

# TERMS AND CONDITIONS FOR THE PROVISION OF ELECTRONIC SERVICES

## 1. BASIC INFORMATION

1.1. These regulations for the provision of electronic services, hereinafter referred to as the Regulations, are established by Wygoda Travel Sp. z o.o. based in Krakow pursuant to art. 8 section 1 point 1 of the Act of July 18, 2002 on the provision of electronic services (i.e. Journal of Laws No. 2020, item 344).

1.2. The Regulations define the types, scope and conditions of services provided electronically by Wygoda Travel Sp. z o.o. with headquarters in Kraków, at Pl. Bohaterów Getta 17/14, 30-547 Kraków, KRS number 0000291177, NIP number 6762360510, REGON number 120550199 being the operator of the website [www.locallykrakow.com](http://www.locallykrakow.com).

1.3. Information, catalogs, materials and prices posted on the website [www.locallykrakow.com](http://www.locallykrakow.com) do not constitute an offer within the meaning of the Civil Code.

1.4. By using the Website, the User (Client) accepts the conditions set out in these Regulations and undertakes to comply with the rules contained therein.

## 2. DEFINITIONS

2.1. The definitions used in the Regulations mean:

**2.2.1. Website** - the website at [www.locallykrakow.com](http://www.locallykrakow.com), through which Wygoda Travel Sp. z o.o. provides services by electronic means and remote services by contacting the telephone numbers indicated on the website [www.locallykrakow.com](http://www.locallykrakow.com);

**2.2.2. Website operator** - Wygoda Travel sp.z o.o. with headquarters in Kraków, at Pl. Bohaterów Getta 17/14, 30-547 Kraków, KRS number 0000291177, NIP number 6762360510, REGON number 120550199;

**2.2.3. User (Client)** – a person who uses the services of [www.locallykrakow.com](http://www.locallykrakow.com) via the Website and intends to conclude or has concluded a contract for his benefit or for the benefit of another person;

**2.2.4. Terms of Use** – an integral part of the contract, which the User is obliged to read when concluding the contract;

**2.2.5. Privacy Policy** - a document posted on the website in order to inform Users about what kinds of personal data are collected about them and how they will be used.

**2.2.6. Regulations for the provision of electronic services** - these regulations specifying the rules for using the services provided by Wygoda Travel sp.z o.o. by electronic means;

## 3. TYPES AND SCOPE OF SERVICES PROVIDED BY ELECTRONIC MEANS

3.1. On the [www.locallykrakow.com](http://www.locallykrakow.com) website, the website operator allows the Client to:

3.1.1. submitting inquiries and booking services;

3.1.2. purchase of the service via the website [www.locallykrakow.com](http://www.locallykrakow.com);

3.1.3. receiving a newsletter with the latest offers of the website operator;

3.1.4. payment for booking a trip via the FareHarbor system,

3.1.5. making it possible to read the Terms of Participation and other documents provided by the Operator of the website or by other entities.

3.2. When making a reservation, the website uses the FareHarbor system, through which it is possible to purchase certain types of services available on the website [www.locallykrakow.com](http://www.locallykrakow.com), including additional services, the so-called "Tailor-made services".

## 4. MODE OF CONCLUDING CONTRACTS ELECTRONICALLY

4.1. The booking system used is the FareHarbor system.

4.2. The User accesses the service at [www.locallykrakow.com](http://www.locallykrakow.com).

4.3. Upon booking the selected service, the Customer is obliged to provide the required personal data, and then to make a payment via the FareHarbor system for the selected service.

4.4. The Customer's personal data that may be collected during the booking process are: name and surname, telephone number, e-mail address, date of birth, nationality. The customer is also obliged to indicate the collection point from which the service will be provided and, if the invoice is selected, the data necessary to issue it.

4.5. After selecting the service and indicating the required personal data, the Customer makes the payment. In order to make a payment, the Customer, after reading their content, accepts the following: Regulations for the provision of electronic services, Terms of Participation and Privacy Policy.

4.6. Making the payment constitutes accepting the content of the concluded contract specified in the confirmation of the booking conditions, the Regulations for the Provision of Services by Electronic Means, the Terms of Participation, the Privacy Policy and the program of the purchased service.

4.7. After making and paying for the reservation of the service, the Customer will receive a confirmation email sent to the email address provided during the reservation process. In the email attachment, he will receive a ticket for the purchased service.

4.8. After receiving the confirmation of the booking and the ticket, the Customer checks the accuracy of the order placed, and any possible inconsistencies are immediately reported to the website operator. The website operator is not responsible for any incorrect personal data provided in the booking process.

4.9. The contract is considered concluded upon the payment of the entire amount due for the arranged service.

4.10. Payment for purchased services takes place immediately at the booking stage. Payment for "tailor-made services" is agreed individually with the operator of the website.

4.11. The website operator does not guarantee the availability of the service until payment is made.

4.12. The user can purchase several of the same or different services at the same time. Then he is obliged to provide personal data of all persons participating in the service and those on behalf of whom he is making the purchase. In the case of making a reservation for several people, the user making the reservation must pay the entire price for the selected services or service. In this case, the user is responsible for transferring the tickets and providing the details of the trip to the other participants.

4.13. The participant's personal data provided in the booking process must match the personal data on the identity document (ID card or passport) that the participant is required to have during the implementation of the selected service. If necessary, he will be required to present an identity document. In the event of non-compliance of the personal data contained in the reservation with the data in the above-mentioned documents, the payment for services not performed for this reason is not refundable. When making a reservation, the Customer should have appropriate and current documents enabling him to travel, including a valid passport, visas or other documents required upon departure.

## **5. PAYMENT METHODS**

5.1. The website allows you to make a payment via the system provided by FareHarbor, which allows the customer to make a payment by card by providing card details, i.e. number, expiry date, CVV, name of the owner and country.

5.2. Wygoda Travel sp.z o.o. is not responsible for the accuracy or completion of transactions conducted through the FareHarbor system.

5.3. Making the payment in a different way than indicated in point 5.1. is possible after prior arrangement with the website operator.

## **6. CHANGE OF CONTRACT TERMS / CANCELLATION OF BOOKING**

6.1. The User may cancel the reservation free of charge up to 24 hours before the start of the service, except for services that do not provide for such a possibility, about which the Customer will be informed.

6.2. In the case of "tailor-made services", the possibility of canceling a booking is agreed individually with the website operator at the time of booking the service, and in any case not less than 14 days before the start of the service.

6.3. In order to cancel the reservation, please send an e-mail to [info@locallykrakow.com](mailto:info@locallykrakow.com) or contact the website operator by phone during the office hours of Wygoda Travel sp.z o.o.

6.4. If the Customer does not appear on the day of service provision until its commencement, the Customer shall not receive a refund for the purchased service or services.

6.5. Up to 48 hours before the commencement of the service, the Customer may change the date of the service and change the data of the trip participant, except for services that do not provide for such a possibility.

6.6. If the change of the service deadline or the change of the service participant's data involves the necessity to incur additional costs, the Customer is obliged to cover them in full, about which he or she will be informed by the operator of the website.

6.7. The scope of services is consistent with the information available on the website [www.locallykrakow.com](http://www.locallykrakow.com) at the time of purchase. The website operator reserves the right to make changes to the service after its purchase by the customer. Then the customer will be informed about the changes.

6.8. The website operator reserves the right to increase the price of the purchased service or change the program, about which he will inform the User. The user should then immediately, not later than within 72 hours, inform the website operator whether he accepts the proposed change or withdraws from the contract. Lack of information after this date means acceptance of the proposed changes. In the event of withdrawal from the contract, the User is entitled to a refund of all provided benefits within 7 days from the receipt of the information about the withdrawal by the website operator.

6.9. The website operator reserves the right to cancel the service no later than 24 hours before its commencement. The customer will be immediately informed about it and will receive a refund for the purchased service within 7 days from informing the customer about the cancellation of the service.

## **7. COMPLAINTS AND CLAIMS**

7.1. The User has the right to submit complaints in connection with the services provided electronically by Wygoda Travel sp.z o.o. The user is obliged to provide his data in the letter containing the complaint, including name, surname, correspondence address and to briefly describe the issue in question. Complaints should be sent to the address of the Website operator: Wygoda Travel Sp. z o.o. with headquarters in Kraków, at Pl. Bohaterów Getta 17/14, 30-547 Kraków or to the e-mail address: [complaint@locallykrakow.com](mailto:complaint@locallykrakow.com). Responses to complaints will be provided electronically or in writing within 30 days from the date of their receipt.

7.2. In case of reservations during the service, the Customer may also submit it in person to the representative of the website operator.

## **8. TERMS AND CONDITIONS FOR PROVIDING SERVICES BY ELECTRONIC MEANS**

8.1. The technical requirements necessary to work with the ICT system used by the Website include a device with Internet access, equipped with the current version of a web browser with javascript enabled.

8.2. The User is obliged to comply with the prohibition of introducing illegal content to the Website.

8.3. The main threat to every Internet user, including those using electronic services, is the possibility of "infecting" the ICT system by various types of software created mainly to cause damage, such as viruses, "worms" or "Trojan horses". In order to avoid the related risks, including those appearing at the time of opening emails, it is important that the User (Client) supplies his computer, which he uses by connecting to the Internet, with an antivirus program and constantly updates it by installing its latest versions, immediately after their appearance on the market. The website operator also declares that special risks related to the use of the service provided electronically, including the one described in the Regulations, are related to the activity of so-called hackers, aimed at breaking into both the Website operator's system (e.g. attacks on its websites), and that of the User. Therefore, the user acknowledges that despite the use of various modern "defense" technologies by the Website operator, there is no perfect protection against the above-described undesirable actions.

## **9. PROTECTION OF PERSONAL DATA**

9.1. The administrator of personal data of Users (Customers) is Wygoda Travel sp.z o.o., Plac Bohaterów Getta 17/14, 30-547 Kraków.

9.2. You can contact Wygoda Travel in the following way: electronically via the email address: [rodo@wygodatravel.pl](mailto:rodo@wygodatravel.pl), or in writing to the following address: Wygoda Travel sp.z o.o., Plac Bohaterów Getta 17/14, 30-547 Kraków.

9.3. The personal data of the Users (Customers) are processed by Wygoda Travel for the following purposes: 1) Conclusion and performance of the contract (legal basis: Article 6 (1) (b) of the GDPR). 2) Fulfillment of the obligations incumbent on Wygoda Travel under the law, in particular the Act on tourist services (legal basis: Article 6 (1) (c) of the GDPR) 3) Implementation of the legitimate interests of Wygoda Travel, in particular for marketing and promotion of Wygoda Travel products and services, for archival, evidence, statistical and reporting purposes, in order to pursue claims or defend against them (legal basis: Article 6 (1) (f) of the GDPR). 4) In other cases, the personal data of Users (Customers) will be processed only on the basis of the prior consent, to the extent and for the purpose expressed therein (legal basis: Article 6 (1) (a), Article 9 (2) (a) GDPR).

9.4. Wygoda Travel will process the personal data of Users (Customers) for the period necessary to achieve the purposes for which they were collected, i.e. for the implementation of the legitimate interests of Wygoda Travel, including securing and pursuing possible claims. 2) In the scope of fulfilling the legal obligation incumbent on Wygoda Travel for the period and to the extent required by law. 3) In the event that the personal data of Users (Customers) will be processed in order to implement the legitimate interests of Wygoda Travel, referred to above, for the period until these interests are realized or the User (Customer) objects to such processing. 4) If the personal data of Users (Customers) is processed on the basis of their consent until the Users (Customers) withdraw such consent.

9.5. Personal data of the User (Customer) may be made available by Wygoda Travel to the following categories of recipients: agents, carriers, hoteliers, restaurateurs, residents, insurers, resident pilots, transport companies, other travel agencies to the extent that this information is necessary in connection with the performance of the contract for the provision of tourist services, courts and prosecutors and other public authorities in relation to with pending proceedings. 2) Entities processing personal data on behalf of and for Wygoda Travel, including on the basis of the Act on tourist services - the so-called processors. 3) Other entities cooperating with Wygoda Travel, provided that such entity has your consent to provide such data to it.

9.6. In connection with the processing of data by Wygoda Travel, the User (Customer) has the following rights:

- 1) The right to access their personal data and to obtain information, including about the categories of data and the purposes of their processing, as well as to obtain a copy of the User's (Client) data (Article 15 of the GDPR).
- 2) The right to correct incorrect data and supplement missing data (Article 16 of the GDPR).
- 3) The right to request deletion of data - the so-called "Right to be forgotten" (Article 17 of the GDPR), when:
  - a) personal data are no longer necessary for the purposes for which they were collected or otherwise processed,
  - b) the data subject has withdrawn consent, for which the processing is based on and there is no other legal basis for the processing,
  - c) the data subject objects to the processing,
  - d) the personal data have been processed unlawfully,
  - e) the personal data must be removed in order to comply with a legal obligation.
- 4) The right to request restriction of data processing, i.e. to suspend data operations or not to delete data, as required by the submitted application (Article 18 of the GDPR) if:
  - a) the data subject questions the accuracy of the personal data,
  - b) the processing is inconsistent with the law, and the data subject opposes the deletion of personal data, requesting instead to limit their use,
  - c) Wygoda Travel no longer needs personal data for its purposes, but they are needed by the data subject to determine, investigate or defend against claims,
  - d) the data subject has objected to the processing - pending verification whether the legitimate grounds on the part of Comfort Travel override the grounds of objection of the data subject.
- 5) The right to object to data processing (Article 21 of the GDPR), which means that, regardless of the rights listed in this document, the User (Customer) may at any time object to the processing of his personal data by Wygoda Travel based on a legitimate interest of Wygoda Travel, including for direct marketing purposes. The objection is binding for Wygoda Travel, unless Wygoda Travel proves the existence of valid, legitimate grounds for processing that override the interests, rights and freedoms of the data subject or the existence of grounds for establishing, investigating or defending claims.
- 6) The right to request the transfer of data processed in an automated manner, when they are processed by Wygoda Travel on the basis of consent or contract (Article 20 of the GDPR), which means that the User (Customer) has the right to request that the personal data of the User (Customer) be sent by Wygoda Travel directly to another administrator, to the extent technically possible.
- 7) The right to withdraw consent to the processing of personal data at any time, which is processed on the basis of consent, while this right does not affect the lawfulness of the processing which was carried out on the basis of consent before its withdrawal.
- 8) The right to lodge a complaint with the President of the Personal Data Protection Office, if the User (Customer) considers that the processing of personal data is in violation of the GDPR.
- 9) Providing personal data for the purposes of concluding and implementing the contract with Wygoda Travel is voluntary, however, failure to provide this data will result in the inability to conclude and perform the contract with Wygoda Travel. The necessity to provide personal data may also result from the obligations imposed by law, in which case failure to provide the required data may hinder the performance of the contract by Wygoda Travel. In the event that personal data is collected on the basis of consent, providing this data is voluntary.

9.7. The personal data of Users (Customers) may be transferred outside the European Economic Area as part of the Administrator's use of the services of entities providing solutions and IT systems, which entities may store personal data on servers located outside this area (including in the United States) or in as part of the Administrator's provision of services related to the business activity - to the extent necessary for their performance. The personal data of Users (Customers) may be transferred to a third country on the basis of one of the premises listed in art. 49 sec. 1 GDPR, including in particular based on the express consent of the User (Client). The User (Customer) has the right to obtain a copy of the personal data transferred to a third country.

## 10. COPYRIGHT PROPERTY RIGHTS

Photos and other works on the website [www.locallykrakow.com](http://www.locallykrakow.com) belong to Wygoda Travel Sp. z o.o. and are protected under the Act of February 4, 1994 on Copyright and Related Rights. Users have the right to use them by printing selected pages and temporarily saving for purposes related to the selection of the service presented by the Website operator.

## 11. FINAL PROVISIONS

11.1. In matters not covered by these Regulations, the provisions of the Civil Code of April 23, 1964 (i.e. Journal of Laws of 2020, item 1740) shall apply; Act on the provision of electronic services of July 18, 2002 (i.e. Journal of Laws of 2020, item 344) and other relevant provisions of Polish law.

11.2. Disputes arising between Wygoda Travel sp.z o.o. and the User shall be submitted to the relevant competent common courts.