

Terms and Conditions of Chillin' Shark

Terminology: "Client", "Visitor", "User", "You" and "Your" refers to you, the person accessing the website and accepting the Company's terms and conditions. "Our", "Us", "Chillin' Shark", "RS Travel" refers to the owners of the Website Service.

§ 1 General Terms and Conditions

1. The following rules and regulations ("Rules and Regulations") specify the terms and conditions ("Terms and Conditions") of accessing the service provided by the website www.chillinshark.com ("Website", "Website Service") on the World Wide Web. Chillin' Shark requires that all visitors to our Website(s) adhere to the following Terms and Conditions of the Website Service. By accessing the Website you indicate your acknowledgment and acceptance of these terms and conditions.
2. The Website Service is provided by RS Travel Worldwide Sp. z o.o. (Ltd.) with headquarters in Gdańsk, Dmowskiego Street 3, 80-243, registered in the Register of Entrepreneurs of the National Court Register lead by the District Court 0000550816, with tax identification number (NIP) PL9571077779 and share capital in the amount of 5 000.00 PLN ("RS Travel").
3. You confirm you are of age and can therefore, in accordance with the current laws, access the Website, sign contracts and you accept responsibility for any commitment made through the Website. You agree that you are financially responsible for accessing the Website personally and for any persons who were given your Website Username and password.
4. You may make Reservations for hotel services through the Website provided by hotels or other travel service providers cooperating with the Website Service ("Hotel", "Hotels", "Travel Service Provider") or additional services offered by Hotels or other Travel Service Providers (together "Travel Services") and sign a service contract between a Hotel or other Travel Service Provider. When Booking through the Website, you agree to sign a travel service contract. The travel service contract (including accommodation) is signed between the travel service provider and not with RS Travel, which works only as an IT provider - platform through which Bookings are made ("IT Service"). The travel service provider is responsible for providing the travel service. RS Travel is not responsible for fulfilling Bookings made through the Website Service or belonging to it websites or for the quality of the booked accommodation or any other travel services.
5. Within with the Website Service, RS Travel presents offers made and provided by the travel service provider and RS Travel provides IT services to the travel service provider which allow the receiving of Bookings of services made by the Website Users ("Booking", "Reservation") and accepting and forwarding payment to the travel service provider from such Bookings made to the travel service provider by visitors to the

Website Service (“Website Service Functionality”). The Website Service functions as a platform for communication between travel service providers and Website Users.

6. RS Travel does not provide services but enables the communication between the Website Service Functionality for the purpose described in § (section) 1 paragraph 4 of Terms and Conditions.
7. Under no circumstance is RS Travel
 - a. Booking website or any other contract concluded between Hotels and Users of the website;
 - b. proxy of the Hotel or User of the Website in Booking matters or concluding any contracts between a travel services provider or a User of the Website;
 - c. intermediary working on commission for the User of the website;
 - d. organizer or offerer of services offered by the travel service provider.
8. The Rules and Regulations do not include the content of the contract made through the Website conducted between the User of the website and travel service provider, it especially does not function as a template or general terms and conditions of the contract conducted between the User of the website and travel service provider.
9. The name of the Website Service, its concept, graphic design or data base are the property of RS Travel and are subjected to legal protection.
10. The access to the website is provided solely through our application, standard or mobile web browsers or similar consumer applications.

§ 2 Booking Form

1. By checking correct, separate boxes in the Booking form, the website User agrees that RS Travel and chosen Hotel can accumulate, process and use the personal information provided by the website User which are necessary to: (i) enable the use of the Website Service to the User; (ii) Booking through the Website Service and forwarding the Website User’s data, who made the Booking, to the Hotel, (iii) accepting and forwarding payment through the Booking made by the website User to the Hotel or with the number and credit or debit card information, (iii) provide services by the Hotel and also (iv) research the market, behaviour and preferences of the website Users, adjust the Website Service offers to the expectations of the Clients, improve the quality of provided services, creating a collective image of Clients and advertising for statistics, administration and accounting purposes. By checking correct, separate boxes in the Booking form, the Client agrees that RS Travel and RS Travel partners (third parties included) can accumulate, process and use the personal information provided by the website User necessary for marketing purposes. The personal information processing will transpire under the terms and conditions of Privacy Policy. After the Client stops using the Website Services, RS Travel is authorized to process data mentioned in article 19 of the 18th of July, 2002 act which declares the terms and conditions of services conducted through electronic media.
2. By checking correct, separate boxes in the Booking form, the Client agrees on receiving unsolicited marketing information about discounts and news or other

available in the Website Service sent by RS Travel personally or solicited to the email address given by the Client when making the Booking also when the Clients stops using the Website Service.

§ 3 Booking and Cancelling

1. The Client chooses from available offers for Clients through the Website Service.
2. The Client declares familiarity with the character, purpose and methods of reserving offers available through the Website Service and familiarity with necessary and/or supplementary information in order to make Reservations in a conscious matter.
3. The Client is fully responsible for for the adequacy of the chosen services.
4. The Client has to be at least 18 years old in order to make Reservations through the Website Service.
5. In order to access any Hotel offer (“Offer”) from the Website Service and book services from the offer through the Website Service, the Client is responsible for:
 - a. checking the availability of the offer;
 - b. selecting the dates during which the service is provided;
 - c. correctly filling out the service Booking form from the Website Service. RS Travel indicates which personal information is required for the Booking form including accepting the payment for the Hotel or forwarding credit card information simultaneously conducting a contract between the Client and a Hotel (“Basic Personal Information”). The refusal of providing basic personal information by the Client or providing incomplete or false information results in the inability to make a Reservation and consequently inability to conduct a contract between the Client and a Hotel;
 - d. declaring the method of payment and accepting the terms and conditions of the chosen method;
 - e. making payment or providing the credit card information.
6. Making Reservations by the Client automatically declares the compatibility of the personal information and makes the Client fully responsible for the truthfulness and accuracy of the provided personal information.
7. When making the Reservation, the Client is obliged to inform the travel service provider of any requirements or special needs requested by the Client related to any kind of illness. The travel service provider has no obligation in fulfilling special requirements of the Client - it’s up to his goodwill.
8. The contract is conducted when the correct payment is completed for the service.
9. RS Travel confirms the Booking through electronic media.
10. The payment service is performed by a third party in accordance with the rules and regulations of performing such service (“Subject Performing Payment Service”).
11. The Client is obliged to give any remaining payment to the travel service provider on the day of the arrival unless the payment has already been conducted by the subject performing payment service. The Client is also obliged to pay for any additional services confirmed in the Booking form of the travel service provider and in certain

situations (unless it was decided otherwise) to fulfill payment for service or travel service provider taxes in this case city tax (visitor's tax) in accordance with the terms and conditions of the given travel service provider.

12. When making a Reservation, the Client agrees with the terms and conditions regarding cancellations and unused Reservations of the travel service provider.
13. Any offer presented in the Website Service will include information regarding the terms, conditions and dates of available changes or cancellations to the Reservations made by the Client. In the case of offers which do not include the possibility of changes or cancellations to the Reservation, such information will be clearly stated in the offer. If changes or cancellations to the Reservation are possible in the offer, the Client will have the right to change or cancel the Reservation during the dates and on terms and conditions specified in the offer.
14. RS Travel is not responsible for settlements regarding contract withdrawal between the Client and the travel service provider. The terms and conditions between the Client and the travel service provider apply in this case.
15. Failure to appear at the location during the agreed upon date of check-in might result in cancellation of the entire Booking. Any changes to the Reservation must be declared and agreed upon directly with the travel service provider or with the Customer Service of the Website Service ("Customer Service").
16. In order for the cancellation to occur, the Client must receive a confirmation of the required changes or cancellations to the Booking directly from the travel service provider or through RS Travel.
17. The Client will not be charged for the changes or cancellations to the Booking as long as they were conducted during the specific dates declared in the offer unless the offer states otherwise.
18. In the case of overBooking of the travel service provider, RS Travel in agreement with the travel service provider will propose an alternative to the Client. The difference in price of the accommodation will be covered by the travel service provider. If the Client does not agree to the alternative, RS Travel will cancel the Reservation and the travel service provider will be solely responsible for reimbursing the Client if the payment was already accepted.
19. The Client does not have the right to withdraw from the contract of the Booking in accordance with article 38 paragraph 12 of the 30th of May, 2014 bill about consumer rights (2014 Law Journal article 827) ("Consumer Rights Bill").

§ 4 Price and Payment

1. The prices shown on the Website Service are gross prices (they include VAT).
2. Negotiations about the prices shown in the Website Service are not possible.
3. The prices shown in given offers are the prices of services in the given offer.
4. RS Travel does not charge the Client for using the Website Service.

5. RS Travel does not take responsibility for additional charges of the baggage, international transactions, visas, vaccinations, medical costs or any other such costs which are not clearly stated in the offer.
6. The payment must be conducted through the website unless the offer states otherwise.
7. When the offer provides payment upon arrival option only or in the case of the Client choosing to pay upon arrival from other methods stated in the offer:
 - a. after the offer is chosen and the form is filled out with basic personal information, the Client is asked to make a declaration and provide information required to allow RS Travel to charge the credit/debit card of the Client: first and last name, credit/debit card number, expiration date of the credit/debit card, card security code;
 - b. the travel service provider will have the right to pre-authorise the credit/debit card using the credit card terminal. Pre-authorisation will check the Client's credit/debit card and block an adequate amount on the credit/debit card due to the travel service provider in accordance with the Booking until the payment is given by the Client to the Hotel;
 - c. RS Travel will send the information declared above to the travel service provider using a secured, password-protected dedicated line;
 - d. the travel service provider will be entitled to use the above mentioned data solely to pre-authorise the amount due on the Reservation on the Client's credit/debit card;
 - e. the Client will receive a Booking confirmation after the Client had provided personal data and a statement needed to pre-authorise the amount due by the travel service provider in accordance with the Reservation on the credit/debit card of the Client;
 - f. the above mentioned Booking confirmation will serve as a conditional Booking confirmation which means that in case the pre-authorisation of the sum due to the travel service provider on the Client's credit/debit card will not be possible in accordance with the Booking based on the declaration and personal information of the Client given in accordance with § 4, 7a of the rules and regulations of the Website Service, the travel agency provider will be authorised to cancel the Reservation (withdraw from the Reservation) within 24 (twenty-four) hours from when the Reservation was made indicating the reason for cancelling the Reservation;
 - g. RS Travel will send a statement from the travel service provider to the Client regarding Booking cancellation through electronic media;
 - h. from the beginning of the stay, the Client is obliged to pay the sum due to the travel service provider in accordance with the Reservation;
 - i. in case the Client does not appear in the hotel or any other location specified in the offer in the indicated time or cancels the Reservation after the deadline indicated in the offer, the travel service provider has the right to charge the

- credit/debit card in the amount due in accordance with the Reservation which was blocked due to the pre-authorisation of the debit/credit card;
8. In case the offer allows up-front credit/debit card payment only or in case the Client chooses up-front credit/debit card payment from other methods specified in the offer:
 - a. after the offer is chosen and the form is filled out with basic personal information, the Client is asked to give statements and provide necessary data (first and last name, credit/debit card number, expiration date of the credit/debit card, card security code) to charge credit/debit card by RS Travel;
 - b. RS Travel is authorised to use the above mentioned data only to charge the credit/debit card with the amount due in the Reservation through the Website Service operated by the Subject Performing Payment Service;
 - c. after RS Travel will charge the Client's credit/debit card in the amount due in the Reservation, the Client will immediately receive a Booking confirmation. The Booking confirmation will be forwarded by RS Travel to the travel service provider after the payment is finalised by the Client.
 - d. In case the Client does not appear in the Hotel or any other location specified in the offer in the indicated time of arrival specified in the Reservation or cancels the Reservation after the deadline indicated in the offer, the travel service provider will not refund the Client with the amount charged in the Reservation process in accordance with the Reservation.

§ 5 Formal Complaint

1. In reference to paragraph 2 below, any formal complaints regarding conducting Services from the Offer including neglecting or poor execution of the Services will be forwarded by the Client directly to the travel service provider whose Services are mentioned in the formal complaint or they will be forwarded to the travel service provider through RS Travel with RS Travel email: office (at) chillincharc (dot) com. In cases when formal complaints are made to RS Travel, that complaint will be automatically sent to the travel service provider whose services are mentioned in the complaint no later than 7 (seven) work days from when the complaint was made to RS Travel.
2. Any formal complaints made by the Clients in regard to the Website Service, including payment through the Website Service will be directed to RS Travel. RS Travel will examine the complaint within 14 (fourteen) work days from when the complaint was delivered. Rejection of the complaint and reasons for it will be explained to the Client in an email used to make the complaint by RS Travel. If RS Travel does not respond to the complaint within 14 (fourteen) work days from when the complaint was delivered, the complaint will be considered viable.
3. In case of a disagreement between RS Travel and the Client regarding refusal to take the complaint into account, the Client has the right to extrajudicial methods of considering the complaint and investigating claims. The Client can mediate or use the arbitral judiciary by delivering the right form (mediation application or application for

investigating claims in the arbitral judiciary) to the chosen institution in which the proceedings will take place. The list of such institutions along with their phone numbers can be found on www.uokik.gov.pl.

§6 Liability and Waiving of Liability

1. In case of problems with accommodation, you should contact the travel service provider. In case of problems with the Booking through the Website Service you should contact us directly through customerservice (at) chillinshark (dot) com or through the contact form.
2. RS Travel functions as an IT service for the travel service provider and as a company it is not a part of the contract between the Client and the travel service provider in the case of providing travel services (including accommodation) and is not liable to the Client in reference to the contract. It especially is not liable for:
 - a. content, accuracy and completeness of the description of the offer including accommodation and other such travel services presented by the travel service provider;
 - b. neglecting or poor execution of the Services by the travel service provider;
 - c. the quality of parts of the offer and other travel services which were booked through the Website Service;
 - d. any difficulties, accidents, illnesses or other problems through the fault of the object or other travel services or by the Client or other members of the Client's group during the stay in the accommodation location or when using the offer bought through the Website Service;
 - e. grades and opinions shown on the Website Service;
 - f. error or failure when Booking due to the Client's fault or other situations for which RS Travel had no influence (e.g. power cut);
 - g. Booking cancellation by the travel service provider no matter for the cause or failure to meet the requirements for the entire or part of the booked service;
3. The travel service provider is solely liable for the content of the Offer, neglecting or poor execution of the Services to the Client.
4. RS Travel company, employees, affiliates or other proxies will not be liable to the Client (or any member of the Client's group accompanying the Client, affiliates or any other persons or parties participating in the Reservation) for: (i) indirect, special or consecutive loses or compensations, (ii) data, income, profit, business or possibility loss, (iii) property loss or damage in every case resulting from or connected with using any information, products, services, conveniences and/or materials offered by the service even if RS Travel was informed of the occurrence of the possibility of loss or damage or if the loss or damage were rationally predictable.
5. Any travel service (including accommodation) provided in the Website Service are not and will not be treated as recommendations by RS Travel or assurance that the travel service will be suitable to the Client's needs or that the travel service will have a certain quality standard.

6. RS Travel does not guarantee that the information publicised on the Website will not include errors and that the Website will not have viruses or defects.
7. The decisions made in the present Terms and Conditions do not exclude or restrict the liability resulting from: (i) fraud or conscious misleading or (ii) death or body damage resulting from negligence of the party applying for.
8. RS Travel will use any means necessary to make payments via the Website Service secure. However, if unauthorised transactions on the credit/debit occur on any occasion on the Website Service or during and completion of the Reservation, completion of the Reservation or exposure of the card details, RS Travel will not be liable for any damage or loss incurred by the Client resulting from or in any way connected to the above mentioned use, transaction or exposure of card details apart from when such unauthorised payment occur directly from our negligence.
9. RS Travel is liable to the Client for damage caused by RS Travel actually and directly regarding negligence of obligations regarding the management of the Booking platform of the Website Service.

§7 Intellectual Property Rights and Hyperlinks

1. Any available or offered materials through the Website Service function as objects under protection in accordance with the 4th of February, 1994 law regarding copyrights and similar rights.
2. In case RS Travel receives information regarding material law violation mentioned in (ust. 1), RS Travel will call upon the Client to remove the consequences of violations on his own accord. In case the Client does not comply to the summon made by RS Travel within 14 (fourteen) work days from when the complaint was received by the Client, RS Travel can direct claims referring to certain material violation of law.
3. The Website can include hyperlinks to websites not operated by the Website Service. Such hyperlinks are placed for informative purposes only. RS Travel does not control these websites and is not liable for their content. Incorporating hyperlinks to other websites does not mean acceptance of their content or any other persons who operate them.

§8 Additional Information

1. Required documents:
 - a. Valid ID or passport are documents required for Booking if the country of the destination requires
 - b. The Client is responsible to have required documents, validity of the passport visas or other documents.
 - c. The requirements can be confirmed through embassies and/or consulate and/or their websites and/or bulletins.
 - d. RS Travel is not liable if the Client does not fulfill the document requirement.

2. Insurance:
 - a. RS Travel does not provide insurance.
 - b. It is recommended to acquire travel insurance and/or other needed insurance which covers the entire period of the travel as well as insurance to cover the cost of cancellation.
3. Health Matters:
 - a. Depending on the destination of your travel, certain vaccination or prevention medicine may be required.
 - b. It is recommended to consult a doctor or a pharmacist regarding your travel destination before you depart.
 - c. RS Travel is not liable for health problems which can occur during travel or at the destination.

§9 Final Remarks

1. The Terms and Conditions are available free of charge at the headquarters of RS Travel and on the Website.
2. RS Travel reserves the right to alter the Regulations at any time. The information regarding changes to the Regulations will be available on the Website Service along with the content of the new Regulations. The changes to the Regulations do not apply to Reservations made by the Client before the changes were applied to the Regulations.
3. If RS Travel does not enforce at least one of the points made in the Terms and Conditions at any time and for any period of time, it does not mean their abrogation or the laws connected with them.
4. Any attachments included in the Regulations are an integral part of the Regulations.
5. The law applicable to the Regulations is the Polish law.
6. Any disputes with RS Travel will take place in the court relevant to RS Travel headquarters.