

GENERAL TERMS AND CONDITIONS OF SOCIALTRAVEL COOPERATION

I. DEFINITIONS

Working Days	days from Monday to Friday excluding days free from work according to the Polish law
Extranet	a closed computer network based on web protocols, intended to exchange information between SocialTravel and the Partner as well as Announcements management
Partner's Account	service provided electronically; a separate individual part of the Extranet dedicated to Partner, through which the Partner uses the functionality of Platform and Services
Coordinator	a person indicated in the Contract, authorized by the Partner or SocialTravel to submit statements on his or her behalf for the proper performance of the Contract, subject to statements regarding the amendment of the Contract or GTC
Coupon	a lump sum offer that does not require confirmation of availability; Offers that meet this definition are considered to be a Coupon unless expressly stated otherwise in the Contract or in the Offer.
Source Materials	content, data, information, graphic, audiovisual and other materials, placed on the Platform by the Partner or by the Partner's Supervisor
Special Offer	an offer which specific terms apply only to the Platform
Partner Supervisor	a SocialTravel Coordinator dedicated to Partner for the current support
Fee	a payment for execution of the service, the amount of which is indicated in the Contract or pricing; Fees may be settled in the form of commission on sales of the Partner's offers through the Platform.
GTC (General Terms and Conditions)	present General Terms and Conditions of SocialTravel Cooperation, including attachments
Partner	an entity using the Platform and Services within the scope of its business or professional activity, which appears to be the owner of the Offer and the Booking page; in the Terms and Conditions the Partner is called Service Provider
Partner Profile	a separate section of the Platform linked with the Account, containing publicly available Partner data and a summary of all Announcements
Terms and Conditions	Platform Terms and Conditions available at the following address: www.socialtravel.pl/regulations ; To the extent not regulated by the GTC or the Contract, the Terms and Conditions shall apply accordingly

Booking	the agreement concluded between the User and the Partner on terms and conditions indicated in the Announcement, the subject of which is the Offer, and the detailed contractual terms of the Booking are determined by the User in the Order. The Booking means both the Booking on Demand and the Instant Booking unless the context clearly indicates that it is only the Booking on Demand or the Instant Booking
Booking on Demand	booking made between the Partner and the User through manual confirmation of the Order by the Partner
Instant Booking	booking made automatically between the Partner and the User accordingly to the Offer availability presented in the Extranet
Force Majeure	<p>extraordinary events or circumstances that could not have been foreseen with due diligence required in professional relationships, that were external to both SocialTravel and the Partner, and which they could not oppose with due diligence.</p> <p>As events caused by Force Majeure we understand, e.g.:</p> <ul style="list-style-type: none"> - significant natural disasters or severe weather incidents impacting the location of destination or location of departure; - political situation that disenable execution of the Offer, e.g. introduction of martial law in the location of destination or location of departure.
Parties	Parties of the Contract, namely SocialTravel, representing Tripsomnia brand, and the Partner
Contract	the written agreement concluded between SocialTravel and the Partner, which integral part are GTC, under which SocialTravel undertakes the obligation to perform the Services, and the Partner to pay Fees;
Additional Services	paid Services being a complement to the scope of the Contract, its extension or amendment
Voucher	a confirmation of the Booking agreement between the Partner and the User

II. GENERAL PROVISIONS

1. The GTC define the terms and conditions for the provision of Services to Partners by SocialTravel, representing Tripsomnia brand. SocialTravel provides Services under the Contract. The provisions of the General Terms and Conditions shall be binding upon the Parties from the time of conclusion of the Contract.
2. SocialTravel declares that it has the resources and experience necessary to execute the Contract. SocialTravel commits itself to perform the Contract with utmost diligence resulting from the professional nature of its business activity.
3. SocialTravel can execute the Contract with help of third parties, wherein SocialTravel holds full responsibility for actions and omissions of the subcontractors as for their own. At the same time, SocialTravel commits that, for the execution of subject of the Contract, they will use only services of entities with qualifications referred to in pt 2 above.

4. In case of inconsistency of GTC provisions with terms of the Contract, the GTC shall prevail, unless the parties agreed otherwise in the Contract.

III. COORDINATORS

1. Parties indicate their Coordinators in the Contract. Within the limits of competence specified in the Contract, Coordinator acts as an authorized representative of the concerned Party.
2. Coordinators are obliged to cooperate with each other in good faith, provide necessary explanations and information for the proper execution of the Contract. On written (paper version) or sent electronically request of one Party Coordinator, the Coordinator of the other Party, without delay, but not later than in 2 (two) working days counted from the date of receipt of the request, shall submit, in the same form, the requested clarifications or information necessary for the execution of the Contract.
3. Any arrangements made between the Parties in oral form (also by telephone) are only valid if they are confirmed with the written form (email, fax, registered letter, courier service) not later than 24 (twenty-four) hours after they have been made under pain of nullity.
4. Each of the Parties has a right to change the Coordinator by notifying the other Party and providing information regarding the new Coordinator: phone number and email address. The change is effective upon receipt of this information by the other Party.

IV. SERVICES

1. SocialTravel provides following Services for the Partner:
 - 1.1. provision of access to the Platform and availability of using its functions, in particular creating Partner Profile and making it available on the Platform; as well as a provision of technical infrastructure for the conclusion of Booking agreements;
 - 1.2. provision of substantive and technical support in Announcements management by the Partner Supervisor;
 - 1.3. Promoting Partner's brand and Announcements on the Platform, and with other online marketing actions, including email marketing and pay-per-click advertising (PPC).
2. SocialTravel may also provide following Additional Services for the Partner:
 - 2.1. creation of promotional materials, in particular by making photographic and film documentation of the particular Offer subject using drone;
 - 2.2. promotion of the Announcements on the main page or search results on the Platform;
 - 2.3. promotion of the Offer in the form of flash box banners;
 - 2.4. promotion of the Partner in the rankings available to Users on the Platform;
 - 2.5. transferring copyrights to the made materials to the Partner;
 - 2.6. preparation of Announcement's language versions;
 - 2.7. completing other tasks instructed by the Partner.

V. GENERAL TERMS AND CONDITIONS FOR PROVISION OF SERVICES

1. The account allows the Partner, i.a. managing Announcement, managing Offer availability, updating invoice data, monitoring and controlling Orders
2. The Partner is obliged not to disclose the data used to log into the Account to any third parties and is fully responsible for any consequences, including any damages resulting from the disclosure of the password to third parties. SocialTravel undertakes to provide the Coordinator of the Partner with the data necessary to log into Extranet within 5 (five) working days from the day of signing the Contract.
3. The Partner's Supervisor will create a Profile within 5 (five) working days from the day of signing the Contract and providing the Partner with all necessary Source Materials.
4. SocialTravel makes every effort to ensure proper functioning of the Platform and

undertakes to ensure the continuity of the Services, subject to events and their effects, relating to:

- 4.1. malfunction of external, in relation to the Platform, websites, that remain beyond the control of SocialTravel;
 - 4.2. problems caused by loss of data due to reasons on the part of the Partner;
 - 4.3. unauthorized interference by the User or third parties into the Platform;
 - 4.4. case of Force Majeure;
 - 4.5. technical interruptions necessary for maintenance work of the Platform held by SocialTravel.
5. SocialTravel reserves the right to possible breaks in provision of the Services required for maintenance work, not longer than 2 (two) hours and not more than 12 (twelve) times a year. SocialTravel will notify the Partner of any such break with at least 24 (twenty-four) hours notice.
 6. SocialTravel is entitled to change the elements and functionality of the Platform or the Services and undertakes not to impair the quality of the Services. Such changes will not constitute an amendment to the Contract.

VI. PARTNER LIABILITIES

1. The Partner undertakes:
 - 1.1. to use the Platform in compliance with applicable law, rules of social coexistence and good morals, with due regard for the personal rights and intellectual property rights of third parties;
 - 1.2. to prepare and manage the Announcements properly;
 - 1.3. to provide Special Offer or Special Offers in accordance with the Contract and not to offer the same or similar Special Offers outside of the Platform;
 - 1.4. to consider the Orders fairly;
 - 1.5. to ensure the availability of the published Offer;
 - 1.6. to response immediately, but no longer than within 3 (three) working days, to the User's complaints concerning the Partner's Offers or Announcements;
 - 1.7. to adhere to the system of placing Orders and entering into Booking agreements or sales of Coupons, in accordance with the provisions of the Terms and Conditions, in particular, to respect the dates indicated therein;
 - 1.8. to release immediately SocialTravel from any Users' or third parties' claims relating to the Advertisements and Offers.
 - 1.9. to ensure the execution of the available Offer. If the Partner notifies about the cancellation of the Offer in less than 24 (twenty-four) hours prior to the execution of the Offer, he or she will be required to reimburse the commission for the tickets sold; except of the Offer cancellation caused by reasons that could not be foreseen and are beyond the control of the Partner, e.g. due to the Force Majeure understood as defined above;
 - 1.10. to ensure the execution of the Offer according to its description, for which the Booking agreement has been concluded between the User and Partner.
2. The Partner undertakes during the term of the Agreement:
 - 2.1. not to send marketing offers to the Users, excluding the Platform or SocialTravel;
 - 2.2. to offer the Users better prices within Special Offers than the prices offered outside of the Platform;
 - 2.3. in case of Offers with accommodation, to provide Users with alternative accommodation of the same or higher standard at Partner's own expense, in case of lack of the accommodation specified in the Order at the time of booking.
3. Failure to perform or improper performance of the commitments by the Partner, in particular, failure to update the Announcements, acceptance of an Order for unavailable Offer, or acting to the detriment of SocialTravel, may have the consequences, according to any of recognition of SocialTravel:

- 3.1. a warning addressed to the Partner by SocialTravel,
- 3.2. usage of the Platform subject to confirmation by the Partner of delivering Booking or Coupon
- 3.3. Account access lockout,
- 3.4. deleting the Announcement,
- 3.5. deleting the Account along with all Announcements placed therein and termination of the Agreement with immediate effect.

VII. ANNOUNCEMENTS AND OFFERS

1. The Announcement must be prepared in a fair and complete manner and cannot mislead the User. The Partner bears full responsibility for the Announcement content, including the responsibility for any errors or inaccuracies in the content.
2. The announcement should at least include:
 - 2.1. complete information about the Partner, his or her identifying data, in particular, about the company or entity with registered economic activity and the number under which it was registered;
 - 2.2. complete information about the Offer;
 - 2.3. payment terms for the Booking, including one of the payment methods provided by SocialTravel;
 - 2.4. the Booking terms, which are understood as the specific terms of the agreement between the Partner and the User, such as the terms of introducing the amendments or cancellation of the Booking agreement.
3. SocialTravel is not a part of any Booking agreement. SocialTravel does not enter into Booking agreements with Users. The Partner authorizes SocialTravel to mediate in payment settlements for the Booking or Coupon between the User and Partner.
4. The Partner each time providing Source Materials declares and warrants that they do not infringe the law, violate personal and property rights protecting any third parties or intangible property rights.
5. SocialTravel may refuse to start providing or suspend provision of Services if the Announcement or the Source Materials are incomplete, require modifications or amendments.
6. The Partner may not place Announcements which:
 - 6.1. violate the rights or personal properties of any third parties,
 - 6.2. are unsuitable for people under the age of 18,
 - 6.3. are obviously inconsistent with the principles of social coexistence or common moral and social standards or "netiquette" principles,
 - 6.4. promote websites that do not belong to SocialTravel.
7. SocialTravel does not control the Announcements and Offers on a regular basis. Especially, SocialTravel does not monitor the information contained in the Orders.
8. SocialTravel reserves the right to remove Source Materials that are inconsistent with the nature and purpose of the Platform.
9. The Partner grants SocialTravel with a time-limited (to the duration of the Contract) and unlimited territorially license, with the right of sublicense, for the use of the Source Materials and their marks, especially trademarks, in the exploitation areas determined by the scope of use of the Platform and marketing actions, in particular:
 - (1) in the scope of fixating and multiplying the subject of the license - the production of copies of the work in a particular technique, including printing, reprographic, magnetic recording and digital techniques;
 - (2) in the scope of distribution of the subject of the license - public performance, exposition, display, reproduction, broadcasting and rebroadcasting, as well as making the work publicly accessible to anyone in a location and time chosen by them.

VIII. RESERVATIONS AND COUPONS

1. The Partner acknowledges that the Contracts with the Users are concluded on the basis of the Announcements and undertakes to keep the availability of the Offers up to date and to ensure the completeness of the information contained in the Announcement.
2. Contracts between the Partner and the User are concluded in accordance with the Terms and Conditions.
3. The Partner receives information about the Order in form of Booking confirmation or Coupon via email or SMS. Order status information is also available in the Account.
4. In case of Booking on Demand, the contract between the Partner and the User is concluded as follows:
 - 4.1. after receipt of the relevant notice from the Platform, the Partner accepts the Order or rejects it using the appropriate functionality of the Account. The Partner should confirm or reject the Order within 24 (twenty-four) hours of receipt of the submission unless the Partners stated otherwise in the Announcement. After that time, the order is automatically rejected;
 - 4.2. upon the confirmation of the Order by the Partner, the Booking agreement is concluded between him or her and the User.
5. In the case of Instant Booking, the agreement between the Partner and the User is concluded by automatic confirmation of the Order or its rejection, according to the information regarding the Offer contained in the Extranet. Upon automatic sending of the Order confirmation, a Booking agreement is concluded between the Partner and the User. SocialTravel is not responsible for the consequences of the Order confirmation based on information provided to the Extranet by the Partner.
6. Booking in Voucher form is issued and forwarded by the Partner to the User in electronic form, to the email address of the User, immediately but not later than within 24 (twenty-four) hours after the conclusion of the Agreement.
7. After the conclusion of the Coupon sale agreement with the User, the Partner may not cancel the Coupon. The Terms regarding the Booking are applied, respectively, to the Coupons.
8. Payments settlements for the Booking or Coupon are made directly between the User and the Partner or through the Platform.

IX. ADDITIONAL SERVICES

1. In the event of necessity to carry out Additional Services, SocialTravel immediately, and not later than within 2 (two) working days from the day of necessity occurrence, will submit to the Partner:
 - 1.1. exact specification of the Additional Services;
 - 1.2. the method and timing of carrying out works related to the execution of the Additional Services
2. Upon Partner's confirmation of the conditions regarding the execution of the Additional Services, referred to in paragraph 1 above, a revision of Contract is concluded between the Parties and SocialTravel will proceed to implement the agreed scope of the revised Contract. Such revision does not require a written form.

X. PAYMENTS

1. The Parties settlement is executed as indicated in the Contract, in accordance with the principles set out in these GTC. Fees are expressed in gross amounts.
2. As a settlement period for payments for Services and Additional Services, the Parties accept a calendar month, subject to the commission charged by SocialTravel on Prepayment and Deposit, which are settled every time when the commission is paid by the User.
3. Commissions from Offers that are not settled through the Platform are due at the time of Booking.

4. SocialTravel Coordinator, at the end of the settlement period, will send the Partner the summary of the Fees for acceptance. The Partner will perform the acceptance within 2 (two) days from the date of receipt of the summary in question. If within this time the Partner does not accept the summary or submit his or her comments on this subject, then the summary of the given accounting month is considered accepted by the Partner within the time limit the Partner should have performed the acceptance. With summary acceptance, SocialTravel is authorized to issue a VAT invoice.
5. The Partner will pay the fee based on the VAT invoice sent by SocialTravel. The Partner agrees to receive invoices electronically.
6. As a date of payment we understand a date the payment was posted to the SocialTravel bank account.
7. The Partner agrees to deduct the Fees that are not settled in settlement periods from the Users payments that were paid for the Orders.
8. Fees will not be refunded if the Announcements are deleted or if the Order is canceled.
9. If the Partner fails to pay the fee, SocialTravel, after the repayment deadline specified in the Fee Reminder sent to the Partner's email address, is entitled to lock the Account with the possibility of re-activating it in case of settlement. If a Partner fails to settle the claim in redesignated deadline indicated by SocialTravel, SocialTravel is entitled to immediately terminate the Contract and delete the Account.
10. In case of non-performance or improper performance of the Contract by SocialTravel for reasons that lie on the Partner's part, SocialTravel may demand payment of the full remuneration for the performance of the Services.

XI. DURATION OF THE CONTRACT

1. The Contract is concluded for an indefinite period of time.
2. The Contract can be terminated:
 - 2.1. by the mutual agreement of the Parties at any time of the duration of the Contract,
 - 2.2. by each of the Parties with a one-month notice period, provided that the notice of termination shall be made in writing under pain of nullity,
 - 2.3. with immediate effect in case of gross violation of the Contract terms by one of the Parties.
3. The Parties agree that the Bookings made prior to termination of the Contract shall remain in full force and the Offers will be executed by the Partner. The relevant scope of the Contract remains in force until the Partner has executed the last active Booking.
4. Upon termination of the Contract, SocialTravel will remove from the Platform all Source Materials and Information of the Partner, and the Partner will irremediably lose access to the Platform.

XII. LIABILITY

1. SocialTravel provides the ICT infrastructure and ensures its efficient technical functioning and is responsible for the Platform and Services in the above-mentioned range. The Partner has the right to compensation claims on a general basis, subject to the following rules:
 - 1.1. SocialTravel will not be responsible for lost profits or damages that are not in direct cause and effect relationship with operation or omission of SocialTravel,
 - 1.2. SocialTravel is not responsible for content of Announcements and Offers,
 - 1.3. SocialTravel will not be responsible for a way Users use the Platform,
 - 1.4. SocialTravel is not responsible for errors in functioning of the Platform caused by User, Partner or any third party,
 - 1.5. SocialTravel is not responsible for execution of arrangements between User and Partner,
 - 1.6. SocialTravel is not responsible for the consequences of the use of provided to Partner access authorizing information by any third parties.

2. The Partner is responsible for any damages suffered by SocialTravel or third parties, arising out of any breach of the terms of the present Contract or terms and conditions of the Platform usage by the Partner, in particular by publishing on the Platform content that violates generally applicable laws or third parties' interests.

XIII. CONFIDENTIALITY

1. All data, information and documents relating to the business or economic activities of the other Party and related marketing, promotional and sales plans obtained directly or indirectly or unintentionally during the performance of the Contract, in particular any technical and commercial specifications of the Site or its affiliates and their Affiliates, will be treated, by SocialTravel and the Partner, as confidential data. Each Party undertakes not to disclose confidential information to any third party without the prior express consent of the other Party.
2. The confidentiality obligation shall continue for the duration of the Contract as well as for a period of 3 (three) years from the date of its termination, irrespective of the basis for termination.

XIV. PLATFORM DEFECTS

1. The Partner may make a complaint about the Platform if the Platform performs or performed in a manner inconsistent with the Contract due to SocialTravel's fault. Complaints should be reported to the SocialTravel Coordinator. Complaints should contain at least an indication of the Service and reasonable objections and remarks.
2. The complaint will be processed within 14 (fourteen) working days from the date of submission. The Partner will be notified via email about the outcome of the complaint procedure.
3. Filing a complaint does not release the Partner from the obligation to pay current or outstanding payments to SocialTravel.

XV. FORCE MAJEURE

1. During the operation of Force Majeure, the performance and duties of the Party, within the scope of operation of Force Majeure, shall be suspended. The suspension also applies to the liability of the Parties for non-performance of contractual obligations.
2. Each Party shall be obliged to promptly notify the other Party of the occurrence of Force Majeure.

XVI. FINAL PROVISIONS

1. The law applicable to the obligations arising from the GTC and the Contract shall be Polish law. In matters not regulated in these GTC or in the Contract, Polish law, in particular, the Civil Code, shall apply.
2. Concluded between the Parties Contract terminates and replaces any other written or oral arrangements, agreements, deals and Contracts within the scope of the content.
3. SocialTravel may transfer all or part of the rights and obligations under the Agreement to a third party.
4. Any disputes arising under the Contract shall be subject to the Polish courts of general jurisdiction. The Parties will use their best endeavours to resolve any dispute arising out of or in connection with this Contract amicably. In case of inability of an amicable settlement of the dispute by the Parties within one month, such dispute will be submitted to the judgment of Court of general jurisdiction for the main place of economic activity performance of the SocialTravel. In case of any disputes, Polish version of the GTC should prevail.
5. Present GTC enters into force on 28 May 2016.