

TERMS AND CONDITIONS ON THE PROVISION OD SERVICES OF HTTP://AGAIN.KRAKOW.TRAVEL/

I GENERAL TERMS AND DEFINITIONS

§ 1. The following are the “Terms and Conditions” which govern the delivery of the Internet services provided by <http://again.krakow.travel/> (hereinafter referred to as “The Website”).

§ 2. The Website is a collection of interactive web pages that enable Users to specifically include their own content, including audio-visual and graphic content, and to view content posted by other Users. The detailed scope of services provided in the Website is governed by Chapter II and [Attachment 1](#) to these Terms and Conditions.

§ 3. Whenever in the Terms and Conditions it is mentioned:

1) User - this is to be understood as an individual who has at least limited legal capacity to use the services available on the Website;

2) Web browser - this is to be understood as browsers (in current versions recommended for use by their publishers):

- a) Internet Explorer,
- b) Microsoft Edge,
- c) Opera,
- d) Mozilla Firefox,
- e) Google Chrome,
- f) Safari;

3) Cookies - this is to be understood as not harming the User's computer files which, depending on the browser's settings, can be automatically saved to the computer's hard disk or portable device, as referred to in § 5 part. 1 point. 2, when the web browser opens a specific web page;

4) Personal Data Protection Act - this is to be understood as the Act of 29 August 1997 on the Protection of Personal Data (Journal of Laws of 2016, item 922);

5) Electronic Services Act - this is to be understood as the Act of 18 July 2002 on providing services by electronic means (Journal of Laws of 2016, item 1030, as amended);

6) Civil Code - this is to be understood as the Act of 23 April 1964 Civil Code (Journal of Laws of 2017, item 459);

7) Copyright Act - this is to be understood as the Act of 4 February 1994 on copyright and related rights (Journal of Laws of 2017, item 880);

8) Consumer Rights Act - this is to be understood as the law of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827, as amended);

9) consumer - this is to be understood as a natural person performing a business activity with a trader not directly related to his business or profession;

10) contact form - this is to be understood as an electronic form available on the Website, through which the User can communicate with the Service Provider and publish on the Website audiovisual and graphic content.

§ 4. The owner of the Website is Social Frame Sp. o. o. ul. Kalwaryjska 5/8, 30-509 Kraków, entered in the Register of Entrepreneurs of the National Court Register by the District Court for Kraków Śródmieście in Kraków, XI Commercial Division of the National Court Register under KRS number 0000631315, REGON: 365115269, NIP 6793132230, e-mail: kontakt@socialframe.pl, hereinafter referred to as "Service Provider".

§ 5. 1. The minimum hardware and system requirements for proper use of the Website are as follows:
1) a computer with a clock speed of 2.0 GHz, 2 GB of RAM, a Windows, Linux or Mac OS operating system, Internet access, a javascript enabled web browser and cookies, or
2) mobile device (smartphone, tablet) with 1.4 GHz clock speed, 512 MB of RAM, Android or iOS operating system, Internet access and a javascript enabled web browser and cookies.

2. The User may disable cookies in a browser settings, but it may not be possible to use certain features of the Website.

II SCOPE OF SERVICES PROVIDED

§ 6. 1. Within the Website, the Service Provider enables the User to:

- 1) Review the content of the Website;
- 2) Communicating with the Service Provider through a contact form;
- 3) Adding graphic and audio-visual content to the Website using the contact form;

2. The Website is provided free of charge.

3. The graphic and audio-visual content, as mentioned in section 1, point 3, added by the User must be related to the subject matter of the Website. Detailed rules for posting content on the Website are set out in [Attachment 1](#) to this Terms and Conditions.

III RULES FOR PROCESSING PERSONAL DATA

§ 7. Personal data of Users are processed in the manner specified in the Privacy Policy constituting [Attachment 2](#) to this Terms and Conditions and in accordance with the provisions of the Act on the protection of personal data and the Act on the provision of services by electronic means.

IV COMPLAINT PROCEDURE

§ 8. 1. Any complaints about non-performance or improper performance of services may be submitted electronically to the Service Provider's e-mail address within 14 days of the date of non-performance or improper performance of the service.

2. Complaints shall be dealt with forthwith, not later than within 14 days of their notification in the manner specified in sec. 1.

3. Compliance of the complaint by the Service Provider is by electronic means, to the e-mail address indicated by the User, unless another way of responding to the complaint has been agreed.

V WITHDRAWAL OF THE AGREEMENT AND TERMINATION OF THE AGREEMENT

§ 9. 1. A consumer who has entered into a service contract with the Service Provider specified in these Terms and Conditions shall have the right to withdraw from it without giving any reason within 14 days of its conclusion.

2. Detailed information on the exercise of the right of withdrawal is set out in [Attachment 3](#) to these Terms and Conditions.

3. The form of the withdrawal form is enclosed in [Attachment 4](#) to the Regulations.

4. Right of withdrawal from a distance contract in accordance with the Article 38 of the Consumer Rights Act does not apply to consumers in respect of the following contracts:

1) the provision of services if the Service Provider has performed the full service with the explicit consent of the consumer who was informed prior to the commencement of the service that, upon fulfillment of the service, the trader loses the right to withdraw from the contract;

2) the price or remuneration depends on the financial market fluctuations over which the trader does not exercise control and which may occur before the expiration of the withdrawal period;

3) the subject of the offer is an unstructured item, made to the consumer's specifications or catered to its individual needs;

4) in which the subject matter of the offer is a thing which is quickly spoiled or has a short shelf life;

5) the subject of the benefit is delivered in a sealed package which cannot be returned for health or hygiene reasons after opening the package, if the packaging has been opened after delivery;

6) the subject matter of which is the supply of goods, which, by their nature, are inseparably linked to other things;

7) the subject of the offer are alcoholic beverages whose price was agreed upon the conclusion of the sale contract and whose delivery can take place only after 30 days and whose value depends on market fluctuations over which the trader has no control;

8) where the consumer explicitly requested the Service Provider to provide an urgent repair or maintenance; If the Service Provider provides additional services other than those requested by the consumer or supplies other than spare parts necessary for repair or maintenance, the consumer shall be entitled to withdraw from the contract for additional services or goods;

9) the subject of which is audio or visual recordings or computer programs delivered in sealed packaging if the packaging has been opened after delivery;

10) to provide dailies, periodicals or magazines, except for subscriptions;

11) entered into by public auction;

12) to provide accommodation services other than for residential purposes, carriage of goods, car hire, catering, leisure, entertainment, sporting or cultural events if the contract indicates the day or period of service;

13) to provide digital content that is not recorded on a material medium if the performance of the benefit began with the express consent of the consumer before the expiration of the withdrawal period and after informing the trader of the loss of the right to withdraw from the contract.

§ 10. 1. Termination of the service contract specified in these Terms and Conditions may take place:
1) at any time, by the User's declaration,

2) keeping a monthly notice period, by the Service Provider's statement.

2. The Service Provider reserves the right to unilaterally terminate the agreement without notice, in case the User violates the provisions of these Regulations, the provisions of the generally applicable law or local law.

3. The provisions referred to in section 1 and 2 shall be without prejudice to the validity of licenses and consents granted to the Service Provider in accordance with the terms set out in [Attachment 1](#) to this Terms and Conditions.

VI CHANGES TO THE TERMS AND CONDITIONS

§ 11. 1. The Terms and Conditions may be changed by the Service Provider.

2. In the event of changes, the User will be notified of them by posting information on the Website, and in the case of Users who have placed the content on the Website using the contact form, also by electronic mail to the email address given on the contact form.

3. Changes shall come into force not earlier than within 14 days from the date of their inclusion on the Website and in the case of Users who have placed the content on the Website using the contact form, within 14 days of sending the change information to the e-mail address indicated in contact form.

4. A User who has posted content on the Website using the contact form may terminate the service contract within 14 days of the date of service by e-mail about the changes to the Terms and Conditions. Failure to terminate the agreement at this time means acceptance of changes to the Terms and Conditions made by the Service Provider. This provision does not exclude the right to terminate the contract referred to in Paragraph 10 section 1 point 1. Paragraph 10 section. 3 applies accordingly.

VII TRANSITIONAL AND FINAL PROVISIONS

§ 12. 1. In matters not regulated by these Terms and Conditions, the provisions of Polish law, in particular the provisions of the Civil Code, the Law on the Protection of Personal Data, the Law on Consumer Rights and the Act on Rendering Electronic Services, shall apply.

2. The Service Provider is not bound by the provisions of any code of good practice referred to in Art. 2 point 5 of the Act of 23 August 2007 on Counteracting Unfair Market Practices.

3. The Regulations come into force on 18.05.2017

4. The content of the Terms and Conditions is available at <http://again.krakow.travel/regulamin>