

Regulations for the provision of electronic services

General information

The Regulations are issued by PHU Martom-Traveland Sp. z o.o. Hotel Anders ul. Spacerowa 2, 14-133 Stare Jabłonki having REGON 510005132, NIP 739-020-01-17, registered in the District Court in Olsztyn, VIII Economic Division of the National Court Register with the number KRS 0000052472. The Regulations are created on the basis of the Act on the provision of services by electronic means of 18 July 2002 (Journal of Laws No. 144, item 1204) consolidated text of 9 June 2017. (Journal of Laws of 2017, item 1219) as amended. In matters not included in the content of the Regulations, relevant provisions shall apply, that is, the Act of 2 July 2004 on freedom of economic activity (Journal of Laws of 2016, item 1829, 1948, 1997 and 2255 and of 2017, item 460 and 819), the Act of 29 August 1997 on personal data protection (Journal of Laws of 2016, item 922).

In the content of the terms and conditions PHU Martom-Traveland Sp. z o.o. Hotel Anders ul. Spacerowa 2, 14-133 Stare Jabłonki appears under the name "Service Provider".

Electronic addresses used by the Service Provider:

- marketing@hotelanders.pl - recepcja@hotelanders.pl

Correspondence address: ul. Spacerowa 2, 14-133 Stare Jabłonki

Contact phone: +48 89 642 70 00

Definitions of terms used in the regulations

- 1)
electronic address - a designation of an ICT system enabling communication by means of electronic communication, in particular electronic mail;
- 2)
commercial information - any information intended directly or indirectly to promote the goods, services or image of the trader or a person exercising a profession, the right to exercise the profession of which is subject to the fulfilment of requirements set out in separate acts, excluding information enabling communication by means of electronic communication with a specified person, as well as information about goods and services not serving to achieve the commercial effect desired by the entity which orders its dissemination, in particular without remuneration or other benefits from producers, sellers and service providers;
- 3)
ICT system - a set of cooperating IT devices and software, ensuring processing and storage, as well as sending and receiving data via telecommunication networks by means of a telecommunication terminal device appropriate for a given type of network, within the meaning of the Act of 16 July 2004. - Telecommunications Law (Journal of Laws 2016, item 1489, as amended);
- 4)
provision of services by electronic means - performance of a service rendered without the simultaneous presence of the parties (at a distance), through the transmission of data at the individual request of the recipient of the service, sent and received by means of equipment for electronic processing, including digital compression, and storage of data, which is entirely transmitted, received or transmitted via a telecommunications network within the meaning of the Act of 16 July 2004. - Telecommunications Law;
- 5)
means of electronic communication - technical solutions, including data communication devices and associated software tools, allowing individual communication at a distance using data transmission between ICT systems, in particular electronic mail;
- 6)
service provider - a natural person, a legal person or an organisational entity without legal personality, which provides services electronically, even if only incidentally, in the course of its commercial or professional activity;

7)

recipient of services - a natural person, a legal person or an organisational entity without legal personality, who uses a service provided electronically;

8)

registered office - the registered office of the entrepreneur or the registered office of a branch of a foreign entrepreneur conducting business activity in the territory of the Republic of Poland.

The service provider declares that the provision of the services to which these regulations apply does not require the possession of the relevant authorisation issued by the authorising authority.

The service provider informs that the use of services provided by him via electronic means is not associated with any specific risks for the user - recipient of the service.

The provision of services by electronic means is subject to the average, in the normal sense of the term, risks inherent in accessing and using the Internet, including the possibility of the occurrence of and contact with hacking, malware and spyware of which the Service Provider is not the author.

The service provider is responsible for the technical standards of its own website, server and domain by means of which it provides electronic services.

The service provider recommends that the recipient of services - the client - user only use technical devices that are protected by a protection system against the dangers of the Internet.

In the performance of the contract provided under these regulations, the Service Provider uses software fulfilling the functions of :

- booking system - Booking Engine,
 - email client (encrypted with SSL protocol),
 - application for sending mass mailing correspondence (encrypted with SSL protocol),
- which prevents acquisition and modification by unauthorised persons of personal data sent electronically.

The purpose of the software, as presented, is to ensure that the recipient is able to correctly read the full content of the Service Provider's website, with all the information contained therein relating to the products offered and the rules for the conclusion of the sales contract, including its content.

Technical requirements required of the recipient necessary to use the service provider's communication and information system - describe what, according to the hotel, is the minimum hardware and software the recipient must have to be able to contact the service provider :

- PC with Windows Vista or later with up-to-date web browser and access to the internet,
- a MAC computer with an up-to-date browser and Internet access
- mobile devices with the exception of Wearables with up-to-date internet browser and internet access.

The service provider has entered the data constituting the content of the service into an ICT system.

The service provider declares that the nature of the services provided does not require it to ensure the operation of the ICT system it uses, enabling the service recipient, free of charge:

a)

use of a service provided electronically in a manner that prevents unauthorised access to the content of the communication constituting that service, in particular by means of cryptographic techniques appropriate to the characteristics of the service provided,

b)

unambiguous identification of the parties to a service provided electronically and confirmation of the fact of making declarations of intent and their content necessary to conclude electronically an agreement for the provision of this service, in particular with the use of a qualified electronic signature;

and shall ensure that it has ensured the operation of an information and communication system enabling the termination, at any time, of the use of a service provided electronically.

The service provider shall ensure that the customer has access to up-to-date information on the possibility of using the electronically supplied service anonymously or using a nickname.

The Service Provider shall make the regulations available to the Client before the conclusion of the contract for provision of services, which means that the conclusion of the contract is possible only after the Client confirms that he/she has

read the regulations . In addition, at the request of the Client, the Service Provider shall make the rules available in such a way that their content can be obtained, reproduced and recorded by means of an ICT system used by the Client.

The Service Provider declares that it does not send unsolicited commercial information addressed to a designated recipient who is a natural person by means of electronic communication, in particular electronic mail.

The above exclusion shall remain in force until the information becomes ordered, after the recipient has given his/her consent to receive such information, in particular by providing an electronic address identifying him/her for this purpose.

The service provider shall ensure the protection of the recipient's personal data with regard to their processing, regardless of whether this is carried out in datasets.

The Service Provider may process the following personal data of the Client necessary to establish, shape the content, change or terminate the legal relationship between them:

- 1) the surname and forenames of the Service Recipient;
- 2) PESEL registration number or, if this number has not been assigned, the number of the passport, identity card or other document confirming identity;
- 3) permanent residence address;
- 4) address for correspondence, if different from the address referred to in point 3;
- 5) data used to verify the electronic signature of the service recipient;
- 6) electronic addresses of the service recipient,
- 7) service recipient's telephone number .

The service provider does not process the service recipient's personal data after the end of the use of the service provided electronically, except for those data which are:

- 1) necessary for the settlement of the service and the assertion of claims for payment for the use of the service;
- 2) necessary for the purposes of advertising, market research and research into the behaviour and preferences of the recipients of the service with the aim of improving the quality of the service provided by the service provider, with the consent of the recipient;
- 3) necessary to clarify the circumstances of the unauthorised use of the service by the recipient of the service, i.e. to the extent necessary to establish the liability of the recipient, provided that the service provider records the fact of obtaining and the content of such information for evidential purposes;
- 4) admitted to processing on the basis of separate acts or an agreement.

The Service Provider shall refuse to provide electronic services on the basis of the Client's failure to provide data only if the processing of such data is necessary due to the functioning of the ICT system providing electronic services or the nature of the service or results from separate laws.

The recipient of services is bound by an absolute prohibition to provide content of an unlawful nature.

The Service Provider informs that it is not possible to use the service provided electronically anonymously or using a nickname.

The service provider has not made an agreement with another entity to entrust the processing of the data necessary for the provision of the services.

Types of services provided electronically by the service provider: The service provider provides services:

- conclusion of a contract for hotel, spa, conference, meeting arrangement, etc. services,
- newsletter,
- contact form,
- e-mail messages.

Scope of electronically provided services

Hotel service.

The hotel service consists in the provision of overnight accommodation in the Provider's hotel facility.

The hotel service is provided with breakfast included in the price of each overnight stay .

Each person using the accommodation is entitled to breakfast.

The scope of the hotel service may include other paid or unpaid services as part of the promotional or marketing campaign conducted by the Service Provider.

The determination of chargeable services and their unit price is included by the Service Provider in the price list posted on the Service Provider's website or in the description of the promotional or marketing action.

Examples of promotional campaigns are stays at Easter, long weekends.

The Service Provider shall each time specify and describe the subject of the promotional or marketing action, if it establishes them.

The rate of each overnight stay within the scope of the hotel service and the scope of the service shall be specified each time on the website of the Service Provider with the amount of the total gross service price payable.

The Service Provider shall contact the Client for the purpose of concluding the contract via

- email
- a telephone call,
- an electronic contract conclusion confirmation form.

The user fills in all mandatory fields in the understanding of providing the data necessary for the conclusion and execution of the contract, after entering the website www.hotelanders.pl, selecting the offer and entering the reservation system by clicking on the check date button or the button to access the online reservation and in further steps establishing the criteria for the stay and making a reservation.

The contract is concluded when the Client declares his/her acceptance of the information received from the Service Provider about the terms and conditions of the hotel service.

The Customer who is a Consumer does not have the right to withdraw from the contract once it has been concluded even if the contract is concluded off-premises or at a distance on the legal basis of Article 38(point 12) of the Consumer Rights Act of 30 May 2014. (Journal of Laws of 2014, item 827) i.e. of 9 March 2017. (Journal of Laws. of 2017, item 683) unless the Service Provider expressly grants the Consumer the right to withdraw from the contract as part of a promotional or marketing action.

Where the consumer is granted a right of withdrawal, the consumer may withdraw from the contract within 14 days of its conclusion.

A consumer is a natural person performing an act which is not connected with the consumer's professional or business activity.

The declaration of withdrawal may be made in any form and must be delivered to the Service Provider.

For evidentiary purposes, such declaration must be made in the form of an email or in written form by the specified deadline. In the case of registered mail, the date of posting shall be decisive.

The Service Provider is obliged to reimburse the Consumer immediately, but not later than within 14 days of receipt of the Consumer's declaration of withdrawal from the contract, all payments made by the Consumer for the hotel service.

The service provider shall refund the payment using the same means of payment used by the consumer, unless the consumer has expressly agreed to a different method of refund that does not incur any costs for the consumer.

COMPLAINTS

The Client may lodge a complaint regarding non-performance or improper performance of the contract immediately, i.e. during the performance of the contract or no later than within 14 days of its performance.

The complaint shall be submitted to the Service Provider's address indicated for correspondence.

The address for correspondence is the Service Provider's registered office address.

The complaint shall specify the allegations of non-performance or improper performance of the contract and the arguments to support them.

The Service Provider is obliged to respond to the consumer's complaint within 30 days of receipt.

If the Service Provider has not responded to the complaint within the period referred to above , it shall be deemed to have acknowledged the complaint.

Newsletter

The Service Provider enables the Client to receive electronically information concerning the Service Provider, including its services.

In order to use the service, the Client must provide the Service Provider with an e-mail address to which the information is to be sent and mark the "Subscribe" command next to the space provided for providing an e-mail address, or the Client's written consent.

Persons who have provided their email address for the purpose of sending the Newsletter thereby consent to receive commercial information from the Service Provider.

Consent to receive the Newsletter may be withdrawn at any time by submitting an appropriate declaration to this effect by means of communication instruments with the Service Provider.