic transfer, or with a Western Union money transfer.** Not all payment methods are available in every country. The moment of payment shall be the moment of crediting the Seller's bank account.
8. When the Seller receives an Order that was not paid by PayPal immediately after the Order was Placed, the Seller shall send an electronic Order summary to the e-mail address of the contact person specified in the Order Form.
9. After the Client has paid for the Order, the following shall be sent to the e-mail address of the contact person specified in the Order Form: final invoice and information necessary to download the Software, i.e. a login, a password, and a license key (Order Completion). The Software may be downloaded by the Client after logging in at [www.kwhotel.com](http://www.kwhotel.com) using the received login and password.

10. **Within 24 hours from Placing the Order**, subject to the completion times specified in point 3 of this section, the Seller shall provide the Client with information concerning the process of completing the Order. If the Order was paid for, its` Completion will already be under way.
11. If the Client fails to pay for the Order within 14 days from the date of Placing the Order, the Order shall be cancelled and shall not be Completed.
12. **The Order shall be Completed if the Order Form has been filled out correctly and completely**, including contact data and a correct and existing e-mail address and telephone number.
13. **The Seller shall not be liable for incorrect data included in the Order Form**, including but not limited to incorrect e-mail address preventing the Client from receiving the e-mail containing the information necessary to Complete the Order.
14. **The Seller shall not be liable for delays in Order Completion or the Client's payment that are beyond the Seller's control**, including but not limited to delays caused by the Client providing incorrect data in the Order Form and by lack of data transfer via the Internet.
15. If the Order contains incorrect Client data, does not contain all of the necessary data, or seems to be fake, the Seller shall contact the Client, if the data contained in the Order Form makes it possible, within 24 hours from the Placing of the Order in order for the Client to confirm that the data is correct or to clarify the doubts (subject to the Order Completion hours specified in point 3 of this section). The Order Completion process shall be suspended until the data has or the explanations have been provided. The Order Completion process shall be recommenced once correct data has or explanations have been provided by the Client, thus allowing for Order Completion. If the data is not or the explanations are not provided within 14 days from the date of Placing the Order, the Order shall be cancelled and shall not be Completed.
16. According to the Polish Law on VAT, by Placing the Order, the Client accepts the issuing and sending of electronic invoices to the e-mail address provided in the Order Form.
17. The information on the Seller's website does not constitute an offer, as defined in the Polish Civil Code, but an invitation for the Clients to make offers.

### The Order

1. In the Order Form, the Client shall specify the version of the Software, the number of rooms or beds in the hotel, the available additional modules, additional options in terms of Order Completion, and the term of the license.
2. **The Software download file shall be provided to the Client after logging in at <https://partner.kwhotel.com/> using the login and passwords provided to the Client** as a result of Order Completion. The installation instructions are available on the Seller's website; additional information may also be provided over the phone by the Customer Service Department.

3. **The Client shall install the Software on his own.** Detailed instructions for the installation of the Software are available at [www.kwhotel.com](http://www.kwhotel.com). The Client may order a paid-for service of Software installation, in accordance with the price list available at [www.kwhotel.com](http://www.kwhotel.com).
4. The terms and conditions of the license, the rights and obligations of the licensee, and the terms and conditions of the guarantee are specified in the license for the Software.
5. Prior to purchasing the Software, the Client may test it for free for 14 days. In order to receive a test license, the Client should Place an Order, indicating the will to test the Software by adding the relevant comment in the Order Form. The provisions of the "Placing and carrying out Orders" section shall apply accordingly to Completing an Order concerning a test license.
6. A detailed description of the Software is available at [www.kwhotel.com](http://www.kwhotel.com).
7. The technical requirements for the Software are as follows:

**CPU:** Intel Core i3 2<sup>nd</sup> gen or higher

**RAM:** at least 4GB

**GPU:** supporting DirectX 9.0 or higher

**Disk space:** 100 MB

**Operating system:** 64-bit Windows Vista or higher

In the case of KWHotel Pro the minimal number of server connections per workstation is **2**. In the case of channel manager synchronization it is **5** at least.

**The Client declares that he has read the minimum technical requirements for using the Software and that he uses devices that meet these requirements.**

### Consumers

1. **These Terms and Conditions are applicable exclusively to Clients that are not consumers**, as defined in Article 22<sup>1</sup> of the Polish Law of 23 April 1964 – The Civil Code. The Client represents that he is not a consumer and that he is Placing the Order in direct connection with his business or professional activity.
2. **A consumer wishing to enter into an agreement with the Seller should contact the Seller by e-mail, at [support@kwhotel.com](mailto:support@kwhotel.com)**, in order to negotiate individual terms and conditions of the agreement.

### Exclusion of liability

1. **The Seller shall not be liable for incorrect functioning of the Software in the event of disruptions or lack of an Internet connection, which is required for the Software to work with an on-line database.** In the event of a limited Internet connection, the Software may display errors in terms of connecting with the database. These errors are beyond the control of the Seller and the Software Manufacturer.

2. **The KWHotel Software does not store credit card data and does not retrieve credit card information** from the Booking.com web portal, cooperating channel managers, or other integrated systems and web portals. By uploading credit card data to the program, the Client becomes fully liable for protecting the database that contains this data. This shall also apply to data uploaded by the persons (receptionists) using the Client's program when booking rooms.
3. **Connecting the KWHotel on-line booking system and integration with external on-line booking systems shall take place once the Client has configured the program.** The Customer Service Department may advise the Client in terms of system configuration. However, the final decisions as to the settings and the configuration shall be made by the Client. Neither the Seller nor the Software Manufacturer shall be liable for the correctness of configuration or for correct functioning of the Software following configuration.
4. With respect to the KWHotel Standard version, the Client shall create copies of the database on his own. Neither the Seller nor the Software Manufacturer shall be liable for the loss of the Client's data.
5. If the Client wishes to employ the services of a channel manager, he shall execute the relevant agreement with the selected channel manager on his own. The Software only provides a synchronization module. The Client shall fully configure the Software with the channel manager's system. Neither the Seller nor the Software Manufacturer shall take part in such configuration and shall not be liable for its correctness.
6. The KWHotel software is intended for the Windows operating system.
7. By Placing an Order, the Client confirms that he has read and understood the description of the functions offered by KWHotel that is available on the website. The Seller and the Software Manufacturer warrant that the functionality of the Software is compliant with the descriptions on the Seller's website and with the functioning of the KWHotel Free program that is available for free. Neither the Seller nor the Software Manufacturer shall be liable for the Software being in line with the other expectations of the Client. Lack of the Software functionality expected by the Client shall not be a reason for the Client to make claims to the Seller or the Software Manufacturer if the compliance referred to in sentence two of this point 7 is ensured.
8. **Technical assistance shall be provided exclusively from Monday to Friday, between 8:00 AM and 4:00 PM (GMT+1),** excluding statutory holidays. The Seller and the Software Manufacturer represent that in justified cases, technical assistance may be temporarily unavailable on certain days; information about such unavailability shall be published on the Seller's website.
9. By Placing an Order, the Client acknowledges that systems synchronization (Booking.com, channel manager) takes place every 6 minutes. This is also the frequency at which the occupancy rate is updated and bookings are retrieved, which may result in multiple bookings of the same room. This is caused by reasons beyond the control of the Seller and the Software Manufacturer and shall not be a basis for the Client's claims. The Client shall verify the booking status in an ongoing manner.

10. By Placing an Order, the Client accepts that synchronization is two-way and the messages popping up in the KWHotel program do not have to mean that the Software is working incorrectly, but may be a sign of errors in the channel manager's system. The Seller and the Software Manufacturer shall not be liable for incorrect functioning of the program caused by errors occurring for reasons attributable to the channel manager.

### **Certain regulations concerning the provision of electronic services by the Seller**

1. In order to work with the Seller's ICT system, the ICT system used by the Client should meet the following minimum technical requirements:
  - a) have access to the Internet (only for KWHotel Pro);
  - b) have an Internet browser (the latest stable version offered by the manufacturer);
  - c) the Internet browser must support Java Script and cookies;
  - d) have a minimum screen resolution of 1024x768 pixels, with the recommended resolution being 1280x800 pixels.
2. When Placing an Order or using the Software, the Client shall not provide content that is illegal, violates third party personal rights or economic copyrights, or is in breach of any applicable social norms and conventions, including the principles of social interaction on the Internet.
3. It is forbidden to carry out, with respect to Seller's website or the Software, any penetrating tests, security tests, attempts to break the security measures, or hacking activities.
4. Using electronic services (via the Internet) is related to a risk of the Client's IT system being infected with unwanted aggressive software (e.g. viruses). Therefore, the Seller recommends that the Client installs, on his devices, anti-virus software that offers a monitoring mode and that he periodically updates this software.

### **Complaints**

The Client shall have the right to make a complaint by means of sending a detailed description of the problem to [support@kwhotel.com](mailto:support@kwhotel.com), using the contact form available at <http://kwhotel.com/en/contact/> or sending a letter to the Seller's address: ul. Borowinowa 53a/18, 30-698 Kraków. Complaints shall be examined within 14 days from receiving.

## Personal data processing

The Seller pays particular attention to protecting the privacy of the Clients. In compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council 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 (further referred to as GDPR), the Seller carefully selects and uses the relevant technical and organizational measures in order to ensure proper protection of the processed data. In particular, data is protected against sharing with unauthorized persons. The Seller exercises constant control over data processing and limits access to data to the greatest possible extent, granting the relevant data processing authorizations only when necessary. In line with his Information Security Policy and the IT System Management Instructions, the Seller hereby informs about the following principles of protecting the Clients' personal data.

1. The Data Administrator for the personal data collected by the Seller shall be Anna Lech, operating a business under the name of "Starline". The data controller's correspondence address is ul. Borowinowa 53a/18, 30-698 Kraków.
2. Inquiries to the Data Administrator and the Data Protection Officer may be directed to the following address: support@kwhotel.com or contact via a hotline available from Monday to Friday, from 8:00 to 16:00 (GMT +1.00), at: + 48 12 333 78 77.
3. The legal basis for processing is the "GDPR" Regulation. On the Website, the data is processed for the purpose of the current contact related to handling inquiries sent via the contact form or chat, processing orders, contract execution, ongoing contact related to order processing or contract execution, archiving for tax and accounting purposes, sending commercial information (if it has been expressed consent).
4. In the event of the necessity of data for the performance of the contract, the data will be processed for the duration of the contract and archived for a year after its termination. Due to the necessity of fulfilling tax and accounting obligations, some of this personal data will be stored for a period of 6 years from the date of execution of individual sales contracts. If consent is granted, the data will be processed until it is withdrawn.
5. The Client has the right to demand, at any time, rectification, deletion or limitation of processing. The Client has the right to object to the processing. The Client has the right to transfer data.
6. The Client has the right to withdraw his consent at any time, in accordance with applicable law.
7. The Client may submit a complaint about the Seller's conduct to the President of the Office for Personal Data Protection.

8. In order to ensure compliance with personal data protection regulations, the Seller has reported the data set containing the personal data of the Clients for registration by the Polish General Inspector for Personal Data. The reported data set is awaiting registration.
9. The Clients' personal data is processed on the basis of consent from the Clients or under statutory authorizations permitting the processing of data in order to provide the relevant services and settle their costs. The Clients provide their personal data voluntarily, although this data is necessary to Complete and settle the Order.
10. The Seller does not submit personal data to automated processing (e.g. profiling) that has impact on Client.
11. All personal data of the Clients for which the Data Administrator is the Seller shall be shared with the Software Manufacturer (KajWare sp. z o.o., address: Zbożowa 3, 30-002 Kraków, NIP (tax identification number): 6772450574, REGON (statistical number): 385399570).
12. The data shall be shared in order to make sure that the service is provided by the Seller and the Software Manufacturer in a comprehensive manner.
13. The Clients' personal data shall not be shared with other entities by the Seller or the Software Manufacturer, except for the entities authorized to receive such data under the applicable legal regulations.
14. The Seller shall entrust some of the Clients' personal data (e.g. e-mail addresses) for processing, following the procedure specified in Article 31 of the Personal Data Protection Law, to FreshMail spółka z ograniczoną odpowiedzialnością of Kraków (address: ul. 29 Listopada 155c, 31-406 Kraków), entered under number 0000497051 into the Register of Businesses of the National Court Register by the District Court for Kraków-Śródmieście in Kraków, Division XI (Commercial) of the National Court Register and to GetResponse Sp. z o.o. of Gdańsk (address: ul. Arkońska 6, A3, 80387 Gdańsk), entered under number 0000187388 into the Register of Business of the National Court Register by the District Court for Gdańsk-Północ in Gdańsk, Division VII (Commercial) of the National Court Register. The entrusting takes place immediately after the Seller receives the data.
15. All of the Clients' data processed on the [www.kwhotel.com](http://www.kwhotel.com) website is entrusted for processing, following the procedure specified in Article 31 of the Personal Data Protection Law, to the entities providing on-line database hosting services, such as Venduro, ThaiPro Web Hosting, and Host Department.
16. If the Seller discovers that the Client is using the Software in discordance with the Terms and Conditions, the license, or the applicable legal regulations, he may process the Client's personal data to the extent necessary to determine the Client's liability, provided that he records, for evidential purposes, the fact of obtaining this data and its contents. The Seller may, at his own discretion, notify the Client about his unauthorized actions, demanding their immediate cessation, and about having exercised the right referred to in the preceding sentence.
17. The Seller shall not process any of the Clients' sensitive data.

18. To this end, the Clients may send the relevant demand by registered mail, to the Seller's correspondence address.
  
19. The Seller provides the following technical measures preventing unauthorized persons from obtaining and modifying the Clients' personal data that is transmitted electronically:
  - a) encrypted SSL connections between the Client's and the Seller's ICT systems (in the event of using a database purchased from the Seller);
  - b) the administrator's IT system is protected with a password;
  - c) the administrator's IT system is available only in an encrypted sub-network.
  
20. The Seller provides the Clients with a possibility of using additional free services that require consent to the processing of personal data for these purposes (e.g. subscribing to a newsletter).

### **Governing law**

Sales made by the Seller shall be governed by the laws of Poland. Any and all disputes related to the Agreement shall be settled by the court of local jurisdiction competent for the Seller.

### **Amendments to these Terms and Conditions**

These Terms and Conditions may be amended by the Seller by publishing the amendments on the Seller's website. Orders Placed prior to the publishing of the amendments to the Terms and Conditions shall be carried out in accordance with the unamended version of the Terms and Conditions.