

Terms of Use of the "SeePlaces.com" Platform and Mobile Application

§ 1. Basic Information

1. The owner, administrator, and operator of the "SeePlaces.com" platform and mobile application available on mobile devices is Akati Spółka z ograniczoną odpowiedzialnością with its registered office in Opole, registered office address: ul. Władysława Reymonta 39, entered into the register of entrepreneurs kept by the District Court in Opole, VIII Commercial Division of the National Court Register no. 0000772788, NIP 7543210372, REGON 382616854, share capital PLN 5000.00.
2. Contact Point – contact with Akati sp. z o.o. is possible via: a. email – at: kontakt@seeplaces.com b. traditional mail – at: ul. Władysława Reymonta 39, 45-072 Opole c. phone – at +48 224 486 999 (Monday to Friday, 9 AM – 5 PM) Communication can be conducted in Polish or English.
3. The "SeePlaces.com" Platform and mobile application allows users of the "SeePlaces.com" Platform and mobile application to familiarize themselves with general information about tourist services offered by tourism entrepreneurs, including in particular trips, sightseeing, additional attractions, and activities.
4. The "SeePlaces.com" Platform and mobile application contain offers of tourist services and facilitate their acquisition, excluding linked travel services.
5. Akati Sp. z o.o. is not a tourism entrepreneur in the understanding of the Act on Tourist Events and Related Tourist Services of November 24, 2017, but by using the "SeePlaces.com" Platform, it provides services aimed at transmitting information about tourist services originating from various tourism entrepreneurs. This means in particular that – in the event of concluding a contract for a tourist service – only the tourism entrepreneur is a party to the contract with the Client and is responsible for its proper execution, including for the proper provision of services covered by this contract, and therefore is the actual performer (provider) of the aforementioned service.
6. The Terms of Use contain, in particular, an explanation of the operating principles of the SeePlaces.com Platform and mobile application – please read them carefully before proceeding with the booking process.

§ 2. Glossary

a) Application – software, through which the User can use functionalities via a mobile device after fulfilling the conditions specified in the Terms of Use.

b) Client / User – a natural or legal person, with full legal capacity, using the Platform or Application and their functionalities;

c) Provider – a tourism entrepreneur providing information about offered tourist services, selling these services, or performing them for the Client. All Providers are Entrepreneurs;

d) Tourist Service – sightseeing services, activities, and other similar services, for which the sale, organization, and execution are the responsibility of the Provider;

e) Offer – information presented on the Platform or in the Application about tourist services provided by Providers, which do not constitute an offer in the understanding of Article 66 of the Civil Code;

f) SeePlaces / Akati Sp. z o.o. – Akati Spółka z ograniczoną odpowiedzialnością with its registered office in Opole, registered office address: ul. Władysława Reymonta 39, entered into the register of entrepreneurs kept by the District Court in Opole, VIII Commercial Division of the National Court Register no. 0000772788, NIP 7543210372, REGON 382616854, share capital PLN 5000.00;

g) Platform / "SeePlaces.com" Platform – the website at www.seeplaces.com, whose owner, administrator, and operator is SeePlaces;

h) Service – a service provided electronically or through Consultants by SeePlaces to Users based on the Terms of Use, within which personal data such as name, surname, email address, phone number, and history of using SeePlaces services, as well as additional information related to a specific Offer, such as date of birth, may be processed;

i) Agreement – an individual, specific agreement concluded by the User with the Provider, containing a detailed, individually indicated subject of the service and principles of its execution;

j) Helpline – the possibility of obtaining information from a SeePlaces employee or an entity acting on behalf of, in agreement with, or with the consent of SeePlaces, regarding Services provided by SeePlaces and tourist services offered on the Platform, in particular using telecommunication terminal equipment and automatic calling systems in the understanding of the Act of July 16, 2004, Telecommunications Law (Journal of Laws of 2018, item 1954, as amended);

k) Opinions – a subjective evaluation publicly expressed by the User, with optional justification, referring to services and tourist services offered on the Platform or in the Application, in particular Providers, Offers, or their elements.

l) Entrepreneur – a natural person, legal person, or organizational unit without legal personality, to which a separate act grants legal capacity, conducting business activity;

m) Consumer – a Client who is a natural person using the Platform or Application for purposes not directly related to their business or professional activity;

n) Entrepreneur with Consumer Rights – a natural person conducting business or professional activity on their own behalf, using the Platform or Application in a manner directly related to their business activity, but which does not have a professional character for that person, resulting in particular from the subject of their business activity.

o) Terms of Use – the terms of use of the Platform and Application.

§ 3. General Provisions

1. The Terms of Use define the rules for Users to use the Platform and the Application also available on mobile devices with iOS or Android operating systems, containing information and materials about tourist services, as well as the rules for providing services electronically in the understanding of the Act of July 18, 2002, on the provision of services by electronic means, and the rules for the protection of personal data of natural persons using the Platform and the Application and the services contained therein.
2. The Terms of Use also contain the rules for contacting the Helpline using telecommunication terminal equipment and automatic calling systems in the understanding of the Act of July 16, 2004,

Telecommunications Law, for the purpose of performing the Service, especially providing an answer to an inquiry related to the presented Offer, as well as for other purposes, including marketing, if the User gives appropriate consent.

3. On the terms specified in the Terms of Use, the Platform is available to anyone who has the ability to connect to the public Internet, with the possibility of concluding an agreement offered only to persons with full legal capacity.
4. The use of some functionalities may require the transfer of data to external entities, on terms specified by separate regulations.
5. The Terms of Use are made available to Users free of charge via the Platform in a form that allows its download and retention.
6. Users should familiarize themselves with and comply with the Terms of Use before starting to use the Platform or the Application.

§ 4. Types and Scope of Services

1. As part of providing Services, SeePlaces:
 - a. places Offers provided by Providers on the Platform and in the Application and provides the ability to search and browse them;
 - b. enables viewing the current calculation on the Platform and in the Application, which constitutes the preliminary price of tourist services;
 - c. enables booking a service or places in a tourist service via the Platform or Application, as well as purchasing these services or places and making payments for them using the Provider's service;
 - d. enables sending inquiries about the Offer to Providers via the Internet, through the Platform, Application, and Helpline.
2. The presented prices of Services are indicated directly by the Providers.
3. The offer of services provided through the Platform and Application is valid until its publication by SeePlaces ceases. SeePlaces may suspend or cease presenting any Offers without prior notification to Users, which results from factors such as changes in the business profile, changes in technical, technological, IT, teleinformatic, and other conditions affecting the ability to provide this type of functionality.
4. Users are advised to familiarize themselves with all travel prohibitions, warnings, suggestions, communications, requirements, and advice issued by the authorities of the countries to which travel is taking place, before booking tourist services provided in a country other than the country of current stay or residence. Such information can be found, among others, on websites such as:
 - a. https://ec.europa.eu/consularprotection/travel-advice_en;
 - b. https://www.msz.gov.pl/en/p/msz_en/.
5. The Platform and Application also enable Users to express Opinions regarding Providers and their Offers, or their elements.

§ 5. Technical Requirements and Use of the Platform and Application

1. For the proper functioning of the Platform, it is necessary to have a computer or mobile device with internet access with parameters generally accepted for Browse websites.
2. For Users to properly use the Application, the following are jointly necessary:
 - a. connection to the Internet;
 - b. possession of devices allowing access to Internet resources;

- c. use of a web browser that enables displaying hypertext documents on the device screen, linked in the Internet via the WWW network service, and supporting JavaScript programming language, and also accepting cookies;
 - d. possession of an active email account.
3. The Application is available to all Users using mobile devices, on which the Application will be downloaded from the Google Play store (for Android system) or App Store (for iOS system), properly installed, and launched.
4. The mobile device on which the Application is to be launched must meet the following technical requirements regarding the operating system:
 - a. for the Application version downloaded from Google Play – Android version minimum 9, and the phone must have at least 4 GB of RAM;
 - b. for the Application version downloaded from App Store – iOS version minimum 12.
5. SeePlaces is not a data transmission service provider. The costs of data transmission required to download, install, launch, and use the Application are borne by the User within their applicable tariff in accordance with the agreement concluded by the User with their telecommunications operator or internet service provider. In this regard, SeePlaces is not responsible for the amount of fees that will be charged for the use of data transmission necessary for the operation, functioning, and use of the Application.
6. For the proper functioning of the Application, the latest versions of Android or iOS are recommended.
7. By using the Platform or the Application, the User undertakes to comply with the Terms of Use and the laws applicable in Poland and not to provide or transmit unlawful content.
8. Any unlawful behavior in connection with the use of the Platform or the Application is prohibited, in particular unauthorized interference with the operation of the Platform or Application.
9. Data provided by the User should match real data, in particular those contained in a passport or identity card.
10. Using the Platform or the Application on behalf of a third party is permissible only on the basis of appropriate authorization (power of attorney) and only within its limits. The User bears appropriate responsibility for acting without authorization or exceeding its limits.

§ 6. Conclusion of Agreement

1. The conclusion of an agreement with the Provider takes place via an electronic form.
2. By selecting Offers presented on the Platform or in the Application, the User initiates the booking process by providing the required data and sending an offer inquiry, which is forwarded to the Provider. After verifying the availability of the selected tourist service, the User will have the opportunity to conclude an agreement along with possible confirmation of additional rules for concluding, terms, and content of the Agreement.
3. The rules for the execution of the Provider's services are defined by separate regulations provided directly to the Client by the provider. It is recommended that the User familiarizes themselves with the Provider's Booking Conditions and Provider's Cancellation Conditions.
https://seeplaces.com/static/pdf/pl/Warunki_Anulacji_25.pdf
4. After completing the agreement conclusion procedure, a Voucher is sent to the email address provided by the Client, which is a confirmation of the reservation and the conclusion of the agreement between the Client and the Provider.

5. The User concludes the Agreement on the terms and conditions specified in the documents presented or sent to them. The Agreement is concluded after payment is made.
6. At the time of selecting the Offer, the User should verify that they have appropriate and current documents enabling travel, including in particular the validity of the passport, required visas, or other documents specified by the regulations of the countries to which they are traveling.
7. By concluding an Agreement that includes third parties as participants (especially as travelers), the User undertakes to provide these persons with all information obtained and related to the Agreement, or to indicate to them how to obtain relevant information from the Provider or SeePlaces, including data necessary for verification during contact.

§ 7. Payments

1. The User is obliged to make payments for the concluded Agreement. The Platform and Application offer the possibility of: a. online bank transfer, b. credit and debit card payments c. fast online transfers, Blik payments, and other methods indicated on the Platform and in the Application.
2. If necessary, any refunds of funds paid by the User under the Agreements, unless the refund is made by the entity performing the Agreement, will be made in the same form as the payment, unless otherwise stated in the Agreement or documents provided to the User by Providers or other entities.
3. The User receives payment status, as well as information related to them, from the entity participating in the payment processing, always indicated at the moment of payment.

§ 8. Liability

1. To the broadest extent permitted by applicable law (in particular, without prejudice to the legitimate interest of the Client), SeePlaces is not liable for damages incurred by the User in connection with the use of the Platform or the Application, in particular, when the damages resulted from the User's use of computer, mobile equipment, or software that did not meet the requirements specified in the Terms of Use.
2. SeePlaces is not liable for damages arising from the use of the Platform or the Application by Users in a manner inconsistent with the law or the Terms of Use.
3. SeePlaces will exercise the utmost diligence as to the truthfulness and completeness of offers posted by Providers.
4. SeePlaces is not liable for damages resulting from situations or circumstances concerning the User that prevent the execution of the Service, as well as the conclusion of the Agreement, or the use of a Provider's service that it facilitated the acquisition of, such as, first and foremost, lack of a passport, or failure to familiarize oneself with the provided information regarding the organization of the Service.
5. Within the limits permitted by universally binding provisions, SeePlaces is not liable for the User's use of a third party's data without their consent or knowledge.
6. SeePlaces will endeavor to ensure that the Platform and Application function continuously, with the reservation that interruptions may occur, especially for data updates, error correction, and other maintenance work.

§ 9. Complaint Procedure

1. Complaints regarding Services provided by SeePlaces can be submitted by the User to sales@seeplaces.com.
2. Complaints regarding the performance of Agreements by Providers should be directed directly to the relevant Provider, in accordance with their terms.
https://seeplaces.com/static/pdf/pl/Warunki_Anulacji_25.pdf
3. We recommend that the complaint includes the name, surname, and email address of the person submitting the complaint, the name of the complained service, its identification number (if applicable), a description of the circumstances forming the basis of the complaint, and the expected method of resolving the complaint.
4. SeePlaces will process the complaint without delay, no later than within 14 days from the date of receipt of the complaint. The response to the complaint will be provided on a durable medium.
5. Submitting a complaint in the manner described above does not deprive the Consumer and Entrepreneur with Consumer Rights of the right to use out-of-court dispute resolution possibilities, including electronically, via the European Union ODR online platform available at: <http://ec.europa.eu/consumers/odr>.
6. SeePlaces makes a decision on consent to out-of-court consumer dispute resolution procedures on a case-by-case basis, within the arising dispute.

§ 10. Helpline

1. SeePlaces enables contact with the Helpline using telecommunication terminal equipment and automatic calling systems in the understanding of the Act of July 16, 2004, Telecommunications Law.
2. Conversations with the Helpline may be recorded, with their use and disclosure possible only for legally permissible purposes.
3. In case of doubts or discrepancies between information provided by the Helpline and the Offer placed on the Platform or in the Application, the data placed on the Platform or in the Application shall prevail, unless otherwise provided by universally binding regulations.

§ 11. Opinions

1. SeePlaces does not independently post opinions from other sources on the Platform or in the Application and does not create its own opinions. Opinions are not verified for their origin from Users who used or purchased the service, but the process of posting Opinions is structured in such a way that only Users can be their authors.
2. Opinions should contain truthful content and not mislead, constituting an expression of the Client's feelings in connection with the use of the tourist service and its elements.
3. By posting an Opinion, the User grants SeePlaces a non-exclusive, free, geographically and time-unlimited license to the Opinion; the license covers the recording and multiplication of the Opinion and works attached to the Opinion by all techniques, public performance, exhibition, display, reproduction, broadcasting and retransmission, as well as public sharing of the Opinion and works attached to the Opinion in such a way that everyone can access it in a place and at a time of their choosing.
4. Opinions may be prepared only in Polish.
5. Detailed rules for Publishing Opinions are contained in the Opinions Regulations.

§ 12. Right to Withdraw from a Distance Contract

1. A User who is a Consumer or an Entrepreneur with Consumer Rights may, within 14 days of concluding the service agreement with SeePlaces, withdraw from it without giving any reason. The rules for withdrawing from the agreement, including a sample withdrawal form that the User may use, are specified in the instructions, which constitute Annex No. 1 to the Terms of Use.
2. A User who is a Consumer or an Entrepreneur with Consumer Rights may, within 14 days of concluding the service agreement with the Provider, withdraw from it without giving any reason. The rules for withdrawing from the agreement, including a sample withdrawal form that the User may use, are specified in the instructions, which constitute Annex No. 1 to the Terms of Use.
3. In accordance with Article 38 of the Act of May 30, 2014, on consumer rights, the right to withdraw from a distance contract does not apply to a Consumer or an Entrepreneur with Consumer Rights in relation to certain contracts. In particular, this applies to contracts:
4. for the provision of services for which the Consumer or Entrepreneur with Consumer Rights is obliged to pay a price, if the entrepreneur has fully performed the service with the express and prior consent of the Consumer or Entrepreneur with Consumer Rights, who was informed before the commencement of the service that after the performance of the service by the entrepreneur, they would lose the right to withdraw from the contract, and acknowledged this;
5. for the provision of services related to accommodation, other than for residential purposes, transport of goods, car rental, catering, services related to leisure, entertainment events, sports or cultural events, if the contract specifies the day or period of service provision.

§ 13. Personal Data Protection

6. The administrator of personal data collected via the Platform is SeePlaces.
7. Detailed rules for the processing of personal data of Clients, who are natural persons, have been defined in the Privacy Policy, which can be found at: <https://seeplaces.com/pl/polityka-prywatnosci/>.
8. In order to process an inquiry about an Offer, SeePlaces provides the Client's personal data to a specific Provider. From the moment of receiving them, the Provider becomes a separate administrator of such personal data and is obliged to fulfill all necessary requirements resulting from currently applicable personal data protection regulations. The Provider is obliged, based on an agreement with SeePlaces, to process personal data with particular diligence to protect the interests of the data subjects and with respect for their rights defined in the GDPR, as well as to keep the personal data provided to them confidential.

§ 14. Intellectual Property Rights

1. Messages and materials, as well as word marks, graphic marks, logos, and trademarks placed on the Platform and in the Application, are protected under Polish and international law, in particular the Act of February 4, 1994, on Copyright and Related Rights, the Act of July 27, 2001, on the Protection of Databases, and the Act of April 16, 1993, on Combating Unfair Competition.
2. Users may use messages and materials placed on the Platform and in the Application that constitute works in the understanding of the Act on Copyright and Related Rights (hereinafter referred to as "Work") for their own personal use and under the license granted by the Publisher for

multiplication on a terminal device (computer, laptop, or other mobile device) and unlimited storage.

§ 15. Final Provisions

1. SeePlaces has the right to change the Terms of Use, subject to the preservation of Users' acquired rights, for important reasons, which include: a) changes in legal regulations, b) final court judgments or administrative decisions, c) changes in the subject of business activity conducted by SeePlaces, d) changes in the conditions for providing Services, resulting from technical, technological, or business reasons, e) commencement of providing new services by SeePlaces, changes and modifications to previously provided Services, or cessation of their provision, f) technical modification of the Platform or Application requiring adjustment of the Terms of Use provisions to them.
2. All comments, questions, opinions, and requests regarding the functioning of the Platform or Application and services provided by SeePlaces can be sent by the User to the email address kontakt@seeplaces.com.
3. SeePlaces may issue additional regulations, terms, rules, etc., regulating in detail the services provided and offers available within the Platform or Application, as well as related matters. To the User to whom they apply, they will be made available in a form enabling their retention, in particular on a durable medium. Such regulations may take precedence over the provisions of the Terms of Use.
4. Any disputes that cannot be resolved amicably, arising from the provisions of the Terms of Use or related to the use of the Platform or Application, will be resolved by the Polish common court competent in terms of subject matter and location for SeePlaces, provided that this provision does not apply to Consumers or Entrepreneurs with Consumer Rights.
5. The provisions of the Terms of Use do not violate universally binding legal provisions. If any provision of the Terms of Use is deemed invalid, the remaining provisions remain in force, unless universally binding legal provisions state otherwise (in particular, consumer law).
6. The Polish language version is binding.
7. These Terms are effective from July 1, 2025.

ANNEX NO. 1 INSTRUCTION ON WITHDRAWAL FROM THE AGREEMENT CONCLUDED WITH SEEPLACES

Within 14 days of concluding the agreement, a User who is a Consumer or an Entrepreneur with Consumer Rights may withdraw from it without giving any reason, in accordance with the provisions of the Terms of Use. To withdraw from the agreement, inform us of your decision by writing to the email address: kontakt@seeplaces.com or by sending a letter to the contact address indicated in the Regulations. You may use the sample withdrawal form provided below.

_____, _____ place, date

Details (name and surname, address, contact email)

WITHDRAWAL FROM AGREEMENT CONCLUDED WITH SEEPLACES

I/We _____ hereby inform (*) about my/our withdrawal from the agreement concluded on _____

Date Signature(s) (only if the form is sent in paper version)

Instruction on the right of withdrawal from the agreement.

You have the right to withdraw from this agreement within 14 days without giving any reason.

The withdrawal period expires after 14 days from the day of concluding the agreement.

To exercise the right of withdrawal, you must inform us of your decision to withdraw from this agreement by an unequivocal statement (for example, a letter sent by post or email).

You may use the sample withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

In the event of withdrawal from this agreement, all payments made by you will be reimbursed to you. The reimbursement will be made using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

The right to withdraw from a distance contract by a Consumer and an Entrepreneur with Consumer Rights is excluded in cases specified in Article 38 of the Act of May 30, 2014, on consumer rights, in particular, the right to withdraw from a contract concluded off-premises or at a distance does not apply to a Consumer/Entrepreneur with Consumer Rights in relation to contracts for the provision of services, if the entrepreneur has fully performed the service with the express consent of the Consumer/Entrepreneur with Consumer Rights, who was informed before the commencement of the service that after the performance of the service by the entrepreneur, they would lose the right to withdraw from the contract.