

Magello Terms and Conditions of Use

§ 1

Definitions

The words and expressions used in these terms and conditions shall have the following meanings:

- a) Client – a natural person, a business entity without legal personality, or a legal person being an entrepreneur or foreign entrepreneur within the meaning of Act on Freedom of Economic Activity dated 2 July 2004, which offers participation in the Events to the Users via the Website.
- b) Account – a part of the Website available to the Client, which allows adding offered Events and management of information regarding the Events, namely information on Users, number of registrations, in particular Events and services offered within such Events, as well as liabilities towards the Company for the use of the Website. Each time of accessing the Account, providing login and password shall be required.
- c) Profile – a part of the Website available to the Client including information on: (i) User, (ii) Events offered by the Client, (iii) Events which the User registered for, (iv) payments made and payments due towards the Client for the participation in the Events. Each time of accessing the Profile, providing login and password shall be required.
- d) Terms and Conditions of Use – these Terms and Conditions. Accepting these Terms and Conditions shall be a requisite condition to use the Website by the User, including Signing-up.
- e) Signing up – obtaining access to individual Profile on the Website by the User.
- f) Website – Internet Website operating at magello.net together with all subpages of the Company.
- g) Company – limited liability company under the business name of AppInspired sp. z o.o. with its registered seat in Warsaw (02-703), ul. Pejzażowa 2/1003, entered in the Register of Entrepreneurs maintained by the District Court for the capital city of Warsaw, 13th Commercial Division of the National Court Register under KRS number 0000540465 (hereinafter referred to as the Company).
- h) Defect – failure to use the Website by the Client or Users in the manner specified herein due to the reasons attributable to the Company.
- i) User – every natural person using the Website, including a person acting on behalf of legal persons and business entities without legal personality, registering for the Events organized by the Client via the Website.
- j) Event – planned or ongoing service provided by the Client, in particular tourist service offered to the Users via the Website.

§ 2

General Provisions

1. The Website's objectives shall be to enable the Client to offer Users participation in the Events, and in this respect to enter into distance contracts with the Users and provide them with the possibility to register for the Events in person or on behalf of third parties.
2. The Company shall render the following services to the Client:
 - a) maintenance of the Website;
 - b) providing the Users with access to the Website, including Profiles;
 - c) enabling the Client to enter into contracts on participation in the Events with the Users;

- d) processing of personal data of the Users and third parties participating in the Events;
 - e) maintenance of the Account;
 - f) receiving information on the number of Users and third parties registered for the Events or data of such persons;
 - g) receiving information on the services which the Users and third parties are willing to use during the Events.
3. The Company shall not render any services in favor of the Users, excluding the services specified in the Act on Rendering Electronic Services dated 18 July 2002.
 4. The Company shall be a service provider within the meaning of the Act on Rendering Electronic Services dated 18 July 2002.

§ 3

Client

1. Use of the Website by the Client shall be conditional upon creating the Account.
2. Upon creating the Account by the Client, an agreement on the provisions of services shall be made with the Client with the wording resulting herefrom, subject to the fact that the amount of charges incurred by the Client as the remuneration for the services rendered by the Company shall arise from the option selected by the Client during the process of creating the Account.
3. Detailed scope of services rendered in favor of the Client shall depend on the option the Client has selected. Individual services may be rendered in packages specified by the Company. In such case the scope of services rendered in favor of the Client shall depend on the option of services packages selected by the Client.
4. In order to create the Account, the following shall be required: (i) business name of the Client's company, name and surname of a person acting on behalf of the Client, the Client's registered address, e-mail address, NIP tax identification number, login and password for the Account and sub-domain, at which the Website will be available for the Users, as well as (ii) accepting these Terms and Conditions of Use.
5. Both the Client and the person acting on the Client's behalf while creating the Account, shall have full legal capacity.
6. Only an authorized person shall act on behalf of the Client.
7. One Client shall have only one Account.
8. The Company shall be entitled to confirm the identity of the Client and the person acting on the Client's behalf.
9. Identity confirmation may be carried out by request to provide the documents certifying the Client's entry to a relevant register or record, as well as identity card or other identity card of a person acting on Client's behalf via e-mail or request to send the copies of the documents listed above certified by a notary to the Company, or to verify the above documents in person by the Company's representative.
10. The manner of the Client's identity confirmation shall be selected by the Company.
11. The Client may personalize the Website's appearance for the Users, who will be directed to the Website from the Client's website, in particular by posting Client's own logo in jpg or png format in the top left corner of each sub-website in the part of the Website which is visible for the Users. Detailed scope of changes possible to be performed by the Client shall be specified each time at the sub-website of the Website in the 'Company's Profile' tab.

§ 4
User

1. Signing up by the User shall be requisite for registering for the Events offered by the Client.
2. The Website enables collecting the Users' data selected by the Client, in particular:
 - a) name;
 - b) surname;
 - c) date of birth;
 - d) identity card number;
 - e) PESEL personal identification number;
 - f) e-mail address;
 - g) telephone number.
3. The Client shall individually specify which data the User is obliged to provide while signing up and which information the User may include in the Profile.
4. Upon signing up, the User provides login and password enabling the User to access the Profile.
5. The User shall receive access to the Website as a part of the Client's website. During the use of the Website, the User shall only see the Events offered by the Client, from whose Internet website the User has been directed to the Website.
6. One User may sign up for unlimited number of times, subject to the fact that a separate Profile for the User will be established each time upon signing-up. Within each Profile, the User will only have access to the information on the Events organized by the Client, from whose internet website the User was directed to the Website at the moment of signing up resulting in the creation of a given Profile.

§ 5
Profile

1. Upon Signing-up for the Website, a Profile shall be created, which enables the User to do the following:
 - a) view the Events offered by the Client;
 - b) register for the Events in person or on behalf of third parties;
 - c) be directed to the website selected by the Client to make payment for the participation in the Event;
 - d) view information on the Events for which the User registered;
 - e) view information on the payments made by the User for the participation in the Events;
 - f) view and correct information on the User provided during Signing Up.
2. Learning about the Events offered by the Client will be possible on the Website's subpage available under the 'Events' tab. Such subpage will be the first subpage visible for the User after directing the User to the Website from the Client's website.
3. Registration for the Events will be possible on the Website's subpage available after the User has selected a link to a given Event at the subpage on the Website in the 'Events' tab.

4. Checking information about the Events for which the User registered will be possible on the subpage of the Website available in the 'Reservations' tab. The subpage will cover a list of future and past Events, for which the User registered together with the name, dates and number of participants of the Event provided by the Participant, as well as the price for the participation in the Events by the registered Users, remaining payment and information on the payment status. The User will also have the possibility to select a link to the Website's subpage including all the information shared by the Client with respect to a given Event.
5. Checking information on the payments made by the User for the participation in the Events will be possible on the Website's subpage in the 'Payments' tab. The subpage will cover the list with dates of individual payments, paid amounts, method of payment, name of the Event settled by a given payment, status of payment for participation in a given Event. In the case of the User's failure to make the full payment for the participation in the Event, the User will have the possibility to select a link to a transactional website in order to make the payment of missing amount.

§ 6

Events

1. Upon creating the Account, the Client may add Events offered to the Users.
2. The Event shall not concern activity prohibited by the Polish law.
3. If the completion of the Event requires licenses, permits, special entitlements, as well as qualifications or fulfilling conditions pursuant to applicable law, the Client shall meet such requirements on its own.
4. The Company shall not verify the data posted on the Website regarding the Events in terms of its accuracy, reliability, compliance with law and these Terms and Conditions of Use.
5. Each Event shall be presented to the User on separate subpages on the Website.
6. By posting the Event, the Client may specify its course, in particular:
 - a) nature of the Event;
 - b) location where the Event takes place;
 - c) duration of the Event;
 - d) accommodation;
 - e) meals;
 - f) transport;
 - g) number of the Event's participants;
 - h) number of available places in the Event;
 - i) additional services;
 - j) price for the Event or particular services within the Event.
7. The Client may also – within the functionality available on the Website – add other information regarding the Event. The Client may post a link to a subpage of each Event presented to the Users of the Website in the form of a photograph. The Client may also post a photograph on the Event's subpage presented to the User.
8. While registering for the Event, the User shall be entitled to:
 - a) specify number of persons who are registered in the Event by the User;
 - b) provide personal data of the User or third parties registered in the Event by the User on their behalf as indicated by the Client;

- c) selection of accommodation conditions among the options provided by the Client;
 - d) selection of catering/ meals among the options provided by the Client;
 - e) selection of transport among the options provided by the Client;
 - f) selection of other services among the options provided by the Client;
 - g) accepting all services selected within the Event and total price for the participation in the Event;
 - h) specification of the method of payment of the price among the options provided by the Client;
9. Upon accepting all the services selected within the Event, as well as the total price for participation in the Event and selecting method of payment via transactional website, the User shall be directed from the Website to the transactional website selected by the Client in order to settle the payment.
10. After making the payment via transactional website, and in the case of selecting a transfer or payment in cash as a method of payment directly after accepting all the services selected within the Event, as well as the total price for the participation in the Event, the User shall be directed to its Website to the subpage with the list of Events for which the User registered.
11. The Website enables the Client to use the transactional websites offered by:
- a) PayU
- The Company shall reserve the right to complete the list of available transactional services. The Company shall reserve the right to cease enabling the use of individual transactional websites in the case that the provision of such services has been ceased by the transactional website operators or in the case of significant changes in the technology of access to such websites. In such event, the Company shall notify the Client on the necessity to change the operator of the transactional website within the shortest possible period of time.
12. Selection of transactional websites available to the Users among the ones provided for in § 6 Section 11 herein, shall be made by the Client.
13. Number of Events simultaneously offered by the Client shall be unlimited.

§ 7

Charges

- 1. The financial terms of use of the Website, including charges for individual services provided by the Company within the Website, shall be specified by the Price List of Services, attached as schedule hereto.
- 2. The Company will not charge the Users for accessing the Website.

§ 8

Copyrights, related rights, industrial property rights, *sui generis* and moral rights

- 1. The Events presented on the Website or content of the Events' description, in the case of constituting the subject of exclusive rights (copyrights, related rights, industrial property rights, *sui generis*) shall be an individual work of the Client, and if the rights are enjoyed by third parties or if the Events are derivative works, the Client is obliged to obtain all the rights for the presentation of the Events or content of the Events' description, i.e. permit for the use of all works, subject matter of related rights, trade marks, industrial designs, geographical indications or other similar subject matter of exclusive rights posted on the Website without limitation as to the location, time, number of copies within the following fields of use:

- a) recording by any method;
 - b) storing into computer's memory, copying of the records and posting them on the Website;
 - c) permanent or temporary copying of a computer record in full or in part by any method and in any form;
 - d) dissemination for information and marketing purposes including advertising by any method, irrespective of standard, system and format, inclusive of transmission through cable networks, wireless networks (terrestrial or satellite), rebroadcasting, making available to third parties in the place and time they selected;
 - e) development, arrangement, adjustment, change to layout or any other change in a computer record, with the right to copy the results of such changes,
- and shall allow the Company to use the listed subject of exclusive rights in the above scope.
2. The permit specified in Section 1 above shall be granted by the Client for indefinite period of time and may be terminated only upon the removal of the Account.

§ 9

Liability

1. The Company shall not be liable for the content of the information posted by the Client, in particular for the Events' accuracy, reliability and compliance with applicable law, as well as the Events implementation as provided for in the Agreement.
2. Neither the Event nor its description on the Website shall infringe third parties rights, in particular copyrights, industrial property rights and moral rights protected in the territory of the Republic of Poland, nor shall be an act of unfair competition.
3. In the case of being informed that the Event or its description posted on the Website violates third parties right, in particular copyrights, industrial property rights and moral rights protected in the territory of the Republic of Poland, or it is an act of unfair competition, the Company shall request the Client to respond to such information and present evidence in support of the Client's statement. In the case of failure to respond or to provide sufficient evidence in support of the Client's statement, the Company shall be entitled – at its discretion – to immediately prevent the User from accessing such Event or certain information included in its description.
4. Upon receiving an official notice on unlawful nature of the Event, its description or other data posted on the Website by the Client, the Company shall be entitled – at its discretion – to immediately prevent the User from accessing such Event or certain information included in its description.
5. The Company shall not be liable for the damages ensued from posting the Event on the Website.
6. The Company shall not be liable for failure to achieve commercial purposes planned by the Client, in particular to obtain the minimum number of registration for participation in the Event.
7. In the case of third parties' claims, in particular in terms of the violation of copyrights, related rights, industrial property rights, moral rights and other civil-law claims, the Client shall immediately release the Company from any liability, in particular shall join the dispute as intervening party in the cases specified by the provisions of law – the Client shall exempt the Company from the proceedings or shall act against such claims at the Client's own expense and risk, and furthermore, shall satisfy any claims, and in the case of awarding payment against the Company, the Client shall reimburse all the claims and rates paid unduly, as well as any related expenses and fees including the costs of the proceedings and attorney's fees.

8. So far as permitted by applicable law, the Company's liability shall be limited to the liability for direct damage and to the amount, which was paid or was supposed to be paid by the Client for services specified herein provided by the Company to the Client during the period of rendering the services or within 12 months prior to the Events, whichever is the earlier date. Such limitation shall be applicable irrespective of the fact that the ground for filing the claim is violation of the agreement, prohibited act, exclusive liability, violation of warranty or guarantee or other legal construct.
9. So far as permitted by applicable law, the Company shall not be liable for indirect, consequential and incidental damage, as well as special damages, loss of profit or income, interruption of business activity, or loss of commercial information in connection with the provision of services arising from these Terms and Conditions of Use, even in the case in which the notification on the possibility of occurrence of such damages has been delivered to the Company or if there were grounds for foreseeing the possibility of occurrence of such damage.
10. In the case of exceeding the dates for rectifying the Defects specified in § 11 Section 2 of the Terms and Conditions of Use, the Company shall pay – at the Client's request submitted within one month from the lapse of period for rectifying the Defects – a contractual penalty of 10% of remuneration to be paid for the Company by the Client for the provisions of services arising herefrom in the month in which the Defect occurred per each such case, however the amount shall not be higher than a monthly remuneration due in a given month.
11. The Parties shall not be liable for any failure to perform or improper performance of obligations arising herefrom caused by the reasons beyond the parties' control (such as fire, explosion, power supply failure, earthquake, flood, heavy rainstorm, strike, embargo, negotiations between an employer and employees, acts of state or military authorities, war, acts of terrorism, including cyber-terrorism, fortuitous events, acts or omissions of ICT networks providers, acts or omissions of governmental bodies or administrative units, including adoption of law or establishing provisions or other legal acts influencing the provision of services). The Section shall not apply to the Client's payment obligations.

§ 10

Technical Conditions for Using the Website

1. In order to properly use the services provided within the Website, the following shall be required:
 - a) a device enabling accessing the Internet (a computer with the resolution width of minimum 1024 px is recommended);
 - b) Internet connection;
 - c) installation of the software which enables familiarizing with the materials available via the Internet (the newest version of web browsers), including operating javascript technologies;
 - d) agreeing on placing cookie files;
 - e) access to the Profile of e-mail address.

2. It shall be prohibited to use the software which:
 - a) enables unauthorized access to the Website,
 - b) blocks the access to the Website, including Profiles for Users or Accounts for Clients.
 - c) enables impersonating the Users.

§ 11

The Quality of Services Provision

1. The Company shall exercise its best efforts to provide the Client and the Users with continuous use of the Website within the scope of any available functionalities arising from these Terms and Conditions of Use.
2. The above mentioned time limits shall be calculated only in business days from Monday to Friday.
3. The Client shall report a defect by e-mail at reklamacje@magelloapp.com.
4. In order to optimize the access and use of the Website, update of the Website's software shall be performed by the Company. In such case, the Company shall notify the Client on the planned update with a 3-day notice. Inaccessibility of the Website service or disruption of its operation during the update process upon prior notification of the Client, for no longer than 24 hours shall not be deemed as Defect.

§ 12

Entrusting Users' Personal Data Processing

1. The Client, as an administrator of personal data within the meaning of Article 7 point 4 of the Act on the Protection of Personal Data dated 29 August 1997, shall entrust the Company with processing personal data in accordance with Article 33 of the above mentioned Act within the scope specified below.
2. The Client shall be the only administrator of the personal data entrusted to be processed.
3. The Client shall not be entitled to entrust the Company with processing of personal data, specified in Article 27 Section 1 of the above mentioned Act (i.e. sensitive data).
4. After the completion of services arising from these Terms and Conditions of Use in favor of the Client, the Company shall not be entitled to use the personal data entrusted to be processed by the Company in any way and shall be obliged to immediately delete these data. The Company shall deliver a protocol of personal data deletion to the Client within 7 days of its completion.
5. While processing personal data, the Company shall be obliged to apply physical and organizational protection measures laid down in Articles 36-39a of the Act and Regulation of the Minister for Internal Affairs and Administration of 29 April 2004 on documentation of personal data processing and technical and organizational conditions, which shall be fulfilled by devices and IT system for personal data processing. Application of the safety measures shall meet the requirement of high standard, as specified in the above regulation.
6. The Company hereby represents that in order to secure the data entrusted to processing, the Company shall use the following safety measures, i.e.:
 - a) measures of data physical protection;
 - b) measures of equipment of IT and telecommunication infrastructure;
 - c) measures of protection within operating system, software tools and data bases;
 - d) organizational measures.

7. The Company shall notify the Client in writing about the changes to the above mentioned security measures within 7 dates from the date of their introduction.
8. The Parties accordingly agree that the Company may entrust providing services connected with processing of personal data with third parties.
9. The Company represents that in the case of entrusting processing of personal data with third parties, terms of the agreement with third parties shall be concurrent with the terms specified in these Terms and Conditions of Use.
10. In the case of entrusting the performance of activities with third parties, the Company shall be liable for the activities of the third parties as for its own.
11. The Client shall fulfil the information obligation specified in Article 24 and 25 of the above mentioned act towards all the persons, whose personal data will be processed by the Company.
12. If the Company, any member of the management board of the Company or employee of the Company will be obliged by court or state administrative body to pay damages, compensation, fine or other pecuniary penalty due to unlawful personal data processing by the Company or by the entity entrusted by the Company with data processing, the Client is obliged to reimburse the Company with such damages, compensation, fines or other pecuniary penalties (jointly with the costs of related proceedings).

§ 13

Change of the Conditions for Services Provision. Completion of the Services Provision

1. Within the scope available on the Website, the Client shall be entitled to individually change the terms and conditions of providing services by the Company. Such change shall be made by the selection of options available in the Account. In the case of change resulting in the change of the amount of charges, it shall be effective from the following settlement period, unless it results otherwise from the information provided to the Client during making the change.
2. The Client is entitled to terminate the agreement made while creating the Account in any moment effective at the end of a calendar month.
3. The Client may terminate the agreement by sending the Company a message with the statement on Agreement termination by e-mail at resign@magelloapp.com. The termination shall be effective at the moment of saving the message on the server managed by the Company, which collects e-mail messages from the above address.
4. The Company shall be entitled to terminate the agreement for the provision of services resulting herefrom made with the Client effective immediately in the case of ineffective lapse of a 7-day period set by the letter of formal notice sent to the Client.
5. The Company shall be entitled to terminate the agreement for the provision of services resulting herefrom made with the Client at any time effective after 3 following months at the end of a calendar month.
6. Upon the termination becoming effective, the Company shall immediately remove any information posted on the Website by the Client.

§ 14
Complaints

1. Any complaints regarding operation of the Website shall be reported to the Company by e-mail at contact@magelloapp.com or in writing by a registered letter at ul. Pejzażowa 2/1003, 02-703 Warszawa.
2. The complaints shall be considered within 14 days from the date of receipt.
3. The User shall be notified on the considered complaint by a registered letter or e-mail depending on the manner of filing the complaint within 7 days from the date of its consideration.

§ 15
Final Provisions

1. The Company shall reserve the right to make amendments to these Terms and Conditions of Use.
2. The Company shall notify the Users on amendments to these Terms and Conditions of Use prior to their entry into force within the period allowing for familiarizing with the amendments.
3. In matters not governed by these Terms and Conditions of Use, the provisions of Polish law shall apply.
4. Any dispute in connection with the services rendered by the Company arising hereunder or out of the failure to perform or improper performance of obligations by the Client shall be resolved by the common court of competent venue for the registered seat of the Company.
5. The Company may provide the Client with any information in respect of rendering services by e-mail. Such notifications may be sent by e-mail to the address provided while creating the Account (the address may be updated via Website). The notifications submitted by e-mail shall be deemed delivered on the date the notifications have been sent.
6. The Client shall not be entitled to transfer any rights and obligations arising from hereunder on third parties.

Warsaw, 27th July 2015