

REGULATIONS OF THE GOFORGUIDE SERVICE

The GOFORGUIDE technological platform, available at goforguide.com is kept and managed by GOFORGUIDE Sp. z o.o. with its registered office in Warsaw, at ul. Mokotowska 1, 00-640 Warsaw, entered into the Register of Businesses of the National Court Register by the District Court for the city of Warsaw, 12 Economic Division of the National Court Register under KRS: 0000579848, NIP (tax identification): 7010513319, share capital of PLN 10,000.00.

The content of these Regulations set forth the rules of using the services furnished via the GOFORGUIDE platform. Using the services offered by GFG, especially registering at GFG, means acceptance of these Regulations.

§ 1 DEFINITIONS

The terms used in the content of the Regulations shall mean:

GFG, GOFORGUIDE, Website – an on-line website available at goforguide.com (the website can be temporarily available at sub-domains such as: app.goforguide.com, beta.goforguide.com) constituting the platform offering its users the possibility of making contact and concluding tourist service agreements.

User - a natural person, having full capacity to perform acts in law, who has registered via setting up an account on the Website.

Guide user - a natural person, having full capacity to perform acts in law, who has registered via setting up an account on the Website and then expanded their profile to the Guide User profile by filling out the “be a guide” form. A person, who registers as a Guide User, is obliged to meet the requirements set forth for city guides, in accordance with the Act of 29 August 1997 on tourist services.

Consumer - a person indicated in Article 221 of the Polish Civil Code of 23 April 1964

Administrator - GOFORGUIDE Sp. z o.o. with its registered office in Warsaw, at ul. Mokotowska 1, 00-640 Warsaw, entered into the Register of Businesses of the National Court Register by the District Court for the city of Warsaw, 12 Economic Division of the National Court Register under KRS:0000579848, NIP (tax identification): 7010513319, share capital of PLN 10,000.00.

Article 221 of the Polish Civil Code - A consumer is a natural person who performs an act in law with an entrepreneur which is not directly connected with its business activity or professional work.

Privacy Policy - a document stipulating what kind of personal data are collected by the Administrator, as well as presenting the manner of using the data by the Administrator. The Privacy Policy constitutes an integral part of these Regulations.

User Content - Posted on the Website by the Users and the Guide Users, including content which may be understood as a piece of work as described in the Act of 4 February 1994 on Copyright and Related Rights, especially such as: descriptions, opinions, comments, photographs, audio and video recordings, etc.

§ 1 WHAT IS GOFORGUIDE

1. On the basis of Article 8 section 1 point 1 of the Act on provision of services by electronic means of 18 July 2002 the Administrator establishes the Regulations which govern the rules of using the services available at the GOFORGUIDE platform.

2. GFG is a place where Internet users can make contact with an external service provider who is independent from GFG and is a city guide in one of the cities/towns where guides registered at GFG provide their services.

3. GFG is an accessible on-line platform of informative character. Via the platform Internet users can make contact with a selected guide, set the scope of the tourist service with the guide and make payments for that service.

4. In order to use GFG a user needs to have a device with an installed Internet browser and connection to the Internet. To use all the functionalities of GFG it is necessary to have an e-mail address and a credit card.

§ 2 SETTING AN ACCOUNT AT GFG

1. Full access to all functionalities of GFG is available only after registration and setting up the account on the Website. In order to register and set up the account one should use the “register” option and then fill out necessary boxes of the contact form, such as: first and last name, e-mail address and input one’s password to log on the Website, as well as mark an appropriate box confirming their acceptance of the Regulations.

2. Registering on the Website means that the User (or the Guide User) and Administrator conclude an agreement on provision of services by electronic means.

3. Only adults having full capacity to perform acts of law can register on the Website. Upon the end of the registration process the person who registered on the Website becomes a User or a Guide User and gets access to their account on the Website.

4. Every natural person can have only one account on the Website.

5. After the registration the Administrator confirms the registration on the Website by sending an e-mail to the User’s or the Guide User’s e-mail address given during the registration process. The e-mail to the User or the Guide User shall contain a PDF file with the content of the Regulations in order to confirm that the agreement on provision of services by electronic means has been concluded.

6. Every User, within 14 days from concluding the agreement (that is from the date of registering on the Website) may withdraw from it without stating any reasons whatsoever. More information on the rules of withdrawing from the agreement are contained in § 11 of these Regulations.

§ 3 RULES ON USING THE ACCOUNT

1. By setting up an account by the User or the Guide User the person registering on the Website is given an opportunity to participate in an innovative IT platform whose only aim is to match people seeking guide services (Users) with people who furnish such services (Guide Users).

2. The functionalities of the Website allow the Users to browse adds posted on the Website by the Guide Users, verify the scope of their services, check opinions given to them by other Website Users who used their services, as well as make a direct conversation with a Guide User during which the User and the Guide User can agree on the conditions of work.

3. The Users can use a city/town or guide browser available on the Website to find a Guide User who is a city guide and who they want to set the conditions with (the date, place, remuneration for the Guide User, etc.) so that the Guide User can show them around interesting sights. Stipulation of all the said factors shall lead to concluding an agreement for the provision of tourist services by and between the User and the Guide User.

4. Using the “begin chat” functionality, in order to make contact with a Guide User, is free of charge. However, in order to secure future potential payments a credit card needs to be registered on the Website. In order to register a credit card, the User needs to fill in all boxes of the form which will appear after clicking on the “begin chat” option. Using the “begin chat” option is only possible after having registered one’s credit card correctly.

5. While using the communicator available as the “begin chat” option, it is forbidden to exchange contact details by the User and the Guide User (such as telephone numbers, e-mails, FB logins, etc.) which would lead to transfer the contact between the User and the Guide User to another platform different than the communicator available as the “begin chat” option.

6. All functionalities of the Website described here in above are free of charge provided that only the services furnished by the Guide User for the benefit of the User who decided to order them are payable. The “begin chat” option allows the User and the Guide User to set all materially important elements of the agreement on tourist services. When the User and the Guide User agree on all details concerning the service and then the Guide User furnishes the service it means that the User and the Guide User have concluded an agreement on provision of tourist services. In result, the User is obliged to pay a remuneration to the Guide User for tourist services furnished by the Guide User for the benefit of the User.

7. When the User and the Guide User agree on all details concerning the service and then the Guide User furnishes the service it involves the necessity to pay a remuneration to the Guide User who has furnished the service.

8. After furnishing the tourist services by the Guide User for the benefit of the User, the User, after logging in their profile at GFG will be able to make a payment for the furnished services, as well as give a mark visible in the Guide User's profile. The mark may contain a description of the services furnished by the Guide User.

§ 4 GUIDE USER

1. The Website allows registered Users to become Guide Users. In order to become a Guide User a User needs to use the “become a guide” option available on the Website and fill in all the boxes of the form, as well as add their description, photographs and set the scope of their services.

2. By filling out the boxes of the form mentioned in section 1 the User (the future Guide User) can set the amount of their remuneration collected from Users for furnishing services for them. The Guide User can edit the remuneration amount by using an option available in their profile.

3. The Guide User has to meet all requirements set forth for city guides in the Act of 29 August 1997 on tourist services. By registering as a Guide User the User declares that they meet all requirements set by law pertaining to city guides.

4. After having provided the services for the User, the Guide User, via the functionality of the Website, can request an agreed amount for the services performed to be paid.

5. The Administrator is not liable for unfair behavior of the User, who registered as a Guide User, due to the fact that the person who registered as a Guide User is an external service provider who is not equity, personally nor organizationally related to the Administrator nor an employee, contractor, agent nor subcontractor of the Administrator.

§ 5 PAYMENTS

1. In line with the Regulations, the only payment made by the Website Users is the payment of remuneration due to the Guide User for the performed tourist services.

2. After having furnished the services the Guide User can, via their account on the Website, request the User to make a payment by using the “request for payment” option.

3. After having used the “request for payment” option by the Guide User, the User who used the services of the Guide User, can make the payment via their profile.

4. After having performed the actions described in sections 2 and 3 of this paragraph, the User who used the services of the Guide User will be able to make the payment via their profile by charging their credit card with the amount equal to the remuneration due to the Guide User.

5. The User, who used the tourist service, can make the payment by using the “pay” option or commence dispute resolution process if they have any reservations against the quality of the performed services or the price thereof. If the User is extremely satisfied with the services performed by the Guide User, the User can pay more than the remuneration agreed with the Guide User and this amount shall be treated as an additional remuneration for the Guide User.

6. All payments shall be made via the credit card which the User registers with the first use of the “begin chat” option. The payments made by the Users are processed by Braintree Payment Services. The Website does not store in its resources any data pertaining to the User's credit card. The User can change or remove their credit card data via a form available in the settings of the User's profile.

7. The Website, after having received a notification from Braintree Payment Services on a payment made by the User for the benefit of the User Guide, shall immediately notify the Guide User of that fact by updating their Balance visible in the menu Settings->Transaction history. When the Guide User's balance is more than PLN 50.00 the Guide User can request a withdrawal by using the “withdraw funds” option. In order to use the “withdraw funds” option the Guide User has to have entered their bank account number to which the payment is to be made. In order to enter the bank account number, a respective form, available at the menu Settings- >Withdrawal methods, needs to be filled out.

8. After using the “withdraw funds” option by the Guide User the Administrator transfers the amount from the Guide User's sub-account decreased by the commission due to the Website, to the bank account given by the Guide User.

9. The Guide User is obliged to pay a commission of 10% of the remuneration paid by the User who has used the “let's go and see the city” option for using the services offered by the Website. The commission shall be deducted in line with section 10 of this paragraph.

10. The Guide User authorises the Administrator to manage the payments made by the Users and empowers it to transfer the funds paid by the Users as a payment for the services furnished by the Guide User.

11. The Guide User acknowledges and expresses their consent to deductions made by the Administrator of the Website from amounts received from the Users who, via Braintree Payment Services, have made a payment for the services furnished by the Guide User.

§ 6 RULES APPLICABLE AT GFG

1. Every User and Guide User, while using the services offered by GFG, should adhere to the currently effective provisions of the law, as well as behave fair towards all Users and Guide Users.

2. Every User and Guide User is obliged to safely store their login and password to their account on the Website. Disclosing one's login and password to third parties is forbidden.

3. Users and Guide Users are fully liable for their actions performed as a result of using the Website, especially for the User Content posted on the Website.

4. The User or the Guide User, by posting the User Content on the Website, guarantees that the content does not breach any principles of morality, third party rights, nor does it violate personal dignity of any natural, deceased or legal person or any unincorporated body whom the act grants capacity to perform acts in law.

5. Posting illegal content on the Website, including the User Content whose publication may constitute an offence or crime, especially posting User Content containing pornographic materials, incitement to hatred, national, religious, ethnic or sexual hatred, as well as featuring violent scenes, promoting fascists or communist ideology, depreciating particular groups of people due to their race, religion or sexual orientation is forbidden.

6. Undertaking any actions by the User or the Guide User whose aim is to destabilize the infrastructure being the basis of the Website is forbidden. It is especially forbidden to use any type of spambots, that is software which aims at interfering in the correct functioning of the computer software or telecommunications equipment, as well as to get unauthorised access to any system, data, passwords and other information from the Administrator or any third parties.

7. It is forbidden to post the User Content for advertising purposes.

§ 7 OBLIGATIONS AND RESPONSIBILITIES OF THE ADMINISTRATOR

1. The Administrator exercises due diligence to provide to the Users and the Guide Users uninterrupted and safe usage of the Website. However, the Administrator is not liable for interruptions in the Website's operation if their source are reasons beyond the Administrator's control, such as Force Majeure events.

2. The only activities undertaken by the Administrator in connection with the Website are to maintain its technical infrastructure allowing the Users and the Guide Users to make contact. The Users and the Guide Users acknowledge and accept the fact that the Administrator, in connection with the Website, does not provide any kind of tourist services mentioned in the Act of 29 August 1997 on tourist services.

3. The Administrator is not liable for the quality of the services furnished by the Guide Users for the Users as a result of agreement on provision of tourist services concluded by and between the User and the Guide User via the Website's functionalities.

4. The Administrator underlines that the Guide Users are entities independent of the Administrator, whereas the Administrator is not a party to the agreement concluded by and between the User and the Guide User, as well as it is not a guarantor of proper performance of the agreement by any party thereto.

5. If the Website's Administrator becomes aware that there is a probability that the User Content posted on the Website by a User or a Guide User is illegal, the Administrator shall take necessary steps to establish whether this kind of materials breach the provisions of the law or provisions of the Regulations. If such findings allow to fairly state that the User Content is in breach of the currently effective provisions of the law, these Regulations or rules of morality, the Administrator shall remove such content and notify the User or the Guide User who posted the content of that fact.

6. The Administrator is authorised to temporary block a User's or Guide User's account if there is a suspicion that any activity performed by them on the Website are in breach of the currently effective provisions of the law, these Regulations or rules of morality. If the account is blocked the Administrator shall notify the User or the Guide User of that fact and the reasons thereof.

7. In case of recurring breaches of the currently effective provisions of the law, these Regulations or rules of morality, the Administrator can delete the User's or the Guide User's account belonging to the person who has breached the said provisions or Regulations.

§ 8 INTELLECTUAL PROPERTY

1. The Website is subject to protection governed by the Act of 4 February 1994 on copyright and related rights.
2. The Administrator is the owner or the licensee of all content (photographs, texts, video or audio footage, music, etc.) posted on the Website.
3. The Users, Guide Users and other Internet users cannot use the content of the Website without the Administrator's consent.
4. Some functionalities of the Website allow the Users and the Guide Users to add User Content to the Website. Upon posting the content on the Website the User or the Guide User grants the Administrator a non-exclusive, transferable, worldwide and free licence together with the right to sub licence the User Content posted on the Website.
5. The licence granted in line with section 4 also includes modifying, compiling, creating derivative pieces of work, as well as exercising, on behalf of the User or the Guide User, personal copyrights.
6. The licence mentioned hereinabove is granted to all fields of exploitation existing upon posting the User Content on the Website, and especially the following ones:
 - a) Recording in any form whatsoever;
 - b) Publishing and distributing in any form whatsoever;
 - c) Distributing in any manner whatsoever;
 - d) Placing in materials connected with the Website's operation;
 - e) Posting on-line;
 - f) Duplicating with the use of any technique whatsoever;
 - g) The right to mechanical and electronic reproduction;
 - h) The right to reprint;
 - i) The right to adaptations;
 - j) The right to electronic adaptations;
 - k) The right to free trade in Poland and abroad;
 - l) Inputting into computer memory and into a multimedia network;
 - m) Connecting with other images and editing;
 - n) Exhibiting;
 - o) Hire;
 - p) Lease.
7. The Licence granted in accordance with the provisions contained hereinabove does not expire upon deleting the User's or the Guide User's account.
8. By posting the Users Contents on the Website the User or the Guide User guarantee that they have full copyright to the posted User Content, and posting the User Content does not breach any existing agreements concluded by the User or the Guide User with third parties.
9. The User or the Guide User releases the Administrator from any liability for damages, including liability for the breach of copyright, which may arise by posting the User Content.
10. The Administrator has the right to browse and verify the User Content, as well as to modify or delete it in case of an arbitrary observance made by the Administrator or a person acting on its behalf that the User Content is in breach of the provisions contained in the Regulations or any currently effective provisions of the law.

11. All and any notifications on the breach of copyright, the image rights and the right to privacy should be sent to the following e-mail address: support@goforguide.com

§ 9 PERSONAL DATA

1. By accepting the Regulations the User or the Guide User expresses their consent to processing by the Administrator their personal data given during registration.
2. Giving one's personal data by the User or the Guide User is voluntary. Lack of consent for the Administrator to process the personal data of the Users or Guide Users prevents them from using the Website's functionalities.
3. The Administrator of personal data is the Administrator.
4. The User or the Guide User has the right to access their personal data, as well as to update it and to request it removed on terms and conditions set forth in the Act of 29 August 1997 on personal data protection.
5. The Customer's personal data shall be processed in line with the provisions of Act of 29 August 1997 on personal data protection.
6. The Customer is liable for giving false personal data.
7. Except situations presented in section 8, the Administrator shall not use the gathered personal data to send marketing or trade information, etc.
8. If the User or the Guide User expresses their additional consent, the Administrator shall be authorised to process the User's or the Guide User's personal data in order to notify them on current changes made to the Website, planned services or marketing campaigns.

§ 10 COMPLAINTS

1. The User and the Guide User have the right to make a complaint and submit it to the Administrator. The complaint can be submitted via electronic means by sending it to the following e-mail address support@goforguide.com or submitted in writing and addressed to the Administrator's registered office.
2. The Administrator shall process the complaint within 14 days from its receipt.
3. The User or the Guide User who had made the complaint shall be notified in writing of its result. The Administrator's decision, contained in the reply to the complaint, is final.
4. The consumer can also use the out of court mode of processing the complaint and to pursue their claims before the Consumer Court of Arbitration at the Voivodeship Inspector of Trade Inspection in Warsaw. All and any instructions on the manner of using this mode of conduct are contained in the consumer dispute resolution tab at www.uokik.gov.pl.
5. The consumer is also entitled to make a complaint via the On-line Dispute Resolution platform found at: <http://ec.europa.eu/consumers/odr/>.
6. The consumer is also entitled to assistance regarding dispute resolution between the consumer and GFG by using free assistance of the Poviast/Municipal Consumer Advocate, as well as a social organization whose statutory tasks include consumer protection.

§ 11 WITHDRAWAL FROM THE AGREEMENT

1. Every User or Guide User who is a consumer may, within 14 days from concluding the agreement (that is from the date of registering on the Website), withdraw from it without stating any reasons whatsoever. The template of the declaration on withdrawal from the agreement constitutes an attachment hereto. The declaration on withdrawal from the agreement can be sent in writing to the Administrator's address or via e-mail to the following address: support@goforguide.com.
2. The User loses the right to withdraw from the agreement if they used the service available on the Website, for instance if the User or the Guide User has concluded an agreement on provision of tourist services via the Website.

§ 12 TERMINATION OF THE AGREEMENT

1. The User or the Guide User can, at all times, terminate the agreement on provision of services concluded with the Administrator.
2. The User or the Guide User can, at all times, submit a declaration on terminating the agreement on provision of services by electronic means by sending an e-mail to the Administrator to the following address support@goforguide.com. requesting to delete their account. The termination of the agreement shall take place upon deleting the User's or the Guide User's account by the Administrator.
3. If a User or a Guide User has submitted a declaration on terminating the agreement, but the User did not make a payment for the services performed for them by the Guide User, the User shall have a limited access to their account, containing only the functionality used to make a payment for the performed services or commence a dispute regarding their performance.
4. The Administrator can terminate the agreement on provision of services by electronic means concluded with the User or the Guide User with immediate effect if the User or the Guide User breaches provisions of the Regulations or if the User gives false personal data.
5. The Administrator can terminate the agreement on provision of services by electronic means concluded with the User or the Guide User due to other reasons than those indicated in section 3 with a 30-day period of notice.

§ 13 FINAL PROVISIONS

1. The content of the Regulations enters into force on The Regulations in electronic form are available on the Website.
2. The governing law to assess legal relations binding the Administrator and the User or the Guide User is the Polish law.
3. The Administrator reserves the right to amend the Regulations, especially if introducing such amendment shall be necessary due to the changes in the currently effective provisions of the law. The amendment to the Regulations shall be effective within a period set forth by the Administrator but not shorter than 14 days from the moment of drawing up the new content of the Regulations. The Users and the Guide Users shall be notified on the amendment to the Regulations by way of displaying a particular notice. The archive versions of the Regulations shall be available on the Website.
4. Any attachments hereto constitute its integral part.

ATTACHMENT 1 to the Regulations

Template of the declaration on withdrawing from the agreement

(The form needs to be filled in and sent only if one wishes to withdraw from the agreement)

e-mail.....]

– I/We(*) hereby inform you (*) on my/our withdrawal from the sale agreement of the following items (*) supply agreement of the following items(*) contract for performance of the following items(*) / agreement on the provision of the following service(s)(*)

– Date of concluding the agreement(*)/receipt(*)

– First and last name of the consumer(s)

– Address of the consumer(s)

– Signature of the consumer(s) (only if the hard copy of the form is sent) – Date

(*) Delete as appropriate.

- Addressee [GOFORGUIDE Sp. z o.o. with its registered office in Warsaw, at ul. Mokotowska 1, 00-640 Warsaw, entered into the Register of Businesses of the National Court Register by the District Court for the city of Warsaw, 12 Economic Division of the National Court Register under KRS:0000579848, NIP (tax identification): 7010513319, share capital of PLN 10,000.00

ATTACHMENT 2 to the Regulations

Information on particular risks connected with using the services performed by electronic means

The Administrator, taking into consideration the need to meet the obligation set forth in Article 6 of the Act on provision of services by electronic means of 18 July 2002, hereby notifies the consumer on particular risks connected with using the services performed by electronic means.

The risks mentioned herein are potential risks and the Administrator shall make every effort to ensure the maximum security level for the Users and the Guide Users. The most important risks connected with using the services performed by electronic means is the possibility of unauthorised access to the data transferred via the Internet or stored on devices connected to the Internet. Possible interference into the said data can, for instance, cause their loss or introduction of undesirable changes.

An important risk to any person using the Internet is the possibility of infecting the system or a device connected to the Internet by malware such as viruses, worms, Trojans and spyware. The basic risks also involve SPAM, that is unwanted and unsolicited electronic messages (for instance, e-mails) sent to a great number of recipients at the same time.

In order to minimise the occurrence of the risks we recommend using anti-virus software of renowned producers, as well as performing their regular update. Activating a firewall, regularly scanning devices connected to the Internet, as well as carefully reading all licence agreements, regulations, etc. is also recommended.

The Administrator, in line with Article 6 point 2) of the Act of 18 July 2002 on provision of services by electronic means, notifies that the function and aim of the software or the data which are not a part of the Service and input by the Administrator to the IT system used by the Internet user visiting the GFG website, were defined in the Privacy Policy document available at