

Terms and Conditions for Reservations

The conditions are binding for Agencies which use the Hotel Booking System, owned by Conso Sp. z o.o. with registered office in Wrocław at ul. Legnicka 55F, KRS: 0000356846. By making a reservation in the Hotel Booking System, the Agency agrees to accept, without limitation all of these terms and conditions of use, and acknowledges all the consequences of the following regulations.

Definitions and Terms

1. *Hotel Booking System* – Conso electronic system, which is used by Agencies to make hotel reservations on-line.
2. *Agency* – a person, a legal entity or an organizational entity without legal personality which by law is granted legal capacity, who runs a company registered under their name, who has access to Conso Hotel Booking System and who makes a Reservation for an accommodation using the Conso Hotel Booking System.
3. *Conso* – company Conso Sp. z o.o. located in Wrocław at ul. Legnicka 55F, 54-203 Wrocław, registered in the National Court Register by Wrocław – Fabryczna Regional Court VI Commercial Department under the number KRS: 0000356846, REGON: 021262436, Tax Id: PL894-29-98-563, with stocks of 50.000,00 PLN, which owns rights to the Hotel Booking System, enabling it to provide the Service.
4. *Accommodation Service or Service*– service or services provided by Conso, by means of the Hotel Booking System made available to the Partner.
5. *eCard* – online payment system, owned by eCard S.A., located in Gdańsk, KRS: 0000042304, which serves for electronic payments.
6. *Supplier* – an entity enabling the reservation of the Accommodation Service, providing descriptions of Services presented in the System, prices, availability and all other details displayed in the offer of an Accommodation Service.
7. *Customer* – a person, a legal entity or an organizational entity without legal personality which by law is granted legal capacity, having full capacity for legal actions in terms of appropriate regulations of The Civil Code, who is utilizing the Accommodation Service.
8. *Reservation* – a Service, which has been accepted for realization and confirmed by Conso and the Supplier by valid entry in the Hotel Booking System.
9. *Voucher* – a hotel voucher, an electronic document generated by the Hotel Booking System, which is a confirmation of the Reservation.
10. *Check-in Date* – date of Customer's planned arrival at the hotel (motel, pension or other hotel facility) and the commencement of utilizing the Service.
11. *Administrative Panel* – a module of the Hotel Booking System available to Agencies, which enables them to view the ordered Services.

12. *Invoicing Settlement Period* – a period of 7 calendar days, beginning from the payment date or the Check-in Date of the Service, whichever occurs earlier, for which Conso will issue invoices to the Partner.
13. *Commission Settlement Period* – a period of one calendar month, after which and for which the Agency is entitled to invoice Conso for the commission due for the Services rendered. The commission invoice is only approved for the Agencies which requested separate mark up applied in the accommodation rate.

Service Description

The Hotel Booking System is available on the website www.conso.pl only to the registered Agencies, after correct login. The Hotel Booking System enables Agencies to make Reservations for the Services. A proof of a valid Reservation is a confirmation page including Reservation number (for on-line payment mode additional confirmation email is sent to an email address provided by Agency during booking process). A Voucher, which is the confirmation of the Reservation for the Customer, can be found in the Administrative Panel. The information about the availability of the Service, description, price and other details related to the hotels in the Hotel Booking System are sourced directly from the Suppliers. Conso cannot be held responsible for the descriptions, pricing and availability information, or other details related to the hotel and Accommodation Services. The Service is provided by Conso in accordance with the conditions of the Reservation made in the Hotel Booking System.

Reservation

A Reservation is made by submitting a correctly filled-out reservation form and making the payment in accordance with the terms given by the Hotel Booking System at the moment of making the Reservation. Conso cannot be held responsible for the consequences of errors made in the form submitted by the Agency. The proof of making a Reservation in the Hotel Booking System is a confirmation including the Reservation's number. The Voucher is generated automatically by the Hotel Booking System once the Reservation is made. The Voucher is the only confirmation of the Reservation for the Customer. The Agency is the sole responsible for providing the Voucher to the Customer, as a proof of the Reservation made, prior to commencement of the Accommodation Service. The prices of the Services displayed in the Hotel Booking System include VAT.

Making changes in the Reservation

When the Reservation is made, Conso guarantees the Service equals the Reservation ordered in the Hotel Booking System. Any changes in the length of stay, Check-in Date, quantity and room category or the personal details (including name and last name) of the Customer (hotel guests) cannot be made after the Reservation is confirmed, unless Conso, upon the Agency's request, receives a confirmation of the possibility of making the change directly with the Supplier. Any change applied for confirmed Reservation may incur additional costs.

Additional Services Connected to the Accommodation Service

All additional services ordered by the Customer during their hotel stay, such as parking, pre-pay TV, phone calls, mini bar and others, not included in the Accommodation Service during the Reservation process in the Hotel Booking System must be paid by the Customer directly at the hotel. Conso cannot be held responsible for any costs of the additional services ordered by the Customer at the hotel.

Cancellation

Agency is allowed to cancel the Reservation, after Log-in to the Administrative Panel of the Hotel Booking System. Cancel policy is provided during the Reservation process and anytime later in the Administrative Panel. For every Reservation cancelled within Invoicing Settlement Period, Conso will issue an invoice to the Agency, in amount equal to the cancellation fee resulted from Suppliers policy. In case of cancellation Conso will refund the total cost of the Reservation to the Agency, provided it was earlier collected, reduced by the Supplier's cancellation fee. The amount will be refunded to the same bank account or payment card used before for the payment of Reservation. The Agency is not entitled to commission for cancelled Reservations.

Administrative Panel

Administrative Panel enables the Agency to review, fetch Voucher and cancel its Reservations according to the cancellation policy provided during Reservation. No other changes in the Reservation are possible in the Administrative Panel.

Payment for the Reservations

Payments for the Reservations of the Services are made via eCard by the payment card (Visa, Visa Electron, MasterCard, Maestro, MasterCard Electronic). In order to make the payment, the Agency will be redirected to the eCard website. The payment is processed according to the eCard regulations, described on the website: www.ecard.pl. The payment card will be charged for the cost of the ordered Reservation. A valid payment is required in order to make the Reservation in the Hotel Booking System. If the payment is not authorized successfully, the Hotel Booking System will deny the possibility of making the Reservation.

When a Reservation is ordered up to 5 days before the date of paid cancellation, the Hotel Booking System will allow the Agency to make the Reservation without prior payment. The Hotel Booking System will display the information about the possibility during the Reservation process. If the Agency chooses the delayed payment option, is required to contact Conso and make the payment no later than 3 days before the date of paid cancellation. If the payment is not made by the end of the aforementioned term, the Hotel Booking System will cancel the Reservation without additional fees.

Invoices for the Reservations

The Agency makes all the payments for Reservations directly to the Conso and to the bank account provided by Conso.

Within three days from the end of the Invoicing Settlement Period Conso will invoice the Agency for all the ordered Services and paid cancellations made in the given Period. The invoices issued by Conso will be sent to the Agency via e-mail.

Agency's Commission

The Agency which requested of Conso to apply the Agency's mark up on the prices of the Services in the Hotel Booking System is entitled to the commission established. The commission is calculated on the gross price of the Reservations completed in the given Commission Settlement Period. Agreed percentage commission, calculated on the aforementioned basis, is a gross amount.

In a period of 10 days following Commission Settlement Period, Conso will prepare a report of all the Reservations completed, based on Check-In Date for the Agency. The report entitles the Agency to invoice Conso for the commission due for the Reservations completed. The invoice should be sent to Conso by e-mail to the address office@conso.pl with due date of 14 days.

Complaints

Any Customers' complaints concerning the hotel stay (the Service) should be made directly at the hotel and to the Agency during the hotel stay or, in justified cases, within 48 hours from the Check out date. The Agency is exclusively responsible for informing the Customer about the complaint submission rules directly after making the Reservation. The Agency is obliged to report to Conso all the complaints made by the Client with no delay, by means of an e-mail sent to the address office@conso.pl. The Agency acknowledges and undertakes to inform the Customer that any delay in making a complaint, especially at the hotel directly and further to the Agency, may cause difficulties in settling the complaint. In case the complaint is not made directly at the hotel, or the complaint is delayed or not reported to Conso by the Agency, it may result in the Agency being liable for the Customer's claims and, in particular, charged with the costs of the complaint.

Personal Data Protection

Conso complies with the valid regulations of personal data protection, concerning securing personal data of the Agent and the Customer. Conso acts as a data controller of the personal data of the Agencies and Customers and states that the data will be processed by Conso Sp. z o.o. in order to fulfill the terms of the agreement made via the Hotel Booking System. By making the Reservation the Agency agrees that the Agency's and the Customers' personal data will be added to Conso's database. The Agency similarly consents to making their personal data available to third parties, in particular to the Suppliers and hotels partaking in the Service delivery. The Agency hereby confirms their rights to access and correct their

personal data and that providing their personal data is voluntary. At the same time, the Agency acknowledges that rejection of personal data processing may render providing the service impossible. Regardless of the above, the Agency is responsible to inform the Customer that Conso Sp. z o.o., located in Wrocław is the personal data controller, to inform the Customer about all the personal data regulations and to obtain Customer's written consent to process their personal data by Conso and the Suppliers. The Agency is responsible to fulfill all the subsequent obligations, including the obligation to provide information in accordance with The General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council from 27 April 2016. The Customer's personal data will be processed by Conso only in order to provide the Service and in compliance with respective regulations.

Other Issues/Liability

Conso cannot be held responsible for any errors or unavailability of the eCard platform, the Suppliers' systems, nor for the temporary suspension of the Hotel Booking System. Conso reserves the right to make changes in the Terms and Conditions for Reservations. All the changes will be communicated to the Agency via e-mail or published on the website www.conso.pl. The intellectual property rights, the software and the content (including the copyright) used in the Hotel Booking System are owned solely by Conso and its Suppliers.

Any queries regarding these Terms and Conditions should be forwarded via email to hotel@conso.pl.