

**Statute
providing services by electronic means**

§ 1

General provisions

1. The following Regulations regulate the rules of using the reservation system located on the website www.gosciniieskorusa.pl, regarding accommodation in Gościniec Skorusa placed in Kościelisko;
2. Address details of the Service Provider:
e-mail address: rezerwacje@gosciniieskorusa.pl,
mailing address: Bobak sp. z o.o. st. Fr. J. Stolarczyka 14/7, 34-500 Zakopane;
3. The Service Provider fulfills the obligations arising from the provisions of the GDPR. Specific regulations regarding the processing of personal data and the use of cookies are described in the Privacy Policy on the website www.gosciniieskorusa.pl.

§ 2

Definitions

For the purposes of these Regulations, the meaning of the following terms is assumed:

1. Reservation system - a system on the website www.gosciniieskorusa.pl, which enables booking and payment for accommodation in Skorusa Guesthouse/ Gościniec Skorusa (farther referred to as, the Service Provider);
2. Service Provider - BOBAK limited liability company with its registered office in Zakopane (34-500), ul. Fr. Józefa Stolarczyk 14/7, entered into the Register of Entrepreneurs of the National Register Court by the District Court for Kraków - Śródmieście in Kraków, 12th Division Commercial number 000692357, with a registered capital of 10,000 PLN, NIP number 7361726006, National Business Registry Number 368100067);
3. Client - a natural person with full legal capacity, a natural person conducting business activity, a legal person, an organizational unit that is not a legal person to whom the law grants legal capacity, using the Service;
4. Customer, who is a natural person performing an unrelated legal act directly with its business or professional activity;
5. Distance contract - means a contract concluded between the Service Provider and the Customer as part of an organized procedure of the distance contracting system, without the need for the participation of both parties to the contract in one place and time, concluded by one or more means necessary for distance communication until the time of conclusion of the contract.

§ 3

Terms of Service

1. Each Customer, upon taking steps to use the Service, is obliged to read and comply with the provisions of these Regulations;

2. To use the reservation system, access to the terminal device with the operating system, web browser, access to the Internet, browser pdf, word, excel files and an active e-mail address is required;
3. The Service Provider takes technical and organizational measures to provide the Customer with a safe access to the Website and the booking system, in particular: through means preventing access and modification of personal data by unauthorized persons;
4. The Service Provider is not responsible for interruptions in the functioning of the website and the reservation system, caused by force majeure, forbidden operation of third parties or incompatibility with computer hardware or software used by the Customer;
5. The booking service can be used 24 hours a day around the clock, 7 days a week. The service provider has the right to perform technical breaks in the functioning of the Website, including the system reservation, necessary for the ongoing operation and maintenance of the server and software;
6. To access the Service, the Customer indicates the type of room, number of people, and makes a choice on the dates available in the service and at the prices indicated on the booking website;
7. In order to place an order, you must complete the booking form, enter the necessary data, choose one of the available payment methods, accept the Regulations, click the button "I buy and pay", and make the payment within the specified period and in the pre-selected way;
8. The agreement between the parties is concluded at the time when payment for the Service has been completed in the booking process. The conclusion of the contract is confirmed by the Service Provider by e-mail;
9. By placing an order on the Website, each Customer declares that they have read the Regulations and accepted its provisions, and consented to the processing of data personal data in the manner and for the purposes set out in the Regulations;
10. The customer is obliged to provide true and up-to-date data during the registration process, which is necessary for the provision of the Service by the Service Provider.

§ 4

Payments

1. The prices posted on the Website are given in Polish zlotys and are gross prices;
2. The binding price for the parties to the transaction is the price at the time of placing the Order by the Customer;
3. The customer makes the payment by choosing one of the following payment methods:
 - a. payment by bank transfer to the Service Provider's account,

- b. credit/debit card: Visa, Visa Electron, MasterCard, MasterCard Electronic or Maestro,
- c. electronic transfers,
- d. mobile payments, including BLIK;
- 4. Detailed information on available payment methods can be found in the form Orders;
- 5. On-line payment with a card is made directly on the website of Autopay S.A;
- 6. Payment by bank transfer is made to the account: 36 1140 2004 0000 3402 7705 4896;
- 7. Electronic payments on the Website are made via the website: PayU and PayPal.

§ 5 Complaints

1. The Customer may submit a complaint in writing or electronically to the addresses indicated in §1 section 2 of the Regulations;
2. The complaint should contain the Consumer's identification data, a description of what the complaint concerns and related requests. In the case of incomplete information, the Service Provider will call the Consumer to complete it within 14 days from receiving the request, with the instruction that failure to remedy the deficiencies within the indicated period of time will result in leaving the complaint without recognition;
3. The deadline for considering the complaint by the Service Provider is 14 days from the date it was correctly submitted. No response from the Service Provider in the above-mentioned deadline means the acceptance of the complaint by the Service Provider.

§ 6 Withdrawal from the contract

1. The Customer, who is a Consumer, who has concluded a distance contract with the Service Provider may withdraw from the Agreement within 14 days without giving any reason;
2. This requires sending a statement of withdrawal from the contract before the expiry of the above-mentioned deadline in the form of a letter sent by e-mail or post to the address provided in § 1 section 2 of the Regulations;
3. For this purpose, the consumer may use the template provided in the attachment below;
4. In the event of withdrawal from the Agreement, the Service Provider returns all payments received, no later than 14 days from the date on which the Service Provider was informed about the withdrawal by the Customer. The Service Provider will refund the payment using the same payment methods that were used in the original transaction, unless the Customer expressly agreed to a different solution, which will not involve any costs for him.

§ 7

Out-of-court ways of resolving consumer disputes

1. The Customer has the option of using extrajudicial means of dealing with complaints and pursuing claims. Among other things, the Customer has the option of using help or mediation proceedings:
 - a. a permanent amicable consumer court,
 - b. the voivodship inspector of the Trade Inspection,
 - c. county consumer rights ombudsman,
 - d. a social organization whose statutory tasks include consumer protection,
 - e. the EU ODR internet platform (<http://ec.europa.eu/consumers/odr/>);
2. Additional information on out-of-court complaint handling and pursuing claims can be found by the Customer on the website <http://www.uokik.gov.pl>;
3. The Service Provider agrees to submit any disputes arising in connection with the concluded distance contracts through mediation.

§ 8

Final Provisions

1. The Regulations come into force on the 23th of March, 2023;
2. Any changes to these regulations come into force upon publication, with reservation to the provisions regarding contracts already in progress;
3. In matters not covered by the provisions of these Regulations, the provisions apply to the Common Law, including the act on the provision of electronic services.

LIST OF ATTACHMENTS

Annex to the Regulations No. 1 - Model withdrawal form

Attachment - withdrawal form

(place and date)

Agreement withdrawal form

[this form should be completed and returned only if you wish to withdraw from the contract]

I hereby inform about my withdrawal from the contract concluded in the booking system on page _____.

The date of conclusion of the contract

Customer's name _____

Customer's address _____.

Customer's signature