

REGULATIONS FOR THE SERVICE OF AN ACCESS TO THE PEPE BOOKING SOFTWARE

I. DEFINITIONS

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| Pepe Housing | [Pepe Housing – Pepe Housing Spółka z ograniczoną odpowiedzialnością (Ltd.) with a registered office in (00-052) Warszawa, ul. Świętokrzyska 18, 405, entered into the Register of Businesses kept by the District Court in Warsaw, 12. Commercial Division of the National Court Register [KRS], under the KRS No.: 0000603466, Statistical No. (REGON): 365694132, Taxpayer Identification Number [NIP]: 5252681396 |
| Customer | an entrepreneur who entered into an agreement with Pepe Housing has an access to the Pepe Booking software. |
| Software | Pepe Booking software. |
| Agreement | Agreement on access to the Pepe Booking software. |
| Portal | a part of the website dedicated to the customer in the domain pepebooking.com, which the customer makes available to other people under his brand in order to offer apartments for reservations and reservations of apartments. |
| Pepe Housing portal | a portal which is run by Pepe Housing on a website [www.pepehousing.com]. |
| Accommodation | A flat, a room, shared room, an apartment, a place in a dormitory. |
| Regulations | Present regulations. |

II. ACCESS TO THE SOFTWARE

1. Pepe Housing gives the Customer an access to the Software at the moment of payment of the remuneration specified in the Agreement.
2. The Customer receives an access to the Software via the website [nameofclient.pepebooking.com].
3. As a part of an access to the Software, the Customer may use the Software to which he/she has the access, in accordance with its intended purpose and only for the use of his/her own enterprise.
4. As part of access to the Software, the Customer does not receive any license for the Software.
5. The Customer may receive an access to the Software from anywhere around the World.
6. The Customer may make the Software available to users of its Portal. The Customer may not make the Software available to persons or entities who want to share their own Portal with the use of the Software. Such persons or entities must enter into an Agreement with Pepe Housing.

7. The Customer within the Software may use the functions specified in the Agreement. Pepe Housing may share to customers, for consideration or free of charge, other functions than those specified in the Agreement.
8. For the purposes of access to the Software, Pepe Booking generates a login and password to the Software specially for the Customer. The login and password will be sent to the Customer via [email address].
9. The customer may request a change of login or password. For this purpose, the customer should use the password change function in the user panel.
10. The customer can not share the login and password to unauthorized persons and should secure the login and password against such persons. The customer is liable for any damages suffered by the Customer or Pepe Housing as a result of using the login and password by unauthorized persons or by persons to whom the Customer provided a login and password.

III. THE PORTAL'S USERS

1. Users of the Portal can only be persons making apartments or rooms available for reservation or persons willing to book an apartment or a room. These people never become Pepe Housing clients and do not enter into any contract with Pepe Housing, except when those people book the Apartment through the Pepe Housing portal.
2. The Administrator of personal data of Portal users is the Customer who runs the given Portal. The Client entrusts this personal data to Pepe Housing for processing in accordance with the contract of entrustment constituting Annex No. 2 to the Agreement.
3. The customer is obliged to contact all of the users of the Portal and to consider their complaints.
4. Pepe Housing is not obliged to make any contact with users of the Customer Portal or to consider their complaints. In the event of receiving any message to the user of the Customer Portal, Pepe Housing will pass this message along to the Customer.

IV. THE PEPE HOUSING PORTAL

1. All offers on the Customer Portal providing the Apartment or room for reservation are placed automatically on behalf of the Customer at the Pepe Housing Portal. The client delegates placing these offers on the Pepe Housing Portal to Pepe Housing Company.
2. By entering into the Agreement, the Customer also accepts the provisions of the Pepe Housing Portal regulations, in particular the provisions regarding the remuneration due to Pepe Housing when booking via the Pepe Housing Portal.
3. In the event that the Apartment made available on the Customer Portal will be booked through the Pepe Housing Portal, the Customer will pay Pepe Housing a commission due from the property owner in accordance with the regulations of the Pepe Housing Portal.

V. THE TIME OF THE ACCESS DURATION

- 1.** Access to the Software is granted for the period specified in the Agreement. After this period, if the Agreement is not renewed, Pepe Housing removes the Customer Portal.
- 2.** If the Agreement is concluded for an indefinite period, the Customer or Pepe Housing may renounce the Agreement in each case with a one-month notice. If the contract is for a definite period of time, then:
 - a.** The customer may renounce it only in the cases specified in the Agreement;
 - b.** Pepe Housing may terminate it only if the Customer is in default of 7 days with payment of any charge due to Pepe Housing, for security reasons or if the Customer breaches any provision of the Agreement or the Regulations.

VI. FEE FOR THE ACCESS

- 1.** Pepe Housing is charged at the rates specified in the Agreement for granting an access to the Software.
- 2.** Pepe Housing may also charge other fees specified in the Agreement or otherwise agreed with the Customer.
- 3.** Each payment will be increased by VAT or other tax, which will have to be paid in accordance with the law.

VII. LIMITATIONS

- 1.** As a part of access to the Software, the Customer is not entitled to use Pepe Housing trademarks, designations and trade names.
- 2.** The Customer may not use the Software to create or transmit unlawful content that violates good practices or offensive.
- 3.** It is unacceptable to use the Software in a manner allowing or intended to unauthorized access to the Pepe Housing IT system, to introduce malicious software to it or to prevent or disrupt its proper operation.
- 4.** The software will be available for at least 90% of the time on a calendar month scale. In the event of a failure of the telecommunications network, information systems or equipment, or in the event of a force majeure, the Software may be available for a shorter amount of time.
- 5.** The Customer must not:
 - a.** translate, copy, adapt, change layout, make any other changes to the Software, and undertake or allow to take actions to reproduce the reverse engineering code, disassemble, decompile or develop;
 - b.** license, rent, hire, loan, lease, sell, distribute or share the Software on the basis of any legal relationship;
 - c.** disclose, publicize, transfer or pass the rights to the Software, as well as establish security on them.

VIII. RESPONSIBILITY

1. The responsibility of Pepe Housing in connection with the granted access to the Software is limited to real losses. Pepe Housing shall not be liable in particular for any benefits lost by the Customer related to software defects or interruptions in access to the Software.
2. The responsibility of Pepe Housing is limited to intentional guilt.
3. Pepe Housing does not guarantee the correct or faultless operation of the Software.
4. Pepe Housing is not responsible for:
 - a. errors, malfunctioning, functioning or interruptions in access to the Software;
 - b. damages resulting from errors, malfunctions, functioning or interruptions in access to the Software.

IX. CONFIDENTIALITY

1. Customer must keep all information regarding the Software confidential.
2. The obligation of confidentiality does not apply to information that:
 - a. have been made public in a way that does not violate the provisions of the Agreement,
 - b. on which disclosure or use the Customer obtained the written consent of Pepe Housing.
3. The Customer agrees to make every effort not to disclose information regarding the Software for any reason, except to disclose this information to its employees and subcontractors. For the actions and omissions of the client's employees and subcontractors, the Customer is liable as for his own.
4. The confidentiality obligation lasts for the duration of the Agreement and for 10 years from the date of expiry of the Contract.

X. COMPLAINTS

1. The Customer may submit complaints related to the Software:
 - a. to the address of the headquarters of Pepe Housing in writing form, with the note: Complaint; or
 - b. by sending an email on address [contact@pepehousing.pl].
2. The complaint must contain the Customer's designation, a concise description of the incident, as a result of which the Customer lodges the complaint and its justification.

3. Pepe Housing will handle the complaint within 30 days of its receipt. The response to the complaint will be sent to the Customer's email address. In more complicated cases, we can contact the Customer to get an additional description or information about the problem.

XI. CONTACT

1. The client contacts Pepe Housing by sending a message to the address of the head office or email address of Pepe Housing - contact@pepehousing.pl.
2. Pepe Housing contacts the Customer by sending a message to the address of the registered office or e-mail address of the Customer or by calling the telephone number indicated in the Agreement.
3. In the event of a change in the Customer's data, including contact details, the Customer must inform Pepe Housing immediately, no later than within 7 days of the change. If the Customer does not inform Pepe Housing about this change, Pepe Housing will send correspondence to the current address and the correspondence thus provided will be considered as effectively delivered.

XII. CHANGE OF REGULATIONS

1. Pepe Housing has the right to unilaterally amend the Regulations for an important reason. The following are considered important reasons:
 - a. introducing new or amending the generally applicable provisions of law;
 - b. change in the Software or introduction of new software;
 - c. change in the economic situation or market situation;
 - d. Improvement by Pepe Housing of existing functions or activities performed under the Agreement, in order to increase the level of security, protection of personal data or to improve the usability of the functions and activities performed;
 - e. introduction of new services to the Pepe Housing offer or modification of existing services;
 - f. a change in the operating or service costs incurred by Pepe Housing.
2. The changed Pepe Housing Regulations will be sent in a writing form directly to the Customer's address or sent electronically to the Customer's on email address and indicate in this correspondence the date of entry into force of the new Regulations. The changing of the Regulations does not require an annex to the Agreement. If the Customer does not accept the new Regulations, he / she has the right to terminate the Agreement within 14 days from the date of delivery of the notice of change in the Regulations.
3. Failure to renounce the Agreement within the given deadline means that you accept the changes in the Regulations.

XIII. FINAL PROVISIONS

1. The law applicable to Pepe Housing's legal relations with the Customer is the Polish law and according to its provisions, the provisions of the Regulations should be interpreted.
2. The customer bears the costs of using the means of distance communication, in particular from the telecommunications network, according to the tariff of his operator.
3. If any of the provisions of the Regulations becomes invalid or ineffective for any reason, it does not affect the validity and effectiveness of the remaining points of the Regulations.
4. In the event of any discrepancies between the Polish version of the Agreement or the Regulations and the English version or version in any other language than Polish, the Polish language version is legally binding.
5. The competent court to hear any disputes between the Customer and Pepe Housing is the Polish court competent for Pepe Housing.
6. The language of communication is Polish or English.
7. The Customer, including persons using the Software on behalf of the Customer, is obliged:
 - a. secure all devices with which the Software uses, against malicious software and unauthorized access by third parties,
 - b. use the Software only in circumstances that ensure the confidentiality of communication.
8. Use of the Software requires:
 - a. devices with access to the Internet,
 - b. electronic mail (and its receiving),
 - c. the latest versions of Internet Explorer, Mozilla Firefox or Google Chrome with enabled cookies.