



# NUEVAH SERVICE AGREEMENT

## TERMS & CONDITIONS

Hereinafter referred to as the "Agreement", concluded between:

**Nuevah Sp. z o.o.**

with its registered office in Warsaw, 00-375, Smolna 11, having a share capital of PLN 5 000 fully paid, entered in the register kept by the District Court for the Capital City of Warsaw, XII Commercial Department of National Court Register, KRS Number: 0000553259, NIP (Tax Identification Number): 5213694377, REGON (Statistical Number): 36130116000000

hereinafter referred to as "**Nuevah**", "**we**" or "**our**"

and

A natural or legal person or an organizational unit without legal personality, with which Nuevah has signed the Agreement, hereinafter referred to as

„**Client**”, "**you**" or "**your**"

Nuevah and the Client will be hereafter collectively referred to as "Parties" and individually as the "Party".

The parties agree as follows:

### § 1.

1.1 In the Agreement, the following definitions shall apply:

**Nuevah platform:** Nuevah online platform through which it is possible to use the Service

**Service:** Chargeable service or services provided by Nuevah specified on [www.nuevah.com](http://www.nuevah.com) including functionalities made available through the Nuevah platform in a selected paid package.

**Account:** Client's account on the Nuevah platform, through which the Service is provided.

**User:** A natural person authorized by the Client with access to the Account. One account may be accessed by one or more users, depending on the Client's choice.

**Customer:** A natural or legal person or organizational unit without legal personality, booking the accommodation at the Client's property

**Reservation:** A collection of information defining the booked stay of the Customer at the Client's, in particular its time.

## **§ 2.**

2.1 The Agreement defines the terms and conditions of the Service provided by Nuevah. The terms and conditions govern the contractual relationship between the Client and Nuevah, including but not limited to the Client's use of Nuevah platform, as well as the use of Service. They create legally binding obligations, and the Client should review them carefully before accessing the Nuevah platform or using any part of the Service. If you are accessing Nuevah platform on behalf of a company or other entity, you represent and warrant that you are authorized to bind such entity to the provisions hereof. The Terms as well as the pricing of Service may be revised from time to time without notice, and the then-current version of the Terms will apply to any transaction or action or omission of the Client or Nuevah.

2.2 The Client declares to conduct business activities and signs this Agreement in connection with these activities, thereby lacks consumer powers and can shape freely its rights and obligations in the agreement, including the effective waiving of certain rights.

2.3 In order to use the Nuevah platform, the Client and the Users are required to:

- a) have a mobile or a computer device with a web browser, with the appropriate configuration allowing access to the Nuevah platform at the Internet address [pms.nuevah.com](http://pms.nuevah.com), and for the acceptance and use of cookies and the connection of the terminal equipment with the Internet,
- b) have access to a web browser with minimum requirements: Google Chrome version 46.0, with the possibility to handle Java scripts,
- c) have an active email address

## **§3.**

3.1 The primary objective of the Service is to provide the Clients and Users with the online access (i.e. via the Internet) to the Nuevah platform paid by the Client.

3.2 Any new features which augment or enhance the current Service, including the release of new features or products, is also governed by the Terms.

3.3 Nuevah reserves the right at any time to change or discontinue the Service with or without notice. You agree that Nuevah shall not be liable to you or to any third party for any modification, suspension, or discontinuance of any of the services. If a service or product is listed on the Nuevah's website at an incorrect price or with incorrect information, Nuevah reserves the right to refuse or cancel orders placed for that service or product, whether or not the order has been confirmed and even if the Client's Account has been charged (in which event a credit will be issued to the Client's account in the amount of the charge).

3.4 Nuevah's creation or transmission of an order confirmation does not signify acceptance of your order, nor constitute a binding confirmation of an offer to sell any service offered on

Nuevah platform, and Nuevah reserves the right to accept or decline your order for any reason. Nuevah may contact you and require additional information from you before granting such approval.

3.5 Service on the Nuevah platform is not for resale. We reserve the right to refuse, cancel or seek the return of any services or products that are purchased in violation of our policies and restrictions.

#### **§4.**

4.1 Nuevah ensures due diligence in order to provide the Service at the highest level.

4.2 In order to adjust the Service more closely to the Client's needs, it is possible to provide the individual and payable development of functionality of the Service following the prior consultation with Nuevah.

#### **§5.**

5.1 The Client's receipt of access to the Account (i.e. the username and password) is considered as the beginning of the Service.

5.2 Each log in to the Nuevah platform is done on the website pms.nuevah.com, using the username and password unique for each User.

5.3 User is obliged to keep secret the login and password to the Account.

5.4 If the User loses the login and password to the Account or suspects that it could be known to an unauthorized person, the Client is required to immediately change the password.

5.5 Nuevah is not liable for any damages caused in connection with the access of unauthorized parties to the Account.

5.6 Unlimited number of Users can have access to one Account.

5.7 In the case of an apparent breach of the Agreement by the Client, Nuevah is entitled to block the account of the Client or individual Users without prior notice to the Client. The funds paid by the Client will not be returned.

#### **§6.**

6.1 The Service price is expressed in USD, EUR or PLN. In case of Clients with the registered address in Poland the VAT will be charged. Subject to the EU law, the EU registered companies (with valid VAT number and country of registration other than Poland) will not be charged VAT. The VAT is settled based on the reverse charge rule, i.e. the purchaser is obliged to settle the VAT in the country of its residence.

6.2 The Service price depends on the package of products chosen by the Client.

6.3 Description of available packages with current prices is published on the Nuevah website ([www.nuevah.com/pricing](http://www.nuevah.com/pricing)).

6.4 Nuevah allows credit or debit card subscription as the payment method.

6.5 The Client is charged for the first month or the first year of using the Service on the date or before the date of completion of the trial period, referred to in § 8.

a) In case of monthly subscription the amount for each subsequent month will be automatically charged from the provided credit or debit card. In case the payment method is declined Nuevah will disable the service for the subsequent month until a new and functioning credit or debit card is provided.

b) In case of yearly subscription the amount for each subsequent year will be automatically charged from the provided credit or debit card. In case the payment method is declined Nuevah will disable the service for the subsequent year until a new and functioning credit or debit card is provided.

c) The Client may pay at once for more than one month access to the Service.

d) In the case of payment declines and if the service remains disabled for more than 30 days Nuevah reserves the right to close the Account and does not guarantee to store any data or information assigned to that Account.

6.6 Nuevah reserves the right to unilaterally amend the price of the Service. The right referred to in the previous sentence, will not affect any payments made before the date of entry into force of the price change.

## **§7.**

7.1 Nuevah gives the Client and Users a possibility to try free of charge the basic package of Service.

7.2 The trial period lasts for 14 days from the date of granting the Client the access to the Account.

7.3 During the trial period the Client may purchase the access to the Service. The commencement of the paid Service starts from the date of the receipt of payment.

7.4 Upon the trial period end date and in the absence of payment for the continued use of the Service, the Users access to the account is blocked and Nuevah reserves the right to close the Account at any moment and does not guarantee to store any data or information assigned to that Account.

7.5 All the provisions of the Agreement apply to the trial period, in particular provisions on the lack of responsibility of Nuevah for any damage caused in connection with access of unauthorized persons to the Account.

#### **§8.**

8.1 Nuevah provides Users with a possibility to use a beta testing features of Service.

8.2 All the provisions of the Agreement apply to the beta testing version of the features, in particular provisions on the lack of responsibility of Nuevah for any damage suffered by the Client and further referred to in §9.

#### **§ 9.**

9.1 Nuevah, in the fullest extent permitted by law is not liable for any technical problems, including in particular gaps in the functioning of the Nuevah platform due to force majeure, unauthorized acts of third parties, the Nuevah platform's incompatibility with technical infrastructure of the Client or the Customer, Internet connectivity problems of the Client or the Customer.

9.2 Nuevah is not liable for any damages suffered by the Client or third parties in connection with the use by the Client or User or Customer of the Nuevah platform, in particular this applies to damages related to loss of data relevant for the Client or damages caused by interruptions in the operation of the Nuevah platform. The Client shall use Nuevah platform and grant access to third parties on his/her own risk.

9.3 Nuevah makes every effort to provide the highest level of service, however Nuevah does not exclude the possibility of a temporary suspension of the availability of the Nuevah platform due to maintenance, overhaul, replacement of equipment, or in connection with the need to upgrade or expand the Nuevah platform.

9.4 In the fullest extent permitted by applicable law Nuevah is not responsible for the blocking by mail servers administrators of messaging to the email address specified by the User, Client or Customer, nor for the removal and blocking of emails by software installed on the computer used by the User, Client or Customer.

9.5 The Client is responsible for the accuracy, completeness, correctness and an up to date character of the information, that the Client or the User stores on Nuevah platform.

9.6 Nuevah shall not be responsible for the accuracy of the information presented to the Customer within the Nuevah platform by the Client nor for the quality of the services offered by the Client.

## **§ 10.**

10.1 Nuevah has full rights, including economic copyright for Nuevah platform in particular for graphics, source code and documentation. Any use of the Nuevah platform by the Client or entities associated with the Client, for any other purpose than the use of the Service in accordance with its intended purpose, in particular for copying or modifying a graphic or source code, or its parts thereof is prohibited.

10.2 The Client may not download any portion of the Nuevah platform or use of any Services other than for their intended use. The Client may not use any data mining, robots, or similar data gathering tools or otherwise exploit their access to the Service for any commercial purpose.

10.3 The Client may not attempt to disassemble, decompile, reverse engineer, or otherwise modify or attempt to access the software, related code, or any portion of the Service.

10.4 Only the Client and indicated Users may use the Nuevah platform for the purpose of the Client's own activities. The Client has no right to grant the access to services to third parties.

10.5 The Client and Users are required to comply with the provisions of Polish law and the rules of social conduct in connection with the use of the Nuevah platform.

10.6 Nuevah is not responsible for any legal relationships arising between the Client and the Customer in connection with the use of the Nuevah platform by the Client.

10.7 The Client is the only entity responsible for actions taken by the Customer, the responsibility of Nuevah is waived.

## **§ 11.**

11.1 Nuevah does not processes in any way personal information of the Customer. The Client is the sole responsible for any legal requirements specifically due to the processing of any Customer data used on the platform.

11.2 Nuevah can access personal data of Customers only as a result of the expression of prior consent from the Client who processes the data of Customers. The Client granting consent declares that access to personal data by Nuevah will not violate the law in any way, including in particular the rights of persons whose data are processed.

11.3 Nuevah does not share, sell, modify, delete, or otherwise interfere with Customers personal data.

11.4 The Client is obliged to draw up a model contract (regulations) corresponding to regulatory requirements connecting the Client with the Customer in relation to the Client's use of the

Nuevah platform, and the privacy policy in relation to the processing of personal data of the Customer.

11.5 The Client is also obliged to comply with any other legal obligations necessary for the proper use of the Nuevah platform.

## **§ 12.**

12.1 When the Client uses Nuevah platform support service or sends emails to Nuevah, the Client is communicating with Nuevah electronically. The Client consents to receive communications from Nuevah electronically. Nuevah will communicate with the Client by email or via support system through Nuevah platform. The Client agrees that all agreements, notices, disclosures and other communications that Nuevah provides to the Client electronically satisfy any legal requirement that such communications be in writing. Any comments, materials, or letters sent by the Client to Nuevah, including, without limitation, questions, comments, suggestions, criticisms or the like ("Received Materials"), may be deemed by Nuevah to be non-confidential and free of any claims of proprietary or personal rights. Nuevah shall have no obligation of any kind with respect to such Received Materials and Nuevah will be free to reproduce, use, disclose, exhibit, display, transform, edit, abridge, create derivative works from and/or distribute the Received Materials without limitation or restriction.

12.2 Nuevah is free to use any ideas, concepts, know-how, or techniques contained in any communication the Client sends to Nuevah for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products using such information or ideas, without compensation or any other obligations to anyone, including the Client. The Client agrees that any information he or she receives from Nuevah related to Nuevah's operations, plans, customers, methods, business, finances, procedures, and other information that would reasonably be considered confidential shall be considered Confidential Information and that the Client will not disclose any Confidential Information to third parties during the term of this Agreement and for a period of five years after its expiration.

12.3 If the Client uses any communication tools available through the Nuevah platform (such as support message or email or sms notification), the Client agrees to use these communication tools only for legal and legitimate purposes. It is forbidden to use any of these communication tools for publishing or disseminating any material unrelated to the utilization of the Nuevah platform, including (but not limited to): goods or services offers for sale, files that can damage the computer systems or information programs of any other person, content that can be offensive for any of Nuevah users or any materials that would violate the law (including materials that are protected by copyrights, intellectual property rights or business secrets upon which you have no utilization right).

12.4 When communicating via Nuevah platform, the Client declares that he or she is the author of the content of that communication. Nuevah has no obligation to ensure that the

communications made via the Nuevah platform are legitimate or that they are related only to the utilization of Nuevah platform. The Client needs to be cautious when using the communication tools available on the platform. However, Nuevah reserves the right to call off any communication at all times.

### **§ 13.**

13.1 The Client using the Service has the right to make a complaint in the case of malfunction of Nuevah platform.

13.2 Nuevah as soon as possible and not later than within thirty (30) calendar days will address Client's complaints and notify him about following proceedings.

13.3 Nuevah does not grant refunds for Service already paid.

### **§ 14.**

14.1 The Agreement is concluded for an indefinite period of time.

14.2 The Parties may at any time terminate the Agreement in writing with immediate effect on the date of receipt of notice by the other Party.

14.3 If the Client fails to pay the charge for access to Service within the period specified in § 6, it will result in termination of the Agreement by Nuevah with immediate effect, without the need to notify the Client of the termination in writing.

14.4 In the event of termination of the Agreement by the Client, the Client is not entitled to reimbursement for the purchased period of access to the Service.

### **§ 15.**

15.1 If the competent court or competent public authority should consider certain provisions of the Agreement to be invalid, the remaining provisions will remain in force.

15.2 Any disputes arising between the Client and Nuevah will be settled by the court competent for the registered office of Nuevah.

15.3 In matters not covered by the Agreement, the provisions of Polish law, especially the Civil Code shall apply.