

Terms of Use of the "SeePlaces.com" Platform

§1 Basic information

1. The owner, Controller and operator of the "SeePlaces.com" platform is Akati Sp. z o.o. with its seat in Opole, address: 39 Władysław Reymonta St., registered in the Register of Entrepreneurs kept by the District Court in Opole, Division VIII of the National Court Register no. 0000772788, NIP 7543210372, REGON 382616854, initial capital 5000,00 PLN.
2. Point of contact – contact with Akati sp. z o.o. is possible by:
 - a. e-mail – at: info@seeplaces.com
 - b. post – at the address: ul. Władysława Reymonta 39, 45-072 Opole
 - c. telephone – number +48 224 486 999 (from Monday to Friday between the hours of. 9-17)

Communication is possible in Polish and English.

3. The "SeePlaces.com" Platform shall enable persons using the "SeePlaces.com" Platform to learn general information about travel services offered by travel entrepreneurs, including, in particular, tours, sightseeing, additional attractions and activities.
4. The "SeePlaces.com" Platform provides offers of travel services and facilitates their purchase, excluding related travel services.
5. Akati Sp. z o. o. is not a tour operator within the meaning of the Act on Tourist Events and Related Travel Services of November 24, 2017. (Journal of Laws of 2017, item 2361, as amended), but with the use of the "SeePlaces.com" Platform provides services aimed at providing information on travel services from various travel entrepreneurs. This means, in particular, that – in the case of the conclusion of a contract, the subject of which is a tourist service – only the tourist entrepreneur is a party to the contract with the Customer, and it is they who are responsible for its proper execution, including the proper provision of services covered by this contract.
6. The Terms and Conditions of Use contain, in particular, an explanation of the rules of SeePlaces.com Platform – please read them carefully before proceeding with the booking process.

§2 Glossary of terms

- a) **Customer / User** – a natural or legal person, having full legal capacity, using the Platform;
- b) **Supplier** – a Travel Entrepreneur providing information about the offered travel services, selling these services or performing them on behalf of the Customer. All Suppliers are Entrepreneurs;
- c) **Tourist Service** – sightseeing, activity and other similar services, the sale, organization and implementation of which are the responsibility of the Supplier;
- d) **Offer** – information presented on the Platform about travel services provided by Suppliers, which do not constitute an offer within the meaning of Article 66 of the Civil Code;
- e) **SeePlaces / Akati Sp. z o.o.** – Akati Sp. z o.o. with its registered office in Opole, address: 39 Władysława Reymonta Street, entered in the register of entrepreneurs kept by the District Court in Opole, Division VIII of the National Court Register under the number 0000772788, NIP 7543210372, REGON 382616854, share capital 5000.00 PLN;
- f) **Platform / Platform "SeePlaces.com"** – website at www.SeePlaces.com, owned, administered and operated by SeePlaces;

- g) **Service** - the service provided electronically or through Consultants by SeePlaces to Users based on the Terms of Use, under which personal data in the form of name, surname, e-mail address, telephone number and history of use of SeePlaces services may be processed, as well as additional information related to a specific Offer, such as date of birth;
- h) **Contract** - an individual, specific Contract concluded by the User with the Supplier, containing in detail the individually indicated subject of the service and the rules of its implementation;
- i) **Helpline** - the ability to obtain from an employee of SeePlaces or an entity acting on behalf of, in Contract with or with the consent of SeePlaces information on the scope of Services provided by SeePlaces and travel services offered on the Platform, in particular using telecommunication terminal equipment and automatic calling systems within the meaning of the Act of July 16, 2004. Telecommunications Law (Journal of Laws of 2018, item 1954, as amended);
- j) **Review** - a publicly expressed subjective evaluation by a User, with optional justification, relating to travel services and services offered on the Platform, in particular Suppliers, Offers or their elements;
- k) **Entrepreneur** - a natural person, a legal person or an organizational unit that is not a legal person, to which a separate law grants legal capacity, performing business activities.
- l) **Consumer** - a Customer who is a natural person using the Platform for a purpose not directly related to their business or professional activities;
- m) **Entrepreneur with the rights of a Consumer** - a natural person conducting a business or professional activity on their own behalf, using the Platform in a manner directly related to their business activity, but not as a legal person, in particular, due to the subject matter of their business activity;
- n) **Terms of Use** - the terms of use of the Platform.

§3 General provisions

1. The Terms of Use set forth the rules for Users' use of the Platform, which contains information and materials on travel services, as well as the rules for the provision of services by electronic means within the meaning of the Act of July 18, 2002, on the provision of services by electronic means, and the rules for the protection of personal data of individuals using the Platform and the services contained therein.
2. The Terms of Use also include rules for contacting the Helpline using telecommunications terminal equipment and automatic calling systems within the meaning of the Act of July 16, 2004. Telecommunications Law to perform the Service, in particular, to respond to an inquiry related to the presented Offer, as well as for other purposes, including marketing, if the User gives the appropriate consent.
3. Under the terms of the Terms of Use, the Platform is available to anyone with the ability to connect to the public Internet, with the possibility of concluding a contract offered only to persons with full legal capacity.
4. The use of certain functionalities may require the transfer of data to third parties, under the terms of separate regulations.
5. The Terms of Use are made available to Users free of charge via the Platform in a form that allows its downloading and recording.

6. Users shall read and abide by the Terms of Use before using the Platform.

§4 Types and Scope of Services

1. In providing the Services, SeePlaces:
 - a) places Listings provided by Suppliers on the Platform and provides the ability to search and view them;
 - b) makes it possible to review on the Platform the current calculation constituting the preliminary price of travel services;
 - c) makes it possible to make reservations for a service or places in a travel service via the Platform, as well as to purchase such services or places and make payment for them using the Supplier's service;
 - d) allows directing to Suppliers an inquiry about an Offer via the Internet, through the Platform and Helpline.
2. The presented prices of the Services are indicated directly by the Suppliers.
3. Offers for services provided through the Platform are valid until they are no longer published by SeePlaces. SeePlaces may suspend or discontinue the presentation of any Offers without prior notification to Users.
4. Users are advised to familiarize themselves with any travel-related prohibitions, warnings, suggestions, notices, requirements and advice issued by the authorities of the countries of travel before booking travel services provided in a country other than the country of current residence or stay. Such information can be found, among others, on such sites as:
 - https://ec.europa.eu/consularprotection/travel-advice_en
 - https://www.msz.gov.pl/en/p/msz_en/
5. The Platform also allows Users to express Opinions regarding Suppliers and their Offers, or elements thereof.

§5 Technical requirements and use of the Platform

1. For the Platform to function properly, it is necessary to have a computer or mobile device with access to an Internet connection with parameters generally accepted for the operation of websites.
2. (2) When using the Platform, the User undertakes to comply with the Terms of Use and the laws in force in Poland and not to provide or transmit unlawful content.
3. (3) It is forbidden to engage in any unlawful behavior in connection with the use of the Platform, in particular unauthorized interference with the operation of the Platform.
4. (4) The data provided by the User should correspond to the actual data, in particular, those contained in the passport or identity card.
5. (5) Use of the Platform on behalf of a third party is permitted only based on the relevant authorization (power of attorney) and only within its limits. The User shall bear appropriate responsibility for acting without authorization or beyond its limits.

§6 Contract conclusion

1. The conclusion of a contract with the Supplier is made via an electronic form.

2. When selecting the Offers presented on the Platform, the User initiates the booking process by providing the required data and directing a request for quotation, which is forwarded to the Supplier. After verifying the availability of the selected travel service, the User will be allowed to conclude the Contract, along with possible confirmation of additional terms of conclusion, terms and content of the Contract.
3. The rules for the implementation of the Supplier's services are determined by separate regulations provided directly to the Customer by the Supplier. The User is advised to familiarize themselves with the Supplier's Booking Terms and Conditions and the Supplier's Cancellation Terms and Conditions.
4. After the conclusion of the contract procedure, a Voucher is sent to the e-mail address provided by the Customer, which is a confirmation of the booking and conclusion of the contract between the Customer and the Supplier.
5. The User concludes the Contract on the terms and conditions specified in the documents presented or sent to them. The conclusion of the Contract occurs after the payment is made.
6. At the time of selection of the Offer, the User should verify the possession of appropriate and current documents for travel, including, in particular, the validity of the passport, visas required for departure or other documents specified by the regulations of the countries to which one travels.
7. When entering into a Contract that includes third parties as participants (especially in the capacity of travellers), the User agrees to provide such third parties with all information obtained and related to the Contract or shall indicate to them how to obtain the relevant information from the Supplier or SeePlaces, including the data necessary for verification during contact.

§7 Payments

1. The User, by concluding the Contract, is obliged to make payments. The Platform offers the possibility of:
 - payment by online transfer,
 - payment by credit card.
2. In the event of such necessity, any refund of funds paid by the User under the Contracts, unless the refund is made by the entity executing the Contract, shall be made in the same form in which the payment took place unless otherwise specified in the Contract or documents provided to the User by Suppliers or other entities.
3. The User shall receive the status of payments, as well as information related thereto, from the entity participating in the execution of payments, each time indicated at the time of payment execution.

§8 Liability

1. To the fullest extent permitted by applicable law (in particular, without jeopardizing the legitimate interests of the Customer), SeePlaces shall not be liable for damages incurred by the User in connection with the use of the Platform, in particular, when the damages resulted from the User's use of computer equipment or software that did not meet the requirements specified in the Terms of Use.
2. (2) SeePlaces shall not be liable for damages resulting from the use of the Platform by Users in violation of the law or the Terms of Use.
3. (3) SeePlaces shall exercise the utmost care as to the truthfulness and completeness of posted offers from Suppliers.

4. (4) SeePlaces shall not be liable for damages resulting from situations or circumstances relating to the User, and preventing the performance of the Service, as well as the conclusion of the Contract, the use or service of the Supplier, the acquisition of which was mediated, such as, in particular, the lack of a passport, failure to familiarize with the information provided on the organization of the Service.
5. (5) Within the limits permitted by mandatory regulations, SeePlaces shall not be liable for the use of data of a third party by the User without his/her consent or knowledge.
6. SeePlaces will endeavour to ensure that the Platform functions continuously, with the proviso that interruptions may occur, in particular, to update data, fix errors and perform other maintenance work.

§9 Complaints procedure

1. Complaints regarding Services provided by SeePlaces may be submitted by the User to the following address sales@seeplaces.com.
2. Complaints about the performance of Contracts by Suppliers should be addressed directly to the relevant Supplier, following its terms and conditions.
3. We recommend that the complaint include the name, surname and e-mail address of the person making the complaint, the name of the advertised service, its identification number (if it has one), a description of the circumstances giving rise to the complaint and the expected manner of resolving the complaint.
4. SeePlaces will consider the complaint immediately, but no later than within 14 days of receipt of the complaint. The response to the complaint will be provided on a durable medium.
5. Submitting a complaint in the manner described above does not deprive the Consumer, nor the Entrepreneur, of the Consumer's right to use out-of-court dispute resolution, including electronically through the European Union Online Dispute Resolution (ODR) online platform available at: <http://ec.europa.eu/consumers/odr>.
6. The decision to agree to the procedures for out-of-court resolution of Consumer disputes SeePlaces makes in each case, in the framework of the resulting dispute.

§10 Helpline

1. SeePlaces makes it possible to contact the Helpline through the use of telecommunications terminal equipment and automatic calling systems within the meaning of the Act of July 16, 2004. Telecommunications Law (Journal of Laws of 2014, item 243 as amended).
2. Conversations with the Helpline may be recorded, however, their use and access will be possible only for legally permissible purposes.
3. In a situation of doubt or discrepancy between the information provided by the Helpline and the Offer posted on the Platform, the data posted on the Platform shall prevail, unless nothing else follows from mandatory regulations.

§11 Reviews

1. SeePlaces does not independently post reviews from other sources on the Platform and does not compile its own reviews. Reviews are not verified for their origin from Users who have used or purchased the service.

2. Reviews should contain truthful content and not be misleading, being an expression of the Customer's feelings about the use of the travel service and its elements.
3. By posting a Review, the User grants SeePlaces a non-exclusive, royalty-free, territorially and temporally unlimited license to the Review; the license shall include the fixation and reproduction by all techniques of the Review and the works appended to the Review, public performance, exhibition, display, reproduction, as well as broadcast and rebroadcast, and making the Review and the works appended to the Review available to the public in such a way that anyone may access it from a place and at a time individually chosen by them.
4. Reviews may be only written in the Polish language.
5. Detailed rules for the publication of Reviews are set forth in the Regulations for Reviews.

§12 The right to withdraw from a contract concluded at a distance

1. A User who is a Consumer or an Entrepreneur with the rights of a Consumer, may, within 14 days from the conclusion of a contract for the provision of services by Seeplaces, withdraw from it without giving any reason. The rules of withdrawal from the contract, including the model form on withdrawal from the contract, which the User may use, are specified in the instruction, attached as Appendix 1 to the Terms of Use.
2. A User who is a Consumer or an Entrepreneur with the rights of a Consumer, may, within 14 days from the conclusion of the contract for the provision of services by the Supplier, withdraw from it without giving any reason. The rules of withdrawal from the contract, including the model form on withdrawal, which the User may use, are set forth in the instruction, which is attached as Appendix No. 1 to the Terms of Use.
3. Under Article 38 of the Law of May 30, 2014, on Consumer Rights, the right of withdrawal from a contract concluded remotely does not apply to the Consumer or Entrepreneur with Consumer rights for certain contracts. In particular, this applies to contracts:
 - for the provision of services for which the Consumer or Entrepreneur with Consumer rights is obliged to pay the price if the Entrepreneur has performed the service in full with the express and prior consent of the Consumer or Entrepreneur with Consumer rights, who was informed before the start of the service that after the Entrepreneur's performance, they will lose the right to withdraw from the contract, and has accepted it;
 - for the provision of services in the field of accommodation, other than for residential purposes, transportation of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the contract specifies the day or period of service.

§13 Protection of personal data

1. The Controller of personal data collected through the Platform is SeePlaces.
2. Detailed rules for the processing of personal data of Customers who are natural persons are set out in the Privacy Policy, which can be read at the following address:
<https://SeePlaces.com/pl/polityka-prywatnosci/>.
3. To carry out the request for an Offer, SeePlaces shall make the Customer's personal data available to a specific Supplier. The Supplier, from the moment of their receipt, becomes a separate Controller of such personal data and is obliged to comply with all requirements under currently applicable laws on personal data protection. The Supplier is obliged under the contract with SeePlaces to process personal data with special care to protect the interests of data subjects and

with respect for their rights set forth in the GDPR, as well as to maintain the confidentiality of the personal data made available to them.

§14 Intellectual property rights

1. The messages and materials, as well as the verbal and graphic markings, logos and trademarks posted on the Platform, are subject to protection under the provisions of Polish and international law, in particular the Act of February 4, 1994, on Copyright and Related Rights, the Act of July 27, 2001, on Protection of Databases, and the Act of April 16, 1993 on Combating Unfair Competition.
2. Users may use messages and materials posted on the Platform that constitute works within the meaning of the Law on Copyright and Related Rights (hereinafter referred to as the "Work") within the scope of their personal use and the scope of the license granted by the Publisher for reproduction on a terminal device (computer, laptop or other mobile device) and indefinite storage.

§15 Final provisions

1. SeePlaces has the right to change the Terms of Use, subject to the preservation of the Users' acquired rights, for important reasons, which are considered to be:
 - a) changes in law,
 - b) final court decisions or administrative decisions,
 - c) changes in the terms and conditions of the Services resulting from technical, technological or business reasons,
 - d) changes in the scope of the Services.
2. Any comments, questions, opinions and requests regarding the operation of the Platform and the services provided by SeePlaces, the User may direct to the following e-mail address kontakt@seeplaces.com.
3. SeePlaces may issue additional regulations, terms and conditions, rules, etc., regulating in detail the services provided and offers available on the Platform, as well as issues related thereto. To the User to whom they will apply, they will be made available in a fixable form, in particular on a durable medium. Such regulations may take precedence over the provisions of the Terms of Use.
4. Any disputes that cannot be resolved amicably, arising from the provisions of the Terms of Use or related to the use of the Platform, shall be resolved by a Polish common court of competent jurisdiction, with the proviso that this provision does not apply to Consumers or Entrepreneurs with Consumer rights.
5. The provisions of the Terms of Use do not violate mandatory provisions of law. If any provision of the Terms of Use is found to be invalid, the remaining provisions shall remain in force, unless mandatory provisions of law to the contrary (in particular consumer law).
6. The Polish language version is binding.

APPENDIX NO. 1 INSTRUCTION ON WITHDRAWAL FROM THE CONTRACT CONCLUDED WITH SEEPLACES

Within 14 days from the conclusion of a contract, a User who is a Consumer or Entrepreneur with Consumer rights, may withdraw from the contract without giving any reason, under the provisions of the Terms of Use. To withdraw from the contract, inform us of your decision by writing to the following e-mail: kontakt@seeplaces.com or by sending a letter to the contact address: indicated in the Terms and Conditions. You can use the withdrawal template below.

-----/-----

place date

Data (name, address, contact e-mail)

WITHDRAWAL FROM THE CONTRACT CONCLUDED WITH SEEPLACES

I/We ----- hereby inform (*) about my/our withdrawal from the contract concluded on-----

Date	Signature(s) ((only if the form is sent in hard copy))

Notice of the right to withdraw from the contract.

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period expires after 14 days from the date of conclusion of the contract.

To exercise your right of withdrawal, you must inform us of your decision to withdraw from this contract by an unequivocal statement (for example, a letter sent by mail or e-mail).

You may use the model withdrawal form, but it is not mandatory.

To comply with the withdrawal period, it is sufficient for you to send information regarding the exercise of your right of withdrawal before the expiry of the withdrawal period.

In case of withdrawal from this contract, you will be refunded all payments made by you. We will return your payments using the same means of payment that you used in the original transaction unless you have expressly agreed otherwise; in any case, you will not incur any fees in connection with this return.

The right to withdraw from a contract concluded at a distance by a Consumer and Entrepreneur on the rights of a Consumer is excluded in the cases specified in Article 38 of the Law of May 30, 2014. on Consumer rights, in particular, the right to withdraw from a contract concluded off-premises or at a distance does not apply to the Consumer / Entrepreneur on the rights of the Consumer regarding contracts for the provision of services if the Entrepreneur has performed the service in full with the express consent of the Consumer / Entrepreneur on the rights of the Consumer, who was informed before the start of the performance that after the performance by the Entrepreneur will lose the right to withdraw from the contract.