

# CONDITIONS FOR ON-LINE RESERVATION

## RULES REGARDING PROVISION OF SERVICES BY ELECTRONIC MEANS

in Hotele Diament S.A. for websites: “[www.hotelediament.pl](http://www.hotelediament.pl)” and “[www.diamentustron.pl](http://www.diamentustron.pl)”

### INTRODUCTION

Hotele Diament S.A. introduces these Rules to implement provisions of the Act of 18 July 2002 on Providing Services by Electronic Means (Dz. U. 2002. No. 144, item 1204, as amended) and undertakes to adhere to it.

### 1. General Provisions

1.1. For the purposes hereof, the following definitions apply:

- a. Act – Act of 18 July 2002 on Providing Services by Electronic Means (Dz. U. 2002. No. 144, item 1204).
- b. ICT system – a set of IT devices and software tools working together to provide processing and storage as well as sending and receiving data through telecommunications networks using a terminal appropriate to the type of the network within the meaning of the telecommunications law,
- c. Services provided by electronic means – provision of a service that occurs through sending and receiving data using ICT systems, at the individual request of the Service Recipient, without an immediate presence of the parties, with an understanding that the data is being transmitted through public networks within the meaning of the telecommunications law.
- d. Means of electronic communication – technical solutions, including ICT equipment and software tools working with it, that enable individual remote communication using data transmission between ICT systems, in particular via email,
- e. Service Provider – Hotele Diament S.A. seated in Zabrze (41-800), ul. Cisowa 4, KRS No.: 0000355866, whose register files are kept by the District Court in Gliwice, 10th Division, NIP No.: 645-000-06-06, REGON No.: 270521860, share capital: PLN 86 000 000.00, phone: 32 721 10 55, fax: 32 721 10 56, email: sekretariat@hotelediament.pl,
- f. Service Recipient – an entity using Service Provider’s services who is a party to an agreement for providing services, is a natural person, a legal person or a non-corporate entity and undertakes to observe these Rules. The Service Recipient is also an entity that orders provision of certain services by electronic means on the terms and conditions specified hereinbelow. The Service Recipient may be a Guest, as well.
- g. Guest – a person that uses hotel services provided by the Hotele Diament S.A. This person may be the Service Recipient, as well.
- h. Registration form – on-line form placed on the Service Provider’s websites, used for registration of the Service Recipient in the system.
- i. On-line reservation – hotel reservation made in the system in the real time.

1.2. The operator of the services [www.hotelediament.pl](http://www.hotelediament.pl) and [www.diamentustron.pl](http://www.diamentustron.pl) is Hotele Diament S.A. seated in Zabrze (41-800), ul. Cisowa 4, KRS No.: 0000355866, whose register files are kept by the District Court in Gliwice, 10th Economic Division, NIP No.: 645-000-06-06, REGON No.: 270521860, share capital PLN 86 000 000.00, phone: 32 721 10 55, fax: 32 721 32 721 56, email: sekretariat@hotelediament.pl,

1.3. Before starting to use the services provided by the Service Provider via a website, the Service Recipient undertakes to read these Rules and declares that they accept their provisions without the necessity to prepare a separate agreement.

### 2. General terms of providing services by electronic means.

2.1. The Service Provider provides services to the Service Recipient to the extent and under the conditions laid down in these Rules.

2.2. The Service Recipient undertakes to observe these Rules.

2.3. The Service Recipient is obliged to comply with the prohibition against abusing the means of electronic communication and shall not deliver to or through the Service Provider's ICT system any content that could cause failure or overloading of the Service Provider's ICT systems or infringe the interest of third parties or violate generally accepted social norms or content that is illegal under the currently applicable laws.

2.4. The Service Provider reserves the right to conduct maintenance works for the ICT system that may cause inconveniences or prevent Service Recipients from using the services.

2.5. In special cases that impact the safety and stability of the ICT system, the Service Provider has the right to temporarily suspend or limit the provision of the services without notifying the Service Recipient in advance and conduct maintenance works aimed at restoration of the safety and stability of the ICT system.

2.6. The Service Provider guarantees the Service Recipients the secrecy of communication ("telecommunication secrecy"), which includes the information provided via the public Internet, data referring to and entered by the Service Recipients only within the Service Provider's ICT system and only in the case where the information covered by the "telecommunication secrecy" is not public on principle and its disclosure is not necessary to properly render the service that they apply to. The information covered by the "telecommunication secrecy" may be disclosed only in the cases specified by the agreement or legal regulations.

2.7. The information covered by "telecommunication secrecy" may be processed by the Service Provider only when their processing is subject to the services provided to the Service Recipients, is necessary for their proper performance or supervision over the proper functioning of the Service Provider's ICT system.

2.8. The information about the changes in the method of and the extent of providing services by the Service Provider and the information that needs to be delivered to the Service Recipient pursuant to Article 6 of the Act on Providing Services by Electronic Means will be accessible to the Service Recipient via a website or/and an information bulletin sent via email.

2.9. In order to provide proper usage of internet services and the Services provided by electronic means by Hotele Diament S.A., the Service Recipient's personal computer or mobile device needs to satisfy the following minimum technical requirements:

- having an internet access
- having a web browser installed – Mozilla Firefox recommended
- having a current, active and properly configured e-mail account.

When using the website, cookie files are installed on the Service Recipients ICT system. Allowing installation of cookies constitutes a requirement of using the website.

### **3. Types and extent of services provided by electronic means**

3.1. The Service Provider provides electronically services in the scope of:

- a. On-line reservation of hotel services in the Service Provider's hotels.
- b. Information and promotional services for their own products and services or the business partners and customers.

3.2. On-line Reservation

3.2.1. Reservation process

- a. Reservation in the services [www.hotelediament.pl](http://www.hotelediament.pl) and [www.diamentustron.pl](http://www.diamentustron.pl) are conducted by executing the operations prescribed by the automated reservation system, completing the registration form and ordering the required payment if the pricing conditions of the offer require the Service Recipient to do so.
- b. The Service Recipient bears total responsibility for consequences of providing incorrect details in the registration form by the Service Recipient.
- c. The prices presented in the system are given for one room for one night and contain VAT tax. They may include also other benefits specified in the description of the offer price. If an offer includes a breakfast or includes other services, such information is given in the description of the price displayed in the system at the time of making the reservation. Services that are not covered by the order (e.g. additional accommodation, parking space) need to be paid for on the spot by the customer.
- d. The currency for the payment is Polish zloty (PLN). The prices presented in another currency are for informational purposes only and any differences in this respect may be due to the differences in exchange rates applied by the Service Recipient's credit card service center or the Service Recipient bank.

e. In case of bank transfers, all payments related to them are borne by the Service Recipient.

#### 3.2.2 Making a payment and invoicing

- a. Payments are made directly during the process of on-line reservation. If making a payment is a required for its confirmation, the Service Recipient will be informed thereof. The reservation is considered guaranteed only after a prepayment in the amount specified by the hotel has been made. The amount of the prepayment is specified in the conditions of the price offer.
- b. For reservations that do not require prepayment or when the prepayment does not cover 100% of the value of the reservation, the Service Recipient is obliged to settle payments in accordance with the terms of the price offer.
- c. Credit card authorization and settlement of payments is performed by an external entity through direct connection to the server of the payment card processor.
- d. Hotele Diament S.A. are obliged to issue a VAT invoice in accordance with the tax laws and regulations applicable in Poland.

#### 3.2.3. Confirmation of the reservation

- a. The reservation is considered to be complete when the system assigns a reservation confirmation number.
- b. The services [www.hotelediament.pl](http://www.hotelediament.pl) and [www.diamentustron.pl](http://www.diamentustron.pl) confirm reservation automatically after payment is made or without making payment should the offer pricing conditions allow to do so. The reservation confirmation message is generated on the Service Recipient's screen.
- c. In addition, the system automatically generates an email confirmation sent to the Service Recipient's address indicated in the form.

#### 3.2.4. Service operator's scope of responsibility

- a. For security reasons or any other causes beyond the control of the operator, they have the right to temporarily suspend access to the service for the period necessary to remove any threats or irregularities.
- b. If during the service the Guest finds a defective performance of the agreement (i.e. one that does not comply with the reservation conditions and the description of the service/product posted on the system websites), they should immediately notify the service contractor.

#### 3.2.5. Conditions for changes and cancellations

- a. The reservation can be canceled in accordance with the conditions laid directly in the price offer.
- b. A change or cancellation of reservation should be performed in the system.
- c. In the event the cancellation applies to a reservation of a special offer, the conditions laid directly in its price offer are considered binding.
- d. Repayment will be made in a form that corresponds to the made payment.
- e. Repayments shall occur no later than within one week (7 days) from the day the person making the reservation wanted to start using the service.

3.3. The information and promotional services regarding the Service Provider's own products and services and business partners or contractors.

3.3.1. Information and promotional services provided through services [www.hotelediament.pl](http://www.hotelediament.pl) and [www.diamentustron.pl](http://www.diamentustron.pl) include:

- a. newsletter subscription
- b. contacts with individual hotels that belong to Hotele Diament S.A. in order to obtain information on the services they provide.

#### 3.3.2. Newsletter subscription

- a. Newsletter subscription shall be provided to the persons who ordered this service via a form on the Service Provider's webpage.
- b. Ordering the services involves: entering a valid email address into the form and confirming the subscription by accepting an email message sent automatically to the specified email address.
- c. One can unsubscribe from the newsletter at any time.

3.3.3. Contacts with individual hotels to obtain information on the services they provide.

- a. Filling in the contact form details in the services [www.hotelediament.pl](http://www.hotelediament.pl) and [www.diamentustron.pl](http://www.diamentustron.pl) causes sending a query to the relevant department of Hotele Diament S.A.
- b. The Service Recipient will receive a response from the relevant department – from an employee of Hotele Diament S.A.

#### **4. Conditions for conclusion and termination of agreements**

- 4.1. For reservation of the Service Provider's hotel services, conclusion of an agreement occurs once the Service Recipient received a confirmation of the reservation, including the receipt of the reservation confirmation number.
- 4.2. Resignation and termination of the agreement for hotel services is possible under the conditions specified directly in the price offer of the reserved hotel service.
- 4.3. The Service Recipient is not entitled to withdraw from the reservation agreement for the hotel service, in accordance with Article 38 (12) of the Act of 30 May 2014. on Consumer Rights (Dz. U. of 2014, item 827) ("Consumer Rights Act").
- 4.4. In case the Service Recipient expresses consent to being provided information and promotional services, the Service Provider will send or publish a newsletter that will appear only after the above-mentioned consent has been expressed.
- 4.5. Promotional or commercial information is considered to be ordered if the Service Recipient has consented to receive such information by registering in the Service Provider's IT system, and particularly has provided their e-mail address for this very purpose.
- 4.6. At any time the Service Recipient may unsubscribe from the offers or modify their settings via the newsletter or through direct contact with the Service Provider email.
- 4.7. The withdrawal from the subscription mentioned above is equivalent to termination of the agreement for provision of services by electronic means in the scope of information and promotion services.
- 4.8. The Service Recipient is not entitled to send unlawful content to the Service Provider.

#### **5. Personal data protection**

- 5.1. The services [www.hotelediament.pl](http://www.hotelediament.pl) and [www.diamentustron.pl](http://www.diamentustron.pl) collect data from the used forms. The form includes the required field whose completion is necessary as well as additional fields, which may be filled in by the Service Recipient. The data provided in this form are processed for purposes related to the specific function of the form.
- 5.2. The data stored and processed by Hotele Diament S.A. on terms and conditions specified in the Act on Protection of Personal Data, the Act on Providing Services by Electronic Means and the Privacy Policy.
- 5.3. The Service Recipient has the right to access their data and correct, change and delete it.
- 5.4. Providing personal data by the Service Recipient is entirely voluntary.
- 5.5. The detailed rules for the protection of personal data are contained in the Privacy Policy, which is an integral part of these Rules.
- 5.6. By using the websites that belong to Hotele Diament S.A. in any way, the Service Recipient accepts the rules contained in the Privacy Policy published in the services [www.hotelediament.pl](http://www.hotelediament.pl) and [www.diamentustron.pl](http://www.diamentustron.pl).

#### **6. Consent to the processing of personal data**

- 6.1. The Service Provider informs that, pursuant to Article 18 of the Act on the Protection of Personal Data, they have the right to process the personal data of the Service Recipient in accordance with and in scope specified in the above-mentioned act for the purposes of the performance of the on-line reservation in the hotels run by Hotele Diament S.A. seated in Zabrze. The Service Provider will receive such information from registration or logging into the system.
- 6.2. The administrator of the personal data is: Hotele Diament S.A. seated in Zabrze (41-800), ul. Cisowa 4, entered into the Register of Entrepreneurs of the National Court Register (KRS) by the District Court in Gliwice, 10th Economic Division, with the KRS No.: 355866, NIP number: 645-000-06-06, which provides services electronically and stores and accesses information in the User's devices and SABRE POLSKA Sp. z o.o., the District Court for Kraków-Śródmieście in Krakow, 11th Economic Division of the National Court Register, National Court Register (KRS) No. 0000052497, address: ul. Wadowicka 6D, 30-415 Krakow, NIP No.: 677 215 5817, REGON

No. 357221300, share capital: PLN 2,650,000. The Service Recipient has the right to request to see their personal data and correct them.

6.3. The Service Provider undertakes not to send to the Service Recipient, be it via electronic means of communication or by phone, any commercial information within the meaning of the Act of 18 July 2002 on the Provision of Services by Electronic Means (Dz. U. No. 144, item 1204 as amended) with the exception of the commercial information that the Service Recipient has expressed a consent to receive via registration in a website registration form provided by the Service Provider (providing email address and phone number is necessary).

## **7. Complaint procedure**

7.1. Complaints may be submitted due to:

- a. Failure to meet the date of commencement of providing services for the Service Recipient due to reasons attributable to the Service Provider.
- b. Non-performance, improper performance or faulty settlement of services.

7.3. The complaint may be filed within 30 days from the day the service was performed or supposed to be performed.

## **8. Transitional and final provisions**

8.1. Any matters not governed herein shall be regulated by relevant provisions of the Polish Civil Code (Dz. U. of 1964, No. 16, item 93, as amended), the Act on Providing Services by Electronic Means (Dz. U. 2002. No. 144, item 1204, as amended) and other legal regulations in force.

8.2. The Service Provider reserves the right to make changes hereto with an understanding that the version of the Rules being in force at the time of placing the order by the Service Recipient shall be applicable for the reservations made before the change of the Rules.

8.3. Published on 25 December 2014.