

## REGULATORY AND COMPLIANCE

### I. Profitroom Group

The Profitroom Group (hereinafter referred to as "the Profitroom Group") consists of the following companies: (a) Profitroom S.A. with its registered office in Poznań (60-829), ul. Franklin Roosevelt 9, registered in the National Court Register by the District Court Poznań - Nowe Miasto i Wilda, VIII Economic Department under the KRS number: 0000303746, VAT number: 5252423458, with share capital: PLN 1,513,067.20 (hereinafter referred to as "Profitroom"); (b) Profitroom Ltd. with its registered office at: 6th Floor 2 London Wall Place, London, United Kingdom, EC2Y 5AU, Tax Identification Number: GB 386259945, Company Registration Number: 13470993 (hereinafter referred to as "Profitroom Ltd"); (c) Profitroom s.r.o. with its registered office at: Haštalská 1072/6, Staré Město, 110 00 Prague 1, Czech Republic, VAT number: CZ11823941, Identification Number: 118 23 941 (hereinafter referred to as "Profitroom SRO"); (d) Profitroom GmbH in liquidation, Neue Mainzer Straße 22, 60311 Frankfurt am Main (hereinafter referred to as "Profitroom GmbH in liquidation").

The Profitroom Group is represented by Profitroom in case representation of the Profitroom Group is necessary.

For obligations and representation before the client, the company from the Profitroom Group that incurred the obligations or on which obligations rest is responsible.

The Profitroom Group is part of a group of companies that have a legitimate interest in transmitting personal data within their own group of companies for internal administrative purposes, including the processing of personal data of clients and employees (data is transferred within the Profitroom Group to a company domiciled in a third country within the meaning of the GDPR - Profitroom LTD). Detailed information can be found in the Privacy Policy of the Website.

### II. Impressum

The website profitroom.com (hereinafter referred to as the "Website") is operated by Profitroom.

Email address for general inquiries: [contact@profitroom.com](mailto:contact@profitroom.com)

Email address for reporting illegal content: [support@profitroom.com](mailto:support@profitroom.com)

Email address of the Data Protection Officer at Profitroom: [gdpr@profitroom.com](mailto:gdpr@profitroom.com)

#### **Management of Profitroom:**

Marcin Dragan (Chairman of the Management Board), Krzysztof Grzęda (Vice Chairman of the Management Board). (Representation by each person individually)

#### **Management of Profitroom LTD:**

Krzysztof Grzęda (Director), Samantha Williams (Director). (Representation by each person individually)

**Management of Profitroom GmbH in liquidation:**

Paweł Grzešek (Liquidator)

**Management of Profitroom SRO:**

Krzysztof Grzęda

Brands managed by Profitroom: Profitroom®

### **III. Intellectual Property**

#### **Website and Logos**

The Website as well as all Profitroom logos or those belonging to the Profitroom Group, photos, graphics, videos, animations, and text materials presented on the Website are works within the meaning of copyright law and are the property of Profitroom unless otherwise indicated. All works are protected by law.

Logos of companies presented on the Website are the property of those companies and any use without the consent of the owners may result in legal action by those companies.

!!! Reproduction, processing, dissemination, and any kind of use beyond the limits of permissible use provided by copyright or industrial property law requires the written consent of the owner of the rights. Making copies of the Website or logo is possible only for private use within the limits of permissible use, and not for commercial use.

#### **Profitroom Software**

Profitroom creates software (hereinafter referred to as "Software"), which may be provided to customers by companies within the Profitroom Group. Software is understood as any separate computer program described on the Website such as (a) Profitroom Booking Engine 360; (b) Profitroom Suite Platform; (c) Channel Manager; (d) CMS; (e) CRM. All works are protected by law and are the property of Profitroom.

!!! Reproduction, processing, dissemination, and any kind of use beyond the limits of permissible use provided by copyright or industrial property law requires the written consent of the owner of the rights. Making copies of the Software or its parts is possible only for private use within the limits of permissible use, and not for commercial use.

#### **Website Templates created for Clients**

Profitroom creates website templates for clients based on their individual requests. The terms of use are defined by a separate agreement concluded with the respective company within the Profitroom Group.

## **Profitroom Trademark**

Profitroom® is a registered trademark owned by Profitroom.

!!! Reproduction, processing, dissemination, and any kind of use beyond the limits of permissible use provided by industrial property law requires written consent from Profitroom.

## **Translations**

The website or content displayed on the website is available in various language versions. Depending on the language version, there may be differences. In case of discrepancies, the English version shall prevail.

## **Submission**

None of the companies within the Profitroom Group consent to the transmission of ideas or techniques regarding new services or products or their improvement through the website (hereinafter referred to as "Feedback"). You acknowledge that if any of the companies within the Profitroom Group receive Feedback: (a) it will not be treated as confidential or proprietary; (b) none of the companies within the Profitroom Group will be obliged to maintain the confidentiality of the information; and (c) Profitroom will have unlimited, irrevocable, and worldwide rights to use, transmit, reproduce, publish, display, distribute, and exploit the Feedback in any manner and will not be obligated to pay any licensing fees for the use of this right.

## **IV. Contact Point**

Profitroom Group has designated a contact point for communication with the authorities of the Member States, the European Commission, the European Digital Services Council, and service recipients in accordance with Articles 11 and 12 of Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on the Digital Services Act and amending Directive 2000/31/EC ("DSA"). Such communication should be conducted in English via email: [support@profitroom.com](mailto:support@profitroom.com) .

## **V. Illegal Information**

If you notice the presence of illegal information or infringement of intellectual property rights on the website or services provided by companies within the Profitroom Group, please inform us. Reports of illegal content can be submitted electronically via email: [support@profitroom.com](mailto:support@profitroom.com) . Communication should be conducted in English.

Please note that actions will be taken in accordance with the law, in particular the requirements of the DSA, and these actions will be carried out by Profitroom and, if necessary, in cooperation with other companies within the Profitroom Group, especially employees or customer caretakers.

## **VI. Personal Data Protection**

Personal data protection is of great importance to us. Detailed information on how we process personal data within the Profitroom Group can be found in the Privacy Policy of the Website.

## **VII. PCI DSS**

We are a certified service provider at Level 1 PCI DSS, which means the highest standard of payment card data protection. We ensure data security through encryption, limited access, and regular internal and external network tests. Additionally, we undergo annual external audits to confirm our compliance with PCI DSS requirements.

## **VIII. Disclaimer**

The content and materials contained on the Website are prepared with care. However, none of the companies within the Profitroom Group can guarantee the correctness, completeness, and timeliness of the content and materials on the Website.

None of the companies within the Profitroom Group are responsible, in particular, for content and materials that are not their property.

In the case of services provided by companies within the Profitroom Group that may involve storing customer data (hosting services), none of the companies within the Profitroom Group supervise the transmitted data or stored information, nor do they investigate circumstances indicating unlawful activity. However, this does not affect the obligations of the companies within the Profitroom Group regarding the acceptance of reports of illegal information, removal, or blocking of the use of such information in accordance with legal regulations, especially the DSA.

In the event of knowledge of legal violations, illegal information will be promptly removed, and none of the companies within the Profitroom Group shall be liable for this.

### **Liability for Links**

The Website may contain hyperlinks leading to third-party websites. We do not control the information found there as we do not update these websites and are not responsible for them. The providers of these websites are always responsible for the content of the pages to which the links lead.

Profitroom makes efforts to check the content of links added to the Website. However, without specific indications of legal violations, we cannot be expected to constantly monitor

the content of the pages to which the Website refers. If you notice a violation, please inform us so that we can take action (see the "Illegal Information" section).

### **Responsibility for Damages or Lost Profits**

Profitroom is not liable for damages or lost profits related to the use of the Website within the limits permitted by law to the fullest extent possible. In cases where such liability is provided, the amount of this liability shall be 1 EUR unless the limitation cannot be applied.

In no event is the Website directed at consumers and is solely directed at adult individuals who, in connection with their business or profession, may be capable of making business decisions.

In the event that Profitroom's liability cannot be completely limited, Profitroom shall be liable only for actual damages incurred in connection with the use of the Website (it is not liable for lost profits).

Profitroom is under no obligation to pay any compensation for incidental or consequential damages, exemplary damages, damages for moral losses and secondary damages, damages for loss of profits, or damages resulting from loss of data or disruption of operations arising from the use or inability to use the Website, whether claims are based on warranty, contract, tort law, or other legal theory, and regardless of whether Profitroom has been informed of the possibility of such damages.

### **IX. Restrictions on Using the Website**

If you use the Website, you may not engage in actions contrary to law and good customs, including (a) concealing information about trademarks; (b) infringing copyrights; (c) concealing the origin of information; (d) generating excessive burden on the Website; (e) injecting malicious code; (f) scanning Website vulnerabilities without informing Profitroom; (g) circumventing security; (h) making any copies of the Website or its parts; (i) posting false or misleading information about the Website or on the Website; (j) transmitting or attempting to transmit malicious software such as viruses, trojans, worms, time bombs, or other computer programming routines whose purpose is to destroy, disrupt, capture, or appropriate any Information, system, Website or infringe intellectual property rights or others; (k) using automated systems to collect or search for information on the Website.

You may not use the Website in a manner that may adversely affect the performance or operation of the Website or hinder access to the Website.

### **X. Jurisdiction and Applicable Law**

The applicable law regarding the use of the Website is Polish law, and any disputes will be resolved amicably in the first instance. If a dispute related to the use of the Website cannot be resolved amicably, the competent court shall be the court competent for the registered office of Profitroom.

## **XI. Document Validity and Changes**

Using the Website implies acceptance of the content of this document. This document may change from time to time. Profitroom is not obligated to inform you of these changes. The current content of the document can be found in the "Regulations and Compliance" section on the Website at the time you use the Website.

Any part of the Website may be changed, supplemented, deleted, or updated without prior notice by Profitroom.