

## Terms and Conditions of "SeePlaces.com" Platform

Akati sp. z o. o. with its registered office in Opole, registered office address: Reymonta 39, entered in the Register of Entrepreneurs kept by the District Court in Opole, 8th National Court Register No. 0000772788, NIP [Tax Id] 7543210372, REGON [Business Registry No.] 382616854, share capital 5000 PLN (hereinafter referred to as the owner of the Website platform SeePlaces.com allows the Client to access the information about services offered by Service Providers, including in particular trips, sightseeing, additional attractions and activities. It is the Service Providers who prepares and sells the offer and is a party to the contract concluded with the Client; it is the Service Provider who bears full responsibility for the conclusion and performance of the contract. The Terms and Conditions contain, in particular, the explanation of the rules of functioning of the Service, including the course of reservation of services and basic information related to their implementation (detailed rules for the implementation of services are regulated by the Reservation Policy of a specific Provider). **Before starting the reservation process, please read these Terms and Conditions carefully, and in case of any doubts, in particular as to the reservation process or the performance of contract with the Service Provider, please contact SeePlaces or the Service Provider.**

### §1 Definitions

**Platform** - website: [www.seeplaces.com](http://www.seeplaces.com).

**Client/User** - a natural or legal person, having full legal capacity, using the Platform.

**Service Provider** - an entity offering services through the Platform and at the same time performing the service booked by the Client on the basis of a concluded agreement.

**Service** - provision of tourist services in the form of excursions, sightseeing, other activities, the sale, organization and implementation of which is the responsibility of the Provider.

**Offer** - information about the most important features of the Service.

### §2 Basic information

By using the Platform, the User has the opportunity to access information about the Services and to make and pay for the reservation of these Services.

2. SeePlaces is not a provider of the Services and, via the Platform, provides only a marketing service to the Service Provider. This means in particular that the Service Provider is a party to the agreement with the Client and it is the Service Provider who is responsible for its proper performance, including the provision of services covered by the agreement. SeePlaces is designed to present information provided by Providers about their Services.

3. Materials, information or prices presented on the Platform do not constitute an offer within the meaning of the Civil Code.
4. The Service Provider is responsible for the content of the Offer and for the performance of the Service according to this information.
5. SeePlaces strongly advises to purchase an extensive travel insurance policy prior to departure to protect product purchase.
6. SeePlaces urges passengers to investigate and review travel prohibitions, warnings, announcements and advisories issued by their countries' Government and destination country governments before booking excursions in international destinations. Information can be found at:

[https://ec.europa.eu/consularprotection/content/travel-advice\\_en](https://ec.europa.eu/consularprotection/content/travel-advice_en)  
[https://www.msz.gov.pl/en/p/msz\\_en/](https://www.msz.gov.pl/en/p/msz_en/)

### **§3 General rules of using the Platform**

1. By using the Platform, the User accepts the conditions specified in these Platform's Terms and Conditions and is responsible for his own actions resulting from the use of the Platform.
2. The User declares that he is at least 18 years of age and has full legal capacity to enter into an agreement with the Service Provider and to use the Website Platform in accordance with the applicable terms and conditions.
3. The use of the Platform is possible only in the Clients' own name. If you do so on behalf of a third party, this means that the User has a valid power of attorney. The User shall be fully liable for any action without a power of attorney or an action exceeding the power of attorney.
4. It is forbidden to make reservation enquiries using a false name or someone else's name without a valid power of attorney.
5. Despite all reasonable efforts, SeePlaces does not warrant that the use of the Platform will be free of defects, faults, interruptions or inability to connect and that the results of the search will meet the Client's expectations as to the content, accuracy or usefulness of the information obtained.
6. Making a reservation of the service is tantamount to reading and accepting the Service Provider's Reservation Policy, Service Provider's Cancellation Policy made available during the reservation and the provisions of these Terms and Conditions.
7. The data of the person for whom the reservation is made should match the data in the identity document - passport or ID card (the data should come from the identity document required for travel or stay in the country according to the Client's nationality and on the basis of the applicable entry regulations). The Service Provider's Reservation Policy specifies the performance procedure, including the settlement in the event of failure to provide the purchased services due to the inconsistency of personal data contained in the reservation with the data contained in the passport or ID card.

Consequences resulting from an incorrectly filled form, in particular the provision of incorrect data, shall be borne by the Client.

8. Upon the reservation of the Service, the Client should have appropriate and up-to-date documents enabling him/her to travel to the place of performance of the reserved service, including in particular: a valid passport, required visas, documents entitling children to cross the border (e.g. consent of the other parent may be required in some countries) or other documents specified by the regulations of the countries of destination and transit. Each person making a reservation is obliged to check the current requirements and regulations, including the customs and passport regulations in force in the above-mentioned countries.

9. Each participant must be aware of the fact that at the time of making a reservation information regarding the Service may be sent to the given telephone number, therefore it is important that such telephone number is active and available to the Client, both before and during the Service.

10. The Client must be aware that according to the Service Provider's Reservation Policy for the participation in the reserved Service it is usually necessary to have and present, at the request of the Provider, a booking confirmation in the form of a printed Voucher sent to the Client's e-mail address provided during the reservation process.

11. For the proper functioning of the Platform it is necessary to have a computer and an Internet connection with parameters commonly accepted for the operation of websites.

12. To the fullest extent permitted by applicable law (in particular without prejudice to the legitimate interests of the Client), SeePlaces shall not be liable for any malfunction of the User's computer, operating system or browser, which are out of control of SeePlaces. This includes, in particular, all extensions, add-ons and programs installed in the User's operating system or browser.

13. To the fullest extent permitted by applicable law (in particular without prejudice to the legitimate interests of the Client), SeePlaces shall not be liable for any damages incurred by the User in connection with the use of the Platform, in particular if the damages resulted from the User's use of hardware or software that did not comply with the requirements set out in clause 11.

14. It is forbidden to engage in any unlawful behavior in connection with the use of the Platform, in particular unauthorized interference with the work of the Platform and misleading actions.

#### **§4 Personal data protection**

Suppliers of the services are the Administrators of personal data disclosed in the reservation form. SeePlaces acts as a entity processing the data, on behalf of the Administrator. Transferring personal data of Clients between SeePlaces and the Suppliers is conducted with the use of secure communication channels that will ensure your personal data is confidential.

## §5 Reservations

Reservation of the service may take place via the Internet, through the Platform Call Center at the phone number +48 224486999 (open on Monday-Friday at 9:00-17:00) or in the offices of affiliates.

### **Reservation via the Internet.**

The user selects and reserves the service on the Platform following the instructions and information provided during the reservation process, including filling in the appropriate reservation form for the selected service. During the booking process, the User has the opportunity to read and accept the Terms and Conditions of the Platform, the Service Provider's Reservation Policy and the Service Provider's Cancellation Policy of the selected service. After the payment is made, a Voucher is sent to the e-mail address provided by the Client, which is a confirmation of the reservation and the conclusion of a contract with the Service Provider.

## §6 Service Providers' Reservation Policy

1. The Service Providers' Reservation Policy defines the most important rules for the performance of the agreement concluded between a given Service Provider and the Client. In particular, the Service Provider's Reservation policy specifies:

- a) the admissibility and rules of changing or cancelling the reservation, as well as the Client's resignation from the service, including related costs,
- b) Service Provider's responsibility for proper performance of the agreement with the Client,
- c) basic obligations of the Client related to the performance of the service, including those related to safety and the observance of the guidelines,
- d) documents required from the Client, including those related to the obligation to have a Voucher,
- e) the rules regarding the meeting points related to the provision of services,
- f) rules of reporting defects in services provided by the Provider and formulating complaints.

2. Service Providers in the Reservation Policy shall warn, among other things, that the provision of certain services may involve a certain risk to health and the Client is obliged to assess on its own whether his health condition and the state of health of persons under his care allow himself and others safe participation in the activities of the service. It is also advisable to buy appropriate insurance, in particular against accidents. Service Providers in the Reservation Policy shall also point out that a trip to a region of the world with a different climate or a low sanitary and hygienic conditions requires the use of appropriate preventative measures, in particular of a medical nature.

3. Admissibility and conditions of cancellation or change of the reserved service are specified in the Service Providers' Reservation Policy and Service Providers' Cancellation Policy.

## §7 Price of the service

The price of the service includes all components included in the Service Provider's Reservation Policy, unless otherwise stated in the reservation or the Voucher. Entry fees are subject to a separate payment, unless the booking or the Voucher stipulates that they are included in the price.

## §8 Payments

The client can choose between the following payment methods:

### **Payment by Internet transfer.**

- (a) Payment by Internet transfer shall be made via a payment service operated by an entity holding the relevant license for authorisation and settlement of payment services enabling secure performance of online payments.
- b) After the correct authorisation of the transfer and payment for the service, the bank will block the money, which is the full payment for the booked trip. This activity is independent of the Platform.
- c) If it is not possible to block the payment on the bank account, the reservation will not be confirmed.

### **Payment by credit card.**

- (a) Payment by credit card shall be made through a payment service operated by an entity holding the relevant license for authorisation and settlement of payment services enabling secure performance of payment by credit card.
- b) Payment by credit card may be made by the cardholder or a person authorised by the cardholder. Using someone else's credit card without proper authorisation to pay for a reservation is a crime against property under the law and is punishable under Article 278 of the Penal Code. Any attempt to commit the crime described above will be immediately reported by the Platform to the relevant law enforcement authorities.
- c) By entering credit card details, the Client agrees to authorise the card up to the amount due for the reservation. Authorisation will take place no later than 24 hours after booking.
- d) In case of lack of authorization, possibility of blocking payments on the card or when it is not possible to pay with a credit card of a given type, the Client should contact the Call Centre of the Platform by phone or e-mail.
- e) For correct authorization of a credit card, it is necessary to provide:
  - credit card type
  - credit card number
  - Surname name and first name of the cardholder

- expiry date of the credit card
- CVV2/CVC2 code (3-digit number at the end of the credit card number in the box reserved for signature on the back of the credit card).

f) Transaction authorisation is carried out by an authorisation centre run by an entity holding the relevant license in cooperation with the bank that issued the card. Credit card authorization is completely secure and involves sending encrypted card data to the authorization center. The Platform has no access to and does not collect data concerning credit cards with which payments for reservations are made.

g) After authorization of payments for reservations on the Platform, the bank - the issuer of the card, with which the payment was made, blocks funds constituting a full payment for the booked trip. This activity is independent of the Platform.

### **§9 Delivery and receipt of documents**

1. The documents confirming the reserved service (Voucher) are delivered to the Client by email to the e-mail address indicated by the Client in the Form during the reservation.

2. With regard to the functioning of the Internet network, due care shall be taken in the delivery of a Voucher in accordance with paragraph 1, but it shall not be possible to guarantee the successful delivery of the document in view of the possible existence of independent obstacles. Therefore, it is the Client's responsibility to ensure that the Voucher confirming the service ordered has been delivered successfully and contains correct data. In the event of failure to receive such a document or other irregularities, the Client is obliged to immediately contact the Call Center at the telephone number +48 224486999 and inform about this fact. The client shall be liable for the consequences of failure to comply with this obligation.

### **§10 Rules for cancellation or change of reservation by the Client**

1. Admissibility and conditions of cancellation or change of the reserved Service are specified in the Service Provider's Reservation Policy and the Service Provider's Cancellation Policy.

2. Enquiries regarding changes in the reservation in accordance with the Service Providers' Reservation Policy can be made by contacting the Call Center at the telephone number +48 224486999. The client's instruction to cancel or change the Service should be confirmed by email.

3. All changes or cancellations will only become valid once they have been duly confirmed by e-mail. The above-mentioned confirmation takes place immediately after the Service Provider provides information about such change or cancellation.

4. Refund of payments to clients takes place immediately, but not later than within 14 days from the date of the event giving rise to the refund (e.g. cancellation).

### **§11 After-sales service and clients' reviews**

The Client may contact the Call Center and obtain information about the booking status, additional information about the Service booked, or obtain answers to other questions about the Service.

### **§12 Submitting comments and complaints**

1. All complaints concerning services, as well as all claims related to non-performance or improper performance of the service should be formulated and directed according to the rules specified in the Service Provider's Reservation Policy.
2. The Client has the right to submit comments as well as complaints regarding the services provided by the Service Provider to SeePlaces for consideration by the Service Provider. The deadline for processing the complaint by the Service Provider is specified in the Service Provider's Reservation Policy.
3. In the event of dissatisfaction with the quality of the Platform's service, the Client has the right to file a complaint against SeePlaces.
4. Complaints referred to in clause 2 and 3 may be submitted to the address Akati Sp. z o.o., Reymonta 39, 45-072 Opole, Poland or in electronic form to the e-mail address: info@seeplaces.com.
5. The assessment of the subject matter of the complaint referred to in clause 3 shall take place within 14 days from the date of receipt of the complaint.
6. The complaint referred to in clause 3 may be considered unjustified in the event that irregularities in the operation of the Platform occurred without the fault of the Operator or there is no other basis for accepting its liability.
7. A correctly submitted complaint as provided for in clause 3 should include at least: the Client's name, surname, address of residence (it may also include an e-mail address and contact telephone number, which will make it easier to contact the Client) and a description of the complaint.

### **§13 Liability of SeePlaces**

1. SeePlaces makes every effort to ensure that the data presented on the Platform is consistent with reality. However, the up-to-date status and correctness of the presented data depends on the Service Providers, which is not directly controlled by SeePlaces, so any kind of errors in this respect may occur only for reasons attributable solely to the Service Provider. In addition, SeePlaces is not responsible for information contained in publications, brochures, folders, leaflets, etc. issued by the Service Provider, which have not been made available to the Client through the Platform.
2. SeePlaces is responsible for the proper functioning of the Platform, unless liability for the error is borne by the Client or the error is the result of unavoidable and extraordinary circumstances.

3. SeePlaces is not liable for the acts, errors, omissions, representations, warranties, breaches, negligence or misconduct of any such suppliers or private tour guides or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom or otherwise arising from your booking of a product or service or your use of a product or service.

4. SeePlaces has no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure or other causes beyond their direct control, and they have no responsibility for any additional expense, omissions, delays, re-routing or acts of any government or authority.

5. If SeePlaces is found liable for any loss or damage that arises out of or is in any way connected with your use of our Websites or your booking or use of Products or services made available through our Website, then the SeePlaces' liabilities will in no event exceed, in the aggregate, the greater of (a) the transaction fees paid to SeePlaces for the transaction(s) on this Website giving rise to the claim, or (b) One-Hundred Euro (EUR 100.00).

#### **§14 Liability of the Service Provider**

The Service Provider is fully responsible in particular for the content of the offer available through the use of the Platform and for its implementation at the place and time specified in the offer. Detailed rules of Service Provider's liability are specified in the Service Provider's Reservation Policy.

#### **§15 Acceptance of booking conditions**

By indicating in the booking process that the Client accepts the booking conditions, the Client declares that he or she has read "Service Provider's Reservation Policy", "Service Provider's Cancellation Policy" and "Terms and Conditions of the Platform" and is aware of the consequences resulting therefrom.

#### **§16 Ratings and reviews on [www.seeplaces.com](http://www.seeplaces.com)**

##### **1. General provisions**

The following terms and conditions provide posting guidelines for ratings and reviews of tours and activities offered via Seeplaces platform.

##### **2. Privacy policy**

Any personal information posted on the website will be used in accordance with the Personal Data Protection Act and the Electronic Services Act. Our privacy statement is available at <https://seeplaces.com/pl/polityka-prywatnosci/>

##### **3. System information**

Have you just returned from a trip?

Share your memories and experiences with other users on SeePlaces



Your opinion can help others to decide which hotel or tour to choose and improve the quality of our services.

## 5. User obligations

Each review submitted is processed by moderators.

Moderators will remove reviews that contain the following:

- a) false and misleading information, irrelevant to the subject or to the hotel/tour,
- b) expressions and sentences that may be considered offensive, promoting racism, hatred, containing threats, swearing or others of a nature prohibited by applicable law,
- c) third party private information (names, addresses, phone numbers, e-mails, etc.),
- d) containing texts copied from other sites, links, advertising content, promoting providers of other travel services.

The user who submits a review is obliged to:

- a) describe the reviewed excursions, highlight their positive and negative features (if any),
- b) not to add misleading and/or false information,
- c) post both positive and negative reviews, in accordance with the right of free expression of opinion, to provide other users with a full and objective opinion about the hotel or tour,
- d) not to post any form of advertising, links, names and other data that would identify third parties,
- e) give opinions in accordance with information obtained from experience and in accordance with one's conscience.

## 6. Moderation of opinions and elimination of misuse

Akati Sp. z o.o. (owner of Seeplaces) has the right not to publish a review without informing the user, especially if it is inconsistent with the obligations outlined in sec. 5 of the Terms and Conditions.

Accepted reviews are posted in their entirety without edits or corrections. Our goal is to provide objective reviews of our offers; therefore, we post all reviews that comply with the guidelines.

## 7. Procedures for tour reviews

Ratings and reviews about tours and activities available on [www.seeplaces.com](http://www.seeplaces.com) come from third parties. Each review is a subjective assessment of a given participant.

If a certain period has passed since the opinion was posted, it should be taken into account that the quality of service provided, and the circumstances described may have changed. The average rating also depends on the number of reviews added and may not always be relevant to present state.

The tour rating itself, on the other hand, depends, to a large extent, on the user posting it: age, nationality, vacation purpose, whether they are traveling alone, with a partner, children or in a group.

The frequency of the user's trips and the history of their past experiences in different countries can also be of great importance.

When going to exotic and culturally different countries, the user must consider the fact that it is common for local hotels to be of a completely different standard from European hotels.

#### 8. Liability and complaints

Akati Sp. z o.o. is not responsible for review content and the amount of ratings added by, as well as for any loss or damage related to the publication.

Any cases of misuse shall be reported to: [opinie@seeplaces.com](mailto:opinie@seeplaces.com)

#### **§17 Final provisions**

1. Akati Sp. z o.o. reserves the right to make changes to the regulations.
2. Persons using the service may contact the owner of the system via e-mail address: [opinie@seeplaces.com](mailto:opinie@seeplaces.com)
3. In matters not regulated by the provisions of these Terms and Conditions, the provisions of generally applicable law shall apply.
4. Any disputes relating to the services provided by the Platform shall be settled by the ordinary courts, in accordance with the general substantive and local jurisdiction.
5. By using the services provided by the Platform, the Client declares that all provisions of these Terms and Conditions are clear and understandable to them and accepts all provisions of these Terms and Conditions without reservation.
6. In controversial matters, the Polish version prevails.