

REGULATIONS

Hotel Operating Regulations

- A hotel room is rented on a **daily** (per-night) basis. The hotel day starts at **3:00 PM** on the arrival day and ends at **11:00 AM** on the departure day.
- If a Guest, upon renting a room, does not specify the length of stay, it is assumed the room is rented for **one hotel day**.
- At the Guest's request and subject to availability, the hotel may **extend the hotel day for an additional fee**.
- Any request to **extend the stay** or **extend the hotel day** must be submitted at the reception **by 10:00 AM** on the original departure date. The hotel will accommodate this request if possible.
- If the Guest **fails to vacate** the room after the hotel day has ended, the Service Provider reserves the right to pack the Guest's belongings in the presence of at least two hotel representatives, one of whom must be the Hotel Director or Manager. The packed belongings will be placed in the hotel's **deposit** and can be collected at the reception.
- If the Guest **does not leave** the room by the designated deadline, the Service Provider has the right to charge the Guest an amount equal to **100% of the current daily room rate**.
- Items left in the hotel room after the Guest's departure will be **sent to the address** provided by the Guest, at the Guest's expense. If no such instructions are provided, the hotel will store the items for **6 months**.
- Any request to **shorten the stay** must be reported by the Guest at the hotel reception **no later than 11:00 AM** on the day before the planned earlier departure. Otherwise, the next hotel day is considered to have commenced, unless the purchased offer's regulations state otherwise.
- The Guest **cannot transfer** the room to other people without first registering the third party at the reception, even if the period paid for by the Guest has not yet expired.
- **Unregistered persons** may stay in the hotel room only after informing the hotel reception and only between **6:00 AM and 10:00 PM**. After checking in, the Guest should inspect the room's furnishings and maintain them in an undamaged state. If the Guest notices any damage, they must **immediately** notify the hotel reception. If no notice is given and damages are later found by hotel staff, the Guest will be held **financially liable** for any such damage.
- The Guest is responsible for any damage to the hotel's property caused by themselves, individuals they are responsible for, and any visitors.
- The Guest must **pay for the cost of their stay** at check-in and settle all ordered or consumed services and goods **no later than at check-out**. If any amounts remain unpaid related to the stay, the Service Provider is entitled to charge the Guest for all services and goods provided.
- The hotel is liable for loss or damage of items brought by the Guest only to the extent specified in the relevant provisions of the **Civil Code**.
- Valuable items, money, and documents should be stored in the **locked in-room safe** or at the reception deposit. If valuables are left outside the safe, the hotel is **not responsible** for them.
- **Quiet hours** in the hotel are observed from **10:00 PM to 6:00 AM**.
- The behavior of Guests and persons using the hotel services should not **disturb the peaceful stay** of other Guests. The hotel may **refuse further services** to anyone

violating this rule. Smoking is **prohibited** within the hotel. If this rule is violated, the hotel Guest may be charged a **contractual penalty of 100 EUR per observed violation** and also agrees to cover the costs of any unwarranted callout of services automatically alerted by the fire safety system.

- Each time the Guest leaves the hotel room, they must **properly secure** it to prevent unauthorized access. While the Guest is absent, windows and doors must remain **closed**.
 - In the event of a fire, the Guest should inform hotel staff of the danger if possible and **head to the exit** according to the posted evacuation instructions. Until the fire brigade arrives, hotel staff are responsible for evacuating persons on the premises.
 - For **fire safety** reasons, it is **forbidden** to use devices that are not part of the room's equipment (e.g., portable heaters, electric cookers) in hotel rooms.
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Service Provider's Liability

1. The Service Provider bears **no liability** for the non-performance or improper performance of obligations arising from these Regulations caused by circumstances beyond the Service Provider's control, despite the exercise of due diligence.
 2. The Service Provider is also **not liable** for damages resulting from the suspension or discontinuation of the Services provided by the Service Provider.
 3. The Service Provider is not additionally liable for damages, including lost profits, incurred as a result of the Guests' use of Services contrary to these Regulations or legal provisions.
 4. The above limitations of liability **do not apply** to a Guest who is a consumer within the meaning of Article 22[1] of the Civil Code.
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Service Provider's Intellectual Property

1. The **informational resources** and all other content of the website, such as texts, graphics, logos, buttons, images, constitute the intellectual property of the Service Provider or entities with which the Service Provider has concluded appropriate agreements. They are protected by Polish and international intellectual property regulations, in particular by the Act of February 4, 1994, on Copyright and Related Rights.
 2. Without the Service Provider's consent, **copying, reproducing, or any other use** of the information, data, or other content available on or derived from the website, in whole or in part, is forbidden, except where permitted by generally applicable laws.
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Complaints

1. A Guest has the right to submit a **complaint** regarding the operation of the website and the provision of Services by the Service Provider that is not in accordance with the conditions and principles specified in these Regulations.

2. All complaints, including the Guest's **first and last name** and **email address**, along with a concise description of the issues raised, should be submitted via the **contact address** available on the homepage of the website in the "Contact" section or in writing to the Service Provider's address.
 3. The Service Provider will consider the complaint within **14 days** of its receipt. If the complaint concerns electronically provided services and cannot be addressed within 14 days, the Service Provider will inform the Guest of the reasons for the delay and the estimated time of complaint resolution.
 4. Submission of a complaint by the Guest **does not exempt** them from paying for the used services provided by the Service Provider.
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Final Provisions

1. The **content** of these Regulations may be subject to change. The Guest will be informed of any changes through a notice on the Service Provider's website. The effective date of the changes will be **at least 14 days** from the date they are announced.
 2. Any disputes that may arise between the Service Provider and a Guest who is not a consumer within the meaning of Article 22[1] of the Civil Code will be submitted to the court having jurisdiction over the Service Provider's registered office.
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Electronic Services Terms and Conditions (Effective from June 1, 2023)

§1 General Provisions

1. These regulations were prepared by **Malifex Polska Sp. z o.o.**, with its registered office in Krakow at Szewska 9, NIP 6760064345, KRS 350548729, share capital of 905,000 PLN (hereinafter referred to as the "Service Provider").
 2. These regulations define the **rules and conditions** for Guests' use of the Service and constitute regulations for the provision of electronic services as understood by **Article 8(1) point 1** of the Act of July 18, 2002 on the provision of electronic services.
 3. The regulations are made available in **electronic form** on the website, including before Registration. They are available for review on the Service's website.
 4. Using the Service **requires acceptance** of these regulations.
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§2 Definitions

1. **User** – any natural person of legal age with full legal capacity; a legal person; an organizational unit without legal personality; or an authorized natural person acting on behalf of a legal person or organizational unit without legal personality that, through an account previously created in the Service, has set up a profile in the name and on behalf of that entity.

2. **Services** – the service of booking a stay provided electronically through the Service, in accordance with these regulations.
 3. **Service** – the website that enables online reservation of hotel accommodations through the reservation system at residence9.pl.
 4. **Account** – a User’s account which enables access to selected Services, created as a result of the User’s Registration.
 5. **Account Registration** – the process in which the User:
 - a) confirms having read and accepted these Regulations, the Hotel Regulations, and the Privacy Policy;
 - b) provides the required data;
 - c) consents to the processing necessary for Service provision;
 - d) may give other voluntary consents.
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§4 Conditions and Rules for Service Provision

1. The Service Provider allows Users, on a voluntary basis, to use the Service to **book a stay at Hotel Residence9**, in accordance with the terms and conditions published on the website.
2. The **prices and stay conditions** shown in the Service or other sales channels of the Service Provider may **differ** from one another.
3. Payment for the stay may be made by the Guest via **online bank transfer** or **payment card** through an external internet payment processing system, in particular using the **Tpay** system.
4. When **registering an Account** and while using the Service, the User must:
 - provide **truthful, accurate, and up-to-date** data that do not mislead or violate the rights of third parties;
 - **update** provided data immediately after any changes.
5. The User must:
 - use the Service and Services in a way that does not disrupt their operation, particularly without infringing on the rights of other Users, and in compliance with applicable law, the provisions of these Regulations, as well as customary practices and social norms;
 - keep their **login and password** confidential and not disclose them to third parties, and not reveal other information enabling unauthorized access to the Account;
 - keep their **email address and mobile phone number** up to date for communication with the Service Provider.
6. The User independently bears the costs of **internet connection** to access the Service and any **paid Services**.
7. The User may request deletion of their Account at any time. If the User’s Account is deleted, all associated sub-accounts are also deleted. The Service Provider confirms receipt of the deletion request by sending a message to the email address provided by the User during registration, which serves as confirmation. Sending this confirmation is equivalent to deleting the Account and all related data.
8. Deleting the Account terminates the provision of Services to the User without the User being entitled to any compensation.
9. The User undertakes to process information contained in the Service in compliance with applicable laws, especially **Regulation (EU) 2016/679** of the European

Parliament and of the Council of April 27, 2016 (GDPR) and related national laws, as well as the Privacy Policy available at <https://residence9.pl/polityka-prywatnosci-i-cookies/>.

10. The Service Provider will make every effort to **ensure proper operation** of the Service at all times and that the information published therein is of the highest quality.

11. The Service Provider reserves the right to:

- modify features and capabilities of the Service, especially the scope and type of services and functionalities, following the procedure set out in these Regulations;
- schedule **periodic technical breaks** necessary for Service improvements and to minimize the risk of failures. The Service Provider will strive to ensure these do not affect the quality of Services provided;
- discontinue providing services within the Service to a User who **violates** these Regulations, after having first requested the User to cease such violations.

12. The Service Provider may **block a User's access** to the services if the User:

- uses the Service or its content inappropriately, for purposes not intended, or in a manner harmful to third parties;
- hinders other Users from using the Service and its functionalities;
- in any way disrupts the operation of the Service;
- violates these Regulations after being asked to cease violations and failing to do so within the designated time.

13. The Service Provider will make every effort to ensure **all elements** of the Service function correctly.

14. The Service Provider does not provide **archiving services** for files, data, or information.

15. Access to content or services posted in the Service may be restricted if a **failure** occurs due to reasons beyond the Service Provider's control. In such a case, the Service Provider will make every effort to restore uninterrupted access as soon as possible. The Service Provider may, after informing the User, temporarily **suspend** service provision (e.g., regarding all or some Accounts) due to necessary maintenance or data security procedures, ensuring the least possible inconvenience to the User.

16. The Service Provider reserves the right to withdraw, limit, or modify content or materials available through the Service without diminishing its quality or scope of services covered, and without affecting the rights and obligations of the User or the Service Provider.

17. If these Regulations are breached, the Service Provider may **block or permanently delete** the User's Account, in particular when:

- the User violates the Regulations,
- the User posts content in the Service that is unlawful or not permitted by these Regulations,
- the User provides false data necessary for registration,
- the User uses the services or shares information obtained within the Service with third parties in a way that harms the reputation of the Service Provider or other Service users.

§4 Right of Withdrawal from a Distance Contract

1. The **right of withdrawal** from a distance contract does not apply to services regarding **accommodation**, other than for residential purposes, transport of goods, car rental, catering, leisure services, or services related to entertainment, sporting, or cultural events, if the contract specifies a day or period of service, in accordance with Article 38(1)(12) of the Consumer Rights Act of May 30, 2014. This means that the **right of withdrawal** from a distance contract does not apply to a consumer under the Civil Code or the Consumer Rights Act, nor to non-consumer entities.
2. The lack of a right to withdraw from a distance contract does **not apply** to stays with the option of a refund, **if** the Service Provider has explicitly indicated this possibility in the offer posted on the Service's website.

§5 Provisions Concerning Entrepreneurs

1. This section of the Regulations and the provisions herein **apply exclusively** to Users who are **not consumers**.
2. The Service Provider has the right to **withdraw from the contract** concluded with the User within **14 calendar days** of its conclusion.
3. Withdrawal from the contract in this case may occur without giving any reason and does not create any claims against the Service Provider.
4. The Service Provider may restrict the available **payment methods**, including requiring full or partial prepayment, regardless of the payment method chosen by the User or the fact that the contract has been concluded.
5. In accordance with Article 558 § 1 of the Civil Code, the **seller's liability** under warranty towards the User is **excluded**.
6. The Service Provider may terminate the electronic services contract with immediate effect and without providing reasons by sending the User a relevant statement.
7. The Service Provider is not liable to the User for any actual damages (**damnum emergens**) or lost profits (**lucrum cessans**), including any indemnities. All liability arising from the contract is limited to, both in individual and total claims, the **amount of compensation received** from the User.
8. Any disputes arising between the Service Provider and a User who is not a consumer will be **subject to the court** having jurisdiction over the Service Provider's registered office.

§5 Complaints

1. Complaints regarding the Services may be submitted to the Service Provider **electronically** or by **traditional mail**. A complaint should include the User's data (full name, company name, NIP, address, and the email address used during registration in the Service), a description of the complaint request, and all circumstances that justify it. The Service Provider will handle the complaint within **14**

days of its submission. The User will be informed of the outcome by email or traditional mail.

2. A **consumer** may use out-of-court methods for handling complaints and pursuing claims. Access rules for these procedures are available at the offices and on the websites of municipal (district) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Voivodeship Inspectorates of Trade Inspection, and the Office of Competition and Consumer Protection.
 3. The consumer has the right to handle complaints and pursue claims through:
 1. mediation by the voivodeship (regional) inspectors of Trade Inspection,
 2. the permanent consumer arbitration courts at the voivodeship inspectors of Trade Inspection.The voivodeship inspector of Trade Inspection is responsible for these processes.
 4. Mediation activities pursuant to Article 36 of the Act of December 15, 2000, on Trade Inspection are available upon the consumer filing a request with the relevant voivodeship inspector of Trade Inspection for an amicable resolution between the consumer and BIK. Information on the rules and procedures of mediation led by the voivodeship inspector is available at the offices and on the websites of individual Voivodeship Inspectorates of Trade Inspection.
 5. The **permanent consumer arbitration courts**, referenced in Article 37 of the Act of December 15, 2000, on Trade Inspection, are available if the consumer submits a request regarding a dispute arising from the concluded contract to the relevant permanent consumer arbitration court. The rules of organization and operation of these courts are specified by the relevant legal act.
 6. The consumer is also entitled to contact a **municipal or district consumer ombudsman** or a social organization whose statutory tasks include consumer protection (e.g., the Consumer Federation, the Polish Consumer Association) to obtain free assistance in resolving disputes with the Service Provider. Advice is provided by the Consumer Federation via a free consumer helpline and by the Polish Consumer Association.
 7. Under **EU Regulation No. 524/2013** on online dispute resolution for consumer disputes, consumers may resolve disputes with entrepreneurs who conclude online sales or service contracts **out of court** through an **EU online platform**. A complaint may be submitted via the form available at: <http://ec.europa.eu/consumers/odr/>.
 8. The Service Provider notes that, for reasons beyond its control, the above procedure may be **unavailable** to the consumer in a given EU member state, depending on that country's legislation.
 9. The above provisions in this section are **informational** and do not mean that the Service Provider consents to participate in out-of-court dispute resolution methods (ADR).
 10. If, following a consumer's complaint, the dispute remains unresolved, the Service Provider must provide the consumer with a statement on a durable medium indicating whether it agrees to an out-of-court dispute resolution. The lack of such a statement automatically means that the Service Provider agrees to out-of-court dispute resolution. If the Service Provider agrees, it must promptly inform the consumer which entity is competent to handle such disputes.
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§7 Information on Specific Risks Associated with Using Electronically Provided Services

1. In compliance with **Article 6(1)** of the Act of July 18, 2002, on electronic service provision, the Service Provider informs about particular risks connected with using services provided electronically.
 2. This information applies to **potential** risks that should be taken into account, even though the Service Provider employs measures to secure its infrastructure against unauthorized actions by third parties.
 3. The main threats related to using the Internet include **malware** (malicious software) such as viruses, worms, trojans, keyloggers, dialers, spyware; **spam** (unwanted, unsolicited emails often containing advertising); **phishing**(obtaining personal data, e.g., passwords, by impersonating a trusted person or institution); and **hacking** attacks using tools like exploits or rootkits.
 4. To avoid such threats, users should equip their computers and other devices that connect to the Internet with **antivirus software** and keep it updated. Additional security measures include a **firewall**, updating all software, not opening email attachments from unknown sources, reading application installation windows and licenses, disabling macros in unfamiliar MS Office files, regularly scanning the system with antivirus and anti-malware tools, **encrypting data transmission**, and installing intrusion detection/prevention software.
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§8 Final Provisions

1. In matters not covered by these Regulations, the relevant provisions of **Regulation (EU) 2016/679** of April 27, 2016 (GDPR), the Act of May 30, 2014 on consumer rights, the Act of August 29, 1997 on hotel services and tour guide/pilot services, and the **Civil Code** shall apply.
2. The Service Provider reserves the right to amend the Regulations for valid reasons, i.e., changes in law; changes to payment or delivery methods; changes in the characteristics of the products being sold or the methods of distribution, to the extent that these affect the implementation of these Regulations.
3. If a **continuous contract** is concluded under these Regulations, the amended regulations bind the User if the requirements specified in Articles 384 and 384[1] of the Civil Code are met, i.e., the User has been correctly informed of the changes and has not terminated the contract within 14 calendar days from the notification date.
4. These Regulations are **effective** as of **June 1, 2023**.