

# *Terms and conditions of using euroTICKET on-line ticket's reservation module*

## **Definitions.**

### **§1**

Definition of terms used herein:

1. „Operator” refers to „ITsoft A. Kacprzak, M. Wojtasik, J. Osuch Spółka jawna w Krakowie”.
2. „System” refers to „euroTICKET On-Line” system, operated by Itsoft company.
3. „User” refers to company which signed an agreement with the Operator and as such has permission to use the System.
4. „Offerer” refers to company which has an agreement with the Operator to sell its services using the System. At the same time „Offerer” is an „User”.
5. „Agreement” refers to an agreement between „Operator” and „User” to render services.
6. „Service” refers to services rendered by „Operator” as specified by „Agreement”.
7. „Invoice” refers to bookkeeping document listing due payments for the services rendered in the „Accounting Period”. „Invoice” is being issued by the „Operator” and presented to the „User”.
8. „Accounting Period” refers to a period of one month, and lists total amount due for the services provided within this time period by the „Operator.”
9. „User's Application” refers to the software supplied by the „Operator” and installed on „User's” computer.

## **General terms.**

### **§2**

The Operator sets the rules in these Terms and Conditions to provide services related to System's access and rules for the System's usage.

### **§3**

The Operator shall ensure access to the system, provided that: User installs application on the computer with installed Windows (NT / XP / Vista) operating system, User's computer has an access to the internet, User fulfills other technical requirements such as proper configuration of the firewall, etc., necessary to provide proper communication between User's computer and the System.

### **§4**

The Operator provides services to the User to the extent specified in the System User Agreement and according to its terms.

## **Steps to sign the Agreement.**

### **§5**

1. User fills out the order form on the System's Operator website with all the information required for the conclusion of the agreement and at the same time accepting the Terms and Conditions contained in this document.
2. Based on the information provided by the User system generates an Agreement in the pdf format.
3. User sends to the Operator two signed and sealed with the company seal copies of the Agreement. One of the copies signed by Operator is send back to the User.
4. Together with the User's Agreement User should send to the Operator copies of the following documents: NIP, REGON, Record of a business registration or incorporation, or an extract from the National Business Registry. In the cases requiring further clarification (such as sending non

complete documentation), the Operator can ask for missing documents which will result in delays of signing of an Agreement.

5.The Operator reserves the right to refuse signing Agreement with the User without giving any reason. User will be notified of such fact within 7 business days from the date the Operator receives from the User signed and sealed Agreement.

6.By signing an Agreement User agrees to the data processing to the extent necessary for implementation and rendering of the services. The Operator is entitled to process the data after termination of an Agreement, to the extent necessary for settling of the accounts or processing of other claims.

## **System installation and usage.**

### **§6**

1.Upon receipt of the Agreement Operator forwards to the User within specified time limit basic information (user names, passwords, licence keys) allowing the User to access installation software and properly install application on the set number of computers.

2.Passwords, Licence Keys, etc. Are transmitted to the User electronically via e-mail and contain as well installation documentation.

3.Installation is being done by the User.

### **§7**

The Operator provides the User with uninterrupted system access every day, 24 hours a day, at an annual availability ratio (SLA) of 95%. However, we reserve the right to interrupt access to the system for technical reasons, in particular related to system maintenance or other causes beyond the control of the Operator and in accordance with the provisions contained in §11 of this Terms and Conditions.

## **The conditions and extent of services.**

### **§8**

1.Within the framework of the „System” – „Sale” and „Bus” modules, the Operator provides:

a)sale of the three kinds of coach tickets:.

- One way,
- Return,
- Open

b)booking of the three kinds of coach tickets:

- One way,
- Return,
- Open

c)Making changes to the tickets.

- Setting return date for an Open ticket,
- Changing departure date,
- Changing return date,
- Ticket's return,
- Return of the return portion of the ticket,
- Ticket's cancellation,
- Confirming booking,
- Booking cancellation,

d)Printout of accounting reports,

e)Blank ticket's management,

f)Management of the Frequent Customers database,

g)Changing price of the offered tickets,

h)Management of the coach fleet and assignment of the passengers to the particular coaches,

i)Sale management with the use of tickets limits,

j)Printout of passengers lists.

2.Within the framework of the „System” – „Insurance Policy” module, the Operator provides:

a)Sale of the insurance policies,

b)Calculation (prior to the sale) of insurance premiums,

- c)Policy printout
- d)Changing policy.
  - Policy cancellation,
  - Shortening policy duration,
  - Extending policy,
- e)Printout of accounting reports.

3.The scope of services available to and the User's access to them depends on specifics of an Agreement and permissions received from Offerers. Services may be turned on and off based on above at any time.

4.Booking made using the System and not removed or cancelled prior to the departure date is treated for accounting purposes as a sold ticket and has to be settled accordingly.

## **§9**

1.Modifications to any of the information in the System required by the Offerer shall be preceded by the written confirmation send to the Operator by electronic means in a particular format. This in particular refers to route schedules, pricing, conditions of service, tariffs, fees, terms and conditions of insurance, insurance documents and permissions. The Operator shall provide the Offerer requirements as to the format of required changes and other data necessary for their implementation.

2.The Operator may refuse to implement the required changes are transmitted in format different than required or if changes contain incomplete data.

3.Modifications mentioned in point 1, are made by the System Operator or by the Offerer's appointed offer administrator.

4.Modifications mentioned in point 1, will be introduced no later than within 10 business days counting from the next day after proper request is made.

5.User is explicitly forbidden to enter in the System illegal content. In the event the Operator receives reliable information about such forbidden usage, the Operator will block access to such data and can't be hold liable for any damages resulting from such action.

## **§10**

1.User is prohibited from passing software received from the Operator to anyone not being a party to the Agreement.

2.The Operator may introduce updates and changes to the application used to communicate with the System. User is obliged to use most recent versions of the software provided by the Operator.

### **Termination of services.**

## **§11**

1.The Operator may suspend some or all services to the User (i.e, „blocking the sale”, „suspending access to the System”, „suspend data modification mentioned in §11) which doesn't pays invoices in a timely manner. These suspensions of services will apply until all outstanding invoices are settled by the User.

2.The Operator may suspend services in the event of gross violations of „The Terms and Conditions” until such time when such usage no longer takes place and all possible damages are addressed.

3.The Operator and the User agree that the date the invoice is recognized as paid is the date the amount is recognized by the bank of the Operator.

4.Limiting or suspending services as mentioned in points 1 or/and 2 doesn't affect the fees for which User will be invoiced nor the dates these payments are due.

### **Operator's liabilities.**

## **§12**

1.The Operator shall not be liable for any damages arising from improper use of the application by the User, damages to the User hardware, damages to the operating system or any other software installed on the User's computer.

2.The Operator shall not be liable for failing its obligations under the Agreement, if this is the result of force majeure (a sudden event, which could not be anticipated prior to the signing of the Agreement and which are not being caused by the negligence of the Operator)

3.The Operator shall not be liable for any damages resulting from failure of telecommunications links, and information systems that are not under direct control of the Operator.

### **§13**

1.User is entirely responsible for all activity carried out in the System by people using his/her account.

2.If the User notices that the account assigned to him/her is being used by somebody else without his/her consent, User must immediately notify the Operator that such situation took place.

3.User acknowledges that he/she will never take any action to breach System security module, take control of security module and identification accounts nor in any case compromise the System security. User acknowledges that he/she has been notified that such an action will bring full liability claims by the Operator.

### **§14**

1.The Operator and the User are obliged to mutual confidentiality of the terms of the Agreement and any other information obtained during the implementation of the Agreement. Information may be used only i solely for the purposes related to fulfilling the terms of the Agreement.

2.The operator has the right to list the names of its Users and the presentation of the general scope of services provided on their behalf for the purposes of marketing and advertising, unless the Agreement states otherwise.

3.The Operator guarantee security of the data stored in the system and confidentiality of the information contain within this data according to the IT industry standards.

4.Any information referred to in points 1 and 2 may be provided to third parties only in cases where required by the law

5.In no event shall the liability of the Operator and its employees, agents, subcontractors and other entities remaining in the legal relationship with the Operator in regards to the operation of the System, exceed the monthly license fee for a User or the amount of 1000, - PLN, whichever is less.

## **Claims and Complaints.**

### **§15**

1.User may lodge a complaint, on the failure or improper implementation of the Agreement by submitting it in writing to the mailing address of the Operator or by e-mail to [biuro@euroticket.pl](mailto:biuro@euroticket.pl) using "Complaint" as an e-mail subject.

2.Complaint submitted in writing or sent electronically requires confirmation by the Operator in writing or electronically within 5 business days from the date of receiving such complaint.

3.Complaint should contain:

a)User's name (identification) together with the mailing address,

b)Subject of complaint,

c)Facts and documents to substantiate the complaint ,

d)The amount of compensation or other specification of in lieu of payment.

e)User's signature if complaint is made in writing and mailed to the Operator.

4.The complaint may be made within 1 month from the date on which the event took place. In case if complaint applies to invoices User has 1 month from the date the invoice has been received. All complaints made after above deadline, or complaints in breach of §3 will be disregarded and the Operator will notify the User of such action.

### **§16**

1.Submitting complaint doesn't suspend the User's obligation to pay invoices in full amount.

2.The operator shall respond to the complaint in writing within 30 working days from the date the claim has been accepted. In cases where it is impossible to confirm basis of the claim within above deadline, User will be promptly notified of that.

3. User can address complaints in the court of law only after his/her complaint has been rejected

by the Operator as mentioned in points 1 through 3 above.

## **Terminating Agreement.**

### **§17**

1. Agreement can be terminated in the manner and under conditions specified in the Agreement
2. In such case the Operator:
  - a) Upon receiving in writing Offerer's request within 1 month from the termination date will provide the Offerer with the copy of all System data applicable to the Offerer's transactions. Above data will be provided in text form on a data storage medium.
  - b) Will remove above data from the System,
  - c) Will block User's access to the system.

## **Final terms.**

### **§18**

1. The Operator has a right to make changes to the Terms and Conditions of the euroTICKET system usage.
2. Changes in the Terms and Conditions made after User have entered into Agreement with the Operator can be transmitted to the User by posting them in the application's information system, posting them on the Operator's website or sending them to the User via e-mail. Changes are applicable from the date stated in the Terms and Conditions document.
3. Within 14 days from the date changes are made to the Terms and Conditions document User can notify the Operator about non acceptance of changes and can terminate the Agreement.
4. The termination notice is 1 month and the Agreement is terminated at the end of calendar month.
5. If the User doesn't terminate Agreement as stated in points 3 and 4, User implicitly accepts new Terms and Conditions as stated in point 2.

### **§19**

1. This Terms and Conditions applies to both sides of the Agreement from the time the Agreement is signed or from the time changes are made to the Terms and Conditions as stated in § 18.
2. Terms and Conditions are made available to the User on the Operator's website in the form which allows for its print, download and saving.

### **§20**

1. In case of the change of User's data as presented on the Agreement, User is obliged to notify the Operator that such change took a place.
2. The Operator is not responsible for any damages due to the User not notifying the Operator about changes to User's mailing and identification data. The Operator will always try to communicate with the User using the last known address and identification data and consider that User received all information submitted in this way.

### **§21**

These Terms and Condition are applicable sides of the Agreement as of 1<sup>st</sup> May 2009.