

# **TERMS AND CONDITIONS**

## *of using euroTICKET on-line ticket's reservation system*

### **Definitions.**

#### **§1**

Whenever the following words and symbols appear in the contents of these Terms and Conditions or in agreements on the use of the Internet-based euroTICKET On-Line booking system, they shall be understood as follows:

1. „Operator” refers to „ITSOFT spółka z ograniczoną odpowiedzialnością spółka komandytowa”.
2. „System” shall mean the euroTICKET On-Line system that is owned and administered by the Operator.
3. „Module” shall mean a separate part of the System applied to one type of services of the Offerer (without WWW sites).
4. „Module „Bus Tickets”” shall mean a Module that applies to sale of bus tickets by „User” .
5. „Module „Insurance”” shall mean a Module that applies to sale of tourist insurance policies by „User”.
6. „Module „Plane Tickets”” shall mean a Module that applies to sale plane tickets by „User”.
7. „Module WWW” shall mean a separate part of the System applied to one type of services of the Offerer via web sites.
8. „Module WWW - „Tickets”” shall mean a Module enabling the Client to purchase bus tickets via websites.
9. „Module WWW - „Travel Insurance Comparator”” shall mean a Module enabling the Client to purchase tourist insurance policies via websites.
10. „User” refers to company which signed an agreement with the Operator and as such has permission to use the System.
11. „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”.
12. „Carrier” refers to company which perform a transport service offered for sale as part of the Offerer's services. The „Carrier” may be at the same time an „Offerer”.
13. „Agent” shall mean a company, that intermediates in the sale of services with the use of the System pursuant to agreements concluded with Offerers or with Operator. At the same time „Agent” is an „User”.
14. „Branch” refers to the system's account owned by an Agent and refers to localization different than localization of the Agent's main account. At the same time „Branch” is an „User”.
15. „Client” means a natural or legal person using the System to purchase the Service.
16. „Agreement” refers to an agreement between „Operator” and „User” to render services.
17. „Service” refers to services rendered by „Operator” as specified by „Agreement”.
18. „Invoice” refers to bookkeeping document listing due payments for the services rendered. „Invoice” is being issued by the „Operator” and presented to the „User”.
19. „User's Application” refers to the software supplied by the „Operator” and installed on „User's” computer.
20. „Route” shall mean a coach connection from a group of towns in one country with a group of towns in the same or another country, carried by a single bus, provided that transfer connections in the territory of the country of the Offerer shall not be treated as a separate route.
21. „Carriage Contract” means the contract concluded between the Carrier and the Client regarding a transport service.
22. „Ticket” means a document confirming the conclusion of the Carriage Contract issued by name to the Client entitling him to travel and indicating details of its performance such as: date, time, relation, place of departure and arrival and the Carrier.
23. „Online Policy Offer” means the functionality of the Module „Insurance”, which enabling to issue policy offers with the possibility for the Client to pay for it by an electronic payment, using the Operator's Payment Authorization Center.

### **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 ensures the use of the System provided that the User has: a computer with the Windows operating system and web browser installed, which have the present manufacturer's support and for which security patches are issued, User's Application installed, 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's User Agreement and according to its terms.

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

### **§5**

- 1.The Agent shall fill in a System Order form on the WWW site providing data necessary for the conclusion of the Agreement and 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.Agent sends to the Operator two signed copies of the Agreement. One of the copies signed by Operator is sent back to the Agent.
- 4.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.Agreements with Offerers are concluded under individual arrangements with the Operator.
- 6.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.
- 7.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.
- 8.By accepting these Terms and Conditions pursuant to Art. 19, the User shall express his consent to being sent invoices electronically in any electronic format.

### **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.
- 4.Operator may allow User's access to selected modules without a need to install them on the User's computer. In such case, access to the System will be provided with the use of internet browser.

### **§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 §12 of this Terms and Conditions.

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

### **§8**

- 1.Within the framework of the System – „Bus Tickets” Module, 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” 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,
  - Policy extension,
  - Extending policy,

e) Printout of accounting reports.

3. Within the framework of the System – „Plane Tickets” Module, the Operator provides:

- a) Connection search,
- b) Sale of the plane tickets,
- c) Ticket printout,
- d) Sending the ticket and invoice for the ticket by the e-mail,
- e) Management of the Customers database.

4. Within the framework of the System – Module WWW “Tickets”, the Operator provides:

- a) Sale of coach tickets,
- b) Operations on coach tickets,
- c) Print-outs of accounting reports.

5. Within the framework of the System – Module WWW “Travel Insurance Comparator”, the Operator provides:

- a) Comparison and sale of travel policies,
- b) Policy printout,
- c) Sending the policy to the e-mail address.

6. The Operator may make Modules available in the System other than those described in section 1, 2, 3, 4 and 5. The introduction of a new Module to the System shall not constitute a basis for amending the Terms and Conditions.

7. The scope of services made available for the User in individual Modules depends, in particular, on the specific Offerer, rights assigned to the User, etc. and may differ from that given in sections 1, 2, 3, 4 and 5.

8. Bookings completed, i.e. bookings made in the “Bus Tickets” Module and that have not been removed or changed into a ticket before the departure date shall be treated as sold tickets for the purposes of settlements with the Offerer.

## §9

1. The Offerer which sell bus tickets in the System, which is not at the same time also the Carrier, is responsible for resulting from the Contract the actions of the Carrier, performing transport under its offer, as for its own.

2. The Offerer undertakes to place in the System a complete offer of its services and to immediately inform the Operator about changes in its offer or launch of the new services.

3. The Offerer undertakes to set in the System prices and availability of free places at the level no worse than in other systems or used for own sales conducted by the Offerer.

4. The Offerer is solely responsible for the proper performance of the Carriage Contract, including its timeliness, compliance with the parameters indicated on the Ticket and the standard of the service.

5. The Offerer undertakes to inform Clients and its Agents about coach delays of more than 1 hour and about course cancellations at least 24 hours before its performance.
6. The Offerer undertakes to inform Operator about coach delays of more than 1 hour and about course cancellations at least 24 hours before its performance with the use of the tools provided by the Operator in the System.
7. In the event of a delayed arrival of the bus to the bus stop indicated in the Ticket above 2 hours, the Client is entitled to a refund of 100% of the price of the purchased Ticket.
8. If the Client has a Ticket issued in the System and the Carrier refuses to enforce the Carriage Contract due to the lack of seats on the bus or for another reason lying on the side of the Carrier, the Client is entitled to a refund of 100% of the price of the purchased Ticket. In addition, the Client has the right to travel for free on another route of this Carrier on the same relation or to refund the cost of purchasing of a Ticket in the System for an analogous connection of another Carrier, within 24 hours from the date of the departure indicated in the Ticket.
9. In the event of cancellation of the course by the Carrier or in cases described in point 7 and 8 of this paragraph, the Operator will allow a 100% refund of the Ticket price without the confirmation from the Offerer and shall inform the Offerer, Agent and Client about this fact on available contact data.
10. In the event of cancellation of the course by the Carrier or in cases described in point 7 and 8 of this paragraph, the Agent and Operator have the right to charge a commission for the sale of this Ticket in full amount. Calculation of the above commission can be performed outside of the System or in the System using the settlements provided by the Operator.
11. The Client has the right to make a complaint regarding improper performance of the transport service directly to the Offerer or through an Agent or Operator.
12. The Offerer is required to indicate the person responsible for handling complaints and provide an email address for sending it.
13. The Offerer undertakes to handle the complaint within 14 days from the sending it to the email address indicated in point 12.
14. The Complaints not handled by the Offerer within the time limit indicated in point 13 are considered justified. In this case, the Agent via the Operator will satisfy the Client's demands and the incurred costs together with the costs of handling complaints will be charged to the Offerer.

## **§10**

1. Operator will make the Online Policy Offer available to the Users.
2. Issuing an Online Policy Offer, the User accepts the provisions of this paragraph and authorizes the Operator to accept the payment for the policy resulting from its approval by the Client and to settle this payment with the User under the conditions set out in this paragraph.
3. The User will be able to issue an Online Policy Offer only for those Offerers, with whom he has concluded an appropriate agency agreement.
4. The Operator informs that the process of issuing the Online Policy Offer will be as follows:
  - a) The User selects the Online Policy Offer in the Module "Insurance", selects the product variants expected by the Client and completes the data required by a specific Offerer,
  - b) The Client, after accepting the terms of the sent offer, will be redirected to the Operator's Payment Authorization Center to pay for the policy,
  - c) After receiving the confirmation of payment, the System will automatically convert the Online Policy Offer into a policy and enable it to be saved or printed. Its copy in PDF format will be sent to the Client's e-mail to which the Online Policy Offer was sent,
  - d) The sold policy is immediately visible in the System and the User will receive an e-mail notification about the approval and payment for the Online Policy Offer,
  - e) The User settles the sales of approved Online Policy Offers together with other sold policies and under the terms and conditions specified in the agreement concluded with specified Offerer,
  - f) The User performs operations on policies, resulting from the approval of the Online Policy Offer, in accordance with the terms and conditions of a given Offerer and in the same way as for other policies,
  - g) The amount due for canceled or shortened policies, resulting from the approval of the Online Policy Offer, is transferred to the Client by the Operator and will be settled with the User.Changing the sales process of the Online Policy Offer shall not constitute a basis for amending the Terms and Conditions.
5. The User not incur any additional fees for using the Online Policy Offer.
6. The value of the premium for the approved Online Policy Offers together for all Offerers will be transferred by the Operator to the User within 5 days after the end of a given calendar month to the bank account indicated in the User's data in the System.
7. The value of the premium consists of the gross value of all policies issued in a given calendar month, reduced by the value of the policy cancellations and shortening.
8. The basis for determining the value of the premium is the sales report from the System.
9. The User undertakes to complete the bank account number in the System and to ensure that it is up-to-date and has been reported to the relevant Tax Office (should be present on "White list of VAT

taxpayers"). The User also undertakes to immediately inform the Operator about changing the bank account or deleting the bank account from the "White List of VAT taxpayers". The Operator reserves the right to withhold transfers of receivables to the User until an account indicated in the System will be in accordance with the provisions of this point.

10. When the receivables resulting from the approved Online Policy Offers are lower than the cancellations and shortenings of policies made in that period, the amount due to the Operator will be transferred to his bank account by the User within 7 days from receiving the request for payment from the Operator by the e-mail.

## **§11**

1. Modifications to any of the information in the System required by the Offerer shall be preceded by the written confirmation sent to the Operator by electronic means in an acceptable format. This in particular applies 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.

## **§12**

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.**

## **§13**

1. The Operator may suspend the provision of some or all services to the User (i.e., „blocking the sale", „suspending access to the System", „suspend data modification mentioned in §10) who fails to make payment of the amounts due, as indicated in the Invoice, within the time specified in the Invoice or when the User fails to pay to the Operator in timely the payment for the tickets sold through the Operator. 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 day when the Operator's bank account has been credited or when the authorisation center has provided information that payment has been made online shall be deemed as the payment date of the amounts due under the Invoice.

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.**

## **§14**

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.

## **§15**

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.

## **§16**

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.**

## **§17**

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.

## **§18**

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.**

## **§19**

1. Agreement can be terminated in the manner and under conditions specified in the Agreement
2. Agreement will be automatically terminated if the User doesn't report any sale transactions within a six month period.
3. 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 or available for online download.

- b) Will remove above data from the System.
- c) Will block User's access to the system.

## **Final terms.**

### **§20**

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.

### **§21**

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 §20.
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.

### **§22**

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.

### **§23**

These Terms and Condition are applicable sides of the Agreement as of 20<sup>th</sup> December 2022.