

THE FARMBNB.COM WEBSITE TERMS OF USE FOR HOSTS

effective from 08.03.2018

I. GENERAL PROVISIONS

1. These Terms of Use define the general conditions, terms and the way of providing Services to Hosts electronically, through the farmbnb.pl website (hereinafter referred to as the Website) by IT Incubator sp. z o.o. based in Warsaw, ul. Bernenska 16c, 03-978 Warsaw, registered in the National Judicial Registry by the District Court of the capital city of Warsaw, the 12th Economical Division of the National Judicial Registry, under the KRS number of: 0000410514, NIP number of: 5222994251, REGON number of: 145995281, with the share capital of: 5 000,00 PLN, hereinafter referred to as the Service Provider.

2. The Service Provider can be contacted at the e-mail address: bok@farmbnb.pl and over the phone at the number: +48 22 354 77 93

3. In regards to matters not regulated by these Terms of Use, the provisions of the Terms of Use of the farmbnb.pl Website apply, available at the Website, and in the event of contradictions between the provisions of these Terms of Use and the Terms of Use of the farmbnb.pl Website, these Terms of Use apply.

II. DEFINITIONS

The terms starting with a capital letter have the meaning assigned to them in the Terms of Use Farmbnb.com Website, whereas the terms defined below have the following meaning:
The acquirer – a third party payment institution, independent from the Service Provider, providing online payment services, with a National Payment Institution's license issued by the Financial Supervision Authority Office based in Warsaw.

Host's Panel – a part of the Website assigned to a particular Host, which they can use to perform specific activities on the Website, especially including making changes to the Commercial Information;

Commercial information – information presented on the Website about the Host's activity, especially including the services provided by the particular Host as well as other contents the characteristics of which comply with the Terms of Use and the specifics of the Website;

Host – A user that runs an agriturismo, a guest house, suites, cottages, hotel, a guest house, a b&b, who has started cooperating with the Service Provider on the principles specified in these terms of use;

Registration – one-time action that consists of starting a Confirmed Profile on the Website on the principles specified in these Terms of Use;

Confirmed profile – a profile started by a Host or a person acting on their behalf, with the e-mail address provided by the Host that a control message was sent to including a link that the Host has clicked in order to confirm having access to the said e-mail address, to which inquiries will be sent and the entire correspondence will be run through;

Payment – an amount owed to the Service Provider by the Host for carrying out the Services labeled as paid services, as specified in the Price List that constitutes the Annex 1 to the Terms of Use;

Commission – an amount that makes a percentage of the value of the Reservations made with the Hosts through the Website, owed to the Service Provider, in the amount specified in the Price List that constitutes Annex 1 to the Terms of Use;

Price list – payments defined by the Service Provider for the Services available on the Websites used by the Hosts and labeled as paid services. The prices presented in the Price List are the net prices;

Agreement – an agreement concluded electronically between the Service Provider and a Host;

Reservation management service – a service that constitutes the basic functionality of the website, making it possible for hosts and users to enter an agreement through:

1. sending an inquiry about a date being available and the price for a specified number of people,
2. the Host's reply that confirms, rejects the inquiry or suggests an alternative offer,
3. the User's acceptance of the terms of the offer through making the reservation payment.

Terms of Use – this document.

III. THE TERMS OF PROVIDING SERVICES

1. Terms of Use are effective from the 1st of February 2018.
2. Within the Website, the Service Provider makes it possible for Hosts to start cooperation through the Website, in the scope of which:
 - a. the Host may present their Host's Profile on the Website together with the Commercial Information,
 - b. the Host may use the functionalities of the Website to accept reservation inquiries, reservations and payments („Reservation management service”) from the Users.
3. The Service Provider may offer the Hosts other paid Services including ones consisting of promoting and advertising their Profiles, photography or advisory as specified in the offer presented on the Website.
4. Using the Website may only takes place under the terms and within the scope specified in the Terms of Use.
5. The Service Provider makes it possible for the Hosts within the functionalities available on the Website to accept payments using the Acquirer.
6. The Service Provider may arrange individual terms of providing Services with a Host.

IV. HOST'S PROFILE

1. Using the Website's Services requires an active Host's Profile.
2. The Service Provider may run a database of inactive profiles on the Website using commonly available information. A Host that is interested using the Hosts' Services on the Website registers on the Website in order to start a Host's Profile or, in the event that their facility has an inactive profile run for it, uses the application form on the Website that allows to activate the Profile and run it as an active Host's Profile.
3. Creating a Profile or activating an inactive Profile requires all of the following conditions:
 - a. Filling out the application form on the Website (registration),
 - b. Getting successfully verified by the Service Provider,
 - c. Logging into the Host's Panel and filling out the info on the terms of accommodation and prices
4. Once all the conditions specified in the subparagraph 3 are met, an Agreement is concluded for providing the service of a Host's Profile on a commission basis. The Agreement is entered into indefinitely, as specified in the information presented on the Website.
5. The Host is obligated to:

- a. Fill out or verify and confirm the data specified in the Host's Panel, especially the registry data of their business as well as the IBAN bank account number,
 - b. Accept the Price List that constitutes an annex to the Terms of Use,
 - c. Prepare and include on their Profile a Commercial Information that complies with provisions of these Terms of Use, the law in force, as well as the rules of social coexistence, especially pictures and descriptions of their facilities, in a form specified by the Service Provider,
 - d. Provide the prices for staying at the facilities run by the Host,
6. It is forbidden for a Host to present Commercial Information as well as other information that contains contents forbidden by the law, violating rules of decency, or constituting actions of unfair competition. The contents presented by a Host are especially forbidden from:
- a. violating human decency;
 - b. containing materials that discriminate over race, gender or nationality;
 - c. containing pornographic content;
 - d. offending religious or political views;
 - e. encouraging to violate or break the law;
 - f. containing materials that violate the copyright laws or other intellectual property laws, or encouraging to violate copyright laws, including through publishing contents that may serve violating copyright laws or other intellectual property laws.
7. The Host is obligated to comply with the guidelines on the graphics, photographs, compositions, slogans or descriptions specified by the Service Provider. After being notified by the Service Provider about objections regarding contents displayed in the Host's Profile or the Commercial Information, the Host is obligated to comply with the guidelines or face suspension or termination of the cooperation.
8. The Service Provider may obligate the Host to send copies of the following documents electronically or face refusal of engaging cooperation or termination of the Agreement: business registration document (copy of a National Juridical Registry transcript or an attestation of being entered into the business registry, depending on the legal form of the business; in case of a civil partnership – including the partnership agreement); a copy of the attestation of being assigned a REGON number; a copy of the attestation of being assigned a NIP tax number, and in the event of the Host running a business that required a permission or a concession – copies of those documents. In the event of the Host running a business outside of the territory of Poland – the counterparts of those documents in the original language complete with a sworn Polish translation.
9. The Service Provider reserves the right to ask the Host to provide additional documents not specified above or to provide them in a different format.
10. All the activities on behalf of the Host can only be performed on the Website by persons that are authorized to act within this scope on behalf of those entities.
11. The Service Provider will compose a description at their own expense that presents the place run by the host, and the host will evaluate said description in terms of data correctness and send all the remarks to the service provider within 48 hours from the moment of receiving information about the profile being published.
12. A Host gets access to the Host's Panel that they can use within the Website, by registering the login and password they choose.
13. A Host that logs into the Website declares that they have read the content of these Terms of Use and agree to their provisions, the data provided when registering on the Website is truthful and doesn't violate any third party's law and declares that they willingly commence to use the Host's Panel, Profile and Services provided on the Website.

V. THE RESERVATION MANAGEMENT SERVICE

1. The Service Provider makes it possible through the Website for the Hosts to sign a Reservation Agreement for staying at the Host's facility with the Website's Users, in accordance with the content of the information provided by the Host on the Website and under the terms defined by the parties using the Website.
2. The Reservation Management Service constitutes the basic service of the website; a Service that consists of intermediating between the parties (a Host and a User of the Website) exchanging declarations of intent in order to make a Reservation.
3. Registration on the website is synonymous with accepting the terms of cooperation as specified in these terms of use and participating in the Reservation Management Service. The moment the Service Provider sends a confirmation of publishing the profile, an Agreement is concluded for providing a Reservation Management Service, under the terms specified in these Terms of Use.
4. The Agreement for providing the Reservation Management Service is entered into indefinitely and may be terminated under the terms specified in paragraph VII of the Terms of Use.
5. A Host that uses the Reservation Management Service fills out the contents in their Commercial Information that are marked as obligatory. The information presented by the Host constitutes an invitation to enter an agreement as specified by the provisions of the Civil Code.
6. The Users of the Website use the Website to submit inquiries on available Reservations, constituting an offer of making a Reservation (hereinafter referred to as „User's Offer“).
7. The Service Provider sends the User's Offer to the Host using the functionalities available on the Website. The Host receives an e-mail and/or text notification on the User's Offer being submitted – depending on the option they chose.
8. The Host is obligated to confirm (accept) or reject the User's Offer, within 48 hours. In order to accept or reject the User's Offer, the Host chooses the adequate button in the Host's Panel or the link in the e-mail or text message.
9. The Service Provider sends the User, on the Host's behalf, their declaration on accepting or rejecting the User's Offer.
10. In the event of failure to accept the User's Offer, within the time specified in the subparagraph 8, the User's Offer is considered to be rejected, of which the Service Provider notified the User on the Host's behalf.
11. In the event of accepting the User's Offer, the Service Provider sends the Host's declaration of intent to the User on the Host's behalf. At this moment an initial agreement is entered into by the User and the Host for carrying out the Reservation under the terms specified in the Host's Commercial Information that is valid for the next 24 hours.
12. If the user fails to make an online or offline (with a payment confirmation sent) payment within the above mentioned 24 hours from receiving a confirmation of availability from the host, the initial agreement becomes void.
13. The final agreement becomes concluded under condition of the User making the reservation payment.
14. In the event of lack of available reservations, the Host may offer the User a different reservation, room or facility from the one specified to the User in the Offer using the Website. In the event of the User accepting the Host's offer mentioned in the previous

sentence, a reservation agreement becomes concluded between the parties that the other provisions of this item apply accordingly.

15. The Host is obligated to specify information in their Commercial Information on the prices of stay, the terms of Reservation and the reservation payment that is usually no lower than 20% of the value of the entire stay.

16. Users make a reservation payment through an electronic payment system or by transferring money to the specified bank account number of the Host.

17. The reservation payment made by the User constitutes a down payment to the Host as specified by art. 394 of the Civil Code. In the event of necessity to return the payment specified in the previous sentence to the User, the Host is obligated to.

18. The Service Provider is entitled to a commission from the Host on the account of carrying out the Reservation Management Service in the amount specified in the Price List. The commission is accounted for under the terms specified in paragraph VI of the Terms of Use.

19. A Host that has entered an Agreement for providing the Reservation Management Service may download html code from the Host's Panel for a reservation widget to post on their own website for the facility they run. The widget provides the Users of the Host's website with all the functionalities of the Reservation Management System to the Users of the Website, which is exchange of declarations of intent and entering an agreement through: making an inquiry, receiving replies from the Host or an alternative offer and making the reservation payment.

20. In the event of necessity arising to refund a transaction made by a client using a payment card, the seller will make a refund to the bank account assigned to the payment card of the ordering party

21. If a situation described in the subparagraph 20 above occurs, the Service Provider will demand the Host to refund the cost incurred.

22. In case of a card payment, the time of carrying out is counted from the moment of the transaction being authorized successfully.

23. The available payment methods are: Payment cards: Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro, Online payments, BLIK, Alior Raty.

VI. TERMS OF SETTLEMENTS

1. The service of creating, maintaining and displaying the Host's Profile is a free service and is carried out indefinitely, after complying with the provisions of these terms of use.

2. Regardless of the subparagraph 1, a commission is charged for reservations made and paid for by the Users through the website and the Reservation Management Service.

3. The credit for paying the Commission becomes chargeable the moment the User makes the down payment. The amount of the Commission due is specified in form of a ledger (hereinafter referred to as „Ledger”), available in the Host's Panel.

4. Settling a Commission takes place immediately after the user making a payment. The Service Provider issues a VAT invoice based on the Ledger within up to 10 days after end of each month, for the Commissions that became chargeable in the previous month. A digital VAT invoice is posted in the Host's Panel.

5. In the event of failure to pay on time, the Service Provider charges penalty fees for the trade transactions.

6. The Host agrees to have VAT invoices issued electronically.

7. The Commission owed to the Service Provider is not refundable.

8. The Service Provider is not liable for any inconsistencies related to settling payments, especially Commission due to reasons not caused by the Service Provider.

VII. TERMINATION OF THE AGREEMENT AND SUSPENSION OF THE SERVICES PROVIDED

1. Each of the parties to the Agreement for providing the service of Host's Profile may terminate it with one month's notice, effective by the end of the calendar month. A declaration of terminating the Agreement has to be sent as a registered letter at the address of the Service Provider. The Service Provider will send the declaration mentioned in the previous sentence at the address provided by the Host in the Profile.

2. In the event of terminating the Agreement for providing the service of Host's Profile, the payments made are not subject to refund. The Host is obligated to carry out all the Reservations accepted until the day of the Agreement becoming void or terminated.

3. The Service Provider is entitled to suspend providing Services, as well as terminate the Agreement with immediate effect, especially in the event of having doubts about correctness or completeness of the data provided by the Host, failure to comply with the requirements mentioned in the paragraph IV subparagraph 5, as well as in other events, especially:

- a. when the Host violates the Terms of Use or the provisions of the law in force,
- b. when the declarations made by the Host have been deemed untrue, and they have been obligated to submit them in accordance with the provisions of the Terms of Use,
- c. in the event of the Host receiving 50% of negative ratings or reviews from the Users out of all the ratings and reviews received within a particular calendar month,
- d. in the event that the host doesn't respond, in accordance with V.8. to over half of inquiries within a month,
- e. overdue payment for the Service Provider that exceed 1 month,
- f. when the activity or negligence of the Host have a negative impact on the reputation of the Service Provider or harm the Service Provider in any other way.

VIII. LIABILITY

1. The sole source of obligations of the Service Provider are these Terms of Use as well as the mandatory provisions of the law.

2. The Host carrying out and complying with the duties arising from carrying out a Reservation, as well as the way it is carried out or the Host failing to comply with the duties, are sole liabilities of the Host.

3. The Host is obligated to carry out the obligations towards the Users in accordance with the terms specified in the Commercial Information, including carrying out Reservations.

4. The Host is liable for all damages caused by violating the Terms of Use. The Service Provider is entitled to charge the Host with potential costs of court proceedings and other sanctions that the Service Provider has been charged with due to the Host's activity that violates the Terms of Use, the law or morality.

5. The Host is solely liable for the correctness and legality of of their business, including the services provided, qualifications and honesty of the employee, collaborators and other persons providing services on their behalf or on their account.

6. The sole liability for the contents available in the Host's Profile, including the Commercial Information, lies on the Host, including a situation where part of the content has been prepared on the host's order or behalf, it is especially the host's duty to check

the correctness of the data in the description part edited by the Website's editorial team and submit their remarks in the event that some of the information doesn't reflect reality.

7. The Service Provider is only liable to the Host regarding damages caused by them in the event of willful misconduct or glaring neglect being found and only up to the amount of net 500 PLN.

8. The Host agrees that in the event of any third parties making any claims towards the Service Provider, especially regarding violation of their rights by the content presented by them on the Website, especially within the Host's Profile, as well as regarding failure to carry out the agreement to carry out a reservation or to carry it out properly, the Host will enter the case in the place of the Service Provider, enter the case as an intervening party or will refund all the related costs incurred by the Service Provider at the first call.

9. The Service Provider is not liable for the payments carried out by the Acquirer in favor of the Host, as well as the correctness, timeliness or honesty of the services. The sole liability for the services carried out by this entity lies on the said entity.

IX. INTELLECTUAL PROPERTY RIGHT

1. By submitting any content to the Website, the Host gives the Service Provider unlimited, free of charge, non-exclusive, indefinite and territorially unrestricted license with the right to sub-license for using the intellectual property rights, including industrial property, especially photographs, logos, layouts, slogans, business labels and trademarks in all forms and exploitation ranges.

2. The Service Provider is entitled to sub-license within the licenses granted as specified in the item above.

3. The Service Provider is not liable towards third parties for damages arising from breaking the law through publishing songs or other materials provided to the Website by the Host.

X. CONFIDENTIALITY

The Host is obligated to remain secrecy about the content of the Agreement and the information obtained about the Service Provider and their activity regarding the Agreement signed, even after its termination. The Host can only be exempt of this duty through a written permission from the Service Provider, a demand to reveal information coming from a competent authority and entity of the government or municipal administration as well as prior publication of the information in the media by the Service Provider or entities authorized to it by them.

XI. COMPLAINTS

1. The Host is entitled to file complaints regarding failure to carry out the Service or to carry it out properly, including incorrect calculation of the Commission.

2. A complaint can be filed within two weeks from the date of the event making the basis of the complaint occurring, and in the event of settlements no later than within 7 days from the date of the Service Provider issuing the VAT invoice

3. All the complaints regarding the Services provided have to be submitted in writing at the address of ul. Bernenska 16c, 03-976 Warsaw or at the e-mail address: rekl@farmbnb.pl.

4. The day of the complaint being filed is considered to be the day of the complaint arriving in the e-mail inbox of the Service Provider or the letter being received.

5. In the event of a complaint the Host is obligated to provide:
 - a. the first and last name, the company name, the Internet domain of their facility and the address of residence or headquarters, as well as the database ID;
 - b. the subject of the complaint, and in the event of a complain regarding a Commission, the Service Provider is obligated to name the disputed amount;
 - c. the circumstances justifying the complaint.
6. The complain filled will be addressed without delay, within 30 days from the day of being submitted in correct form.
7. If the data or information provided in the complaint requires to be completed, upon receiving the complaint filed and before addressing it, the Service Provider will ask the Host to complete it where necessary.
8. A response to a complaint, after it being addressed by the Service Provider, will be sent at the contact e-mail address of the Host.
9. The right to make claims regarding a complaint throughout court proceedings is available after the complaints proceeding way has been exhausted.

XII. ENDING PROVISIONS

1. The Terms of Use are available in Polish and English.
2. It is forbidden to copy, publish or distribute these Terms of Use or parts of them without a written permission from the Service Provider.
3. The applicable law for resolving all disputes arising on the grounds of these Terms of Use is the Polish law. All the disputes arising on the grounds of these Terms of Use will be resolved before an ordinary court having jurisdiction over the headquarters of the Service Provider.
4. The contents of these Terms of Use may be changed. Changes to the Terms of Use become effective on the day of being published on the Website.
5. A Host is obliged to control the changes to the Terms of Use on an ongoing basis and make themselves familiar with them. In the event of not accepting changes to the Terms of Use the Service Provider has to be notified about this within 30 days from the date of being published through an e-mail message at the address: rekl@farmbnb.pl.
6. In the event that the situation specified in the item 5 above does not occur, the Host is considered to have accepted the new Terms of Use in their entirety.
7. Refusal to accept changes to the Terms of Use is synonymous with terminating the Agreement by the Host with a 30 day period of notice, effective at the end of the calendar month. This time is counted from the moment of the Service Provider receiving the Host's declaration about not accepting the Terms of Use.
8. The Service Provider is entitled to make changes to the Price List at any time. A Host will be notified of such change over e-mail together with the date of the changes becoming effective. Changes to the Price List don't constitute changes of the provisions of these Terms of Use.
9. A Host may refuse to accept changes to the Price List. Within time and with consequences specified in the subparagraph 7 above.

PAYMENTS OPERATOR



Annex 1 – The Price List

BlueMedia payment operator fee for online transactions.....0

Commission on each confirmed reservation:11% of the entire reservation value