

TERMS OF CONCIERGE SERVICES

The services referred to in this document are rendered by Concierge Poland Sp. z o. o., with its registered seat in Krakow, hereinafter referred to as Concierge Poland.

I. DEFINITIONS

Terms used herein shall have the following meaning:

Client – a natural person, legal person or entity without legal personality granted legal capacity pursuant to the provisions of law, which purchases a subscription for Concierge Services for themselves or for persons and entities designated, or an entity for which a subscription for Concierge Services has been purchased upon the consent thereof.

Terms of Concierge Services - shall mean this Document, constituting an Annex to the Agreement for the Provision of Concierge Services.

Concierge Services – organizational and information services provided by Concierge Poland for and on behalf of the Client, specified in section III hereof.

II. PROVISION OF CONCIERGE SERVICES

1. The provision of Concierge Services is subject to the payment of the subscription referred to in section IV, paragraphs 1-5.
2. The provision of Concierge Services may be subject to additional costs referred to in section IV, paragraph 5.
3. The Agreement is concluded for an indefinite period of time.

III. CONCIERGE SERVICES

1. Concierge Poland provides the Client with a year-round, round the clock care of personal assistants and advisers, hereinafter referred to as the representatives of Concierge Poland. Concierge service consists in carrying out certain actions on behalf of the Client by Concierge Poland in order for the Client to acquire specific goods or services rendered or delivered by third parties.
2. Concierge Services can be provided on a permanent or one-off basis. While rendering Concierge Services, Concierge Poland acts as agent for the Client to the extent agreed on each occasion between the Client and Concierge Poland.
3. The following principles are established for the performance of requests for Concierge Service:
 - 1) When submitting a request for the organization of Concierge Service, the Client states the nature of the requested services or goods, the requested manner and time of performance and, optionally – the price range and maximum cost of the service.
 - 2) The Client and the representative of Concierge Poland agree on the date on which the cost estimate of the service will be presented or the information that the service cannot be provided.
 - 3) The representative of Concierge Poland presents the Client with the cost estimate specifying the total cost of the requested services or goods which will be charged to the Client.
 - 4) The total cost of the services or goods requested by the Client covers, in particular, all costs

incurred by Concierge Poland in the provision of Concierge Service, including the cost of acquisition of the services or goods by the Client in case it has been incurred by Concierge Poland for the benefit of the Client, the cost of storage and delivery of the goods, the cost of taxes and other public charges related to the performance of the service, as well as other documented costs incurred by Concierge Poland in connection with the provision of Concierge Service.

- 5) The Client and the representative of Concierge Poland agree on the date of performance of Concierge Service.
 - 6) The representative of Concierge Poland may request a prepayment in the amount determined based on the presented cost estimate.
 - 7) In case when obstacles arise to the performance of Concierge Service, the representative of Concierge Poland shall immediately inform the Client of such obstacles.
 - 8) The representative of Concierge Poland shall be authorized to refuse the performance of Concierge Service in case when the Client had previously requested agency in the acquisition of goods or request of services and then refused to accept the same, made an unjustified return of purchased and delivered goods or otherwise resigned from the service (withdrew from the documented transaction arrangements), despite Concierge Service being performed pursuant to the provisions hereof and the arrangements made with the Client.
 - 9) Concierge Poland may recommend a third party to the Client for the performance of the requested Concierge Service.
4. In order to submit a request for Concierge Service, the Client contacts the representative of Concierge Poland. The representative may, before commencing the performance of the request, demand a confirmation of the request from the Client.
 5. All phone calls between the representative of Concierge Poland and the Client may be recorded for the purpose of performance of Concierge Service and improvement of its quality.

IV. SUBSCRIPTION AND OTHER COSTS

1. The Client undertakes to pay a monthly subscription to Concierge Poland.
2. The subscription is payable in advance by the 10th day of each month. For business entities, Concierge Poland shall issue invoices payable within 7 days.
3. The amount of subscription is determined individually with each Client based on the Client's expectations and the planned frequency of use of Concierge Services.
4. The subscription shall be paid by bank transfer to the account of Concierge Poland, in the form of the Client's standing order or by direct debit upon the consent thereof or by online payment via web page www.cracow-concierge.com.
5. All additional costs related to the performance of Concierge Service shall be incurred by the Client.

V. LIABILITY

Due to the fact that within the provision of Concierge Services, Concierge Poland only acts on behalf of the Client or carries out actions in order for the Client to acquire specific goods or services provided by third parties, Concierge Poland shall not be liable for any physical or legal defects of items acquired by the Client or the acquisition or delivery of which was within the performance of the services specified herein, or for the performance and quality of services provided by third parties, the organization of which was requested by the Client.

VI. COMPLAINTS

1. Complaints related to Concierge Services should be reported directly to the representative of Concierge Poland.
2. Complaints shall be resolved within 14 days from the date of receipt.
3. Complaints related to the requested services or acquired goods should be reported directly to the third parties delivering the given goods or providing the given service.

VII. PRINCIPLE OF LOYALTY

1. During the provision of Concierge Services and within 12 months after the termination thereof, the Client cannot undertake cooperation with a representative of Concierge Poland under a contract of employment or provision of services under a contract of mandate, or under any other legal relationship (the principle of loyalty).
2. Any violation of the principle of loyalty shall terminate the agreement with immediate effect in relation to the given Client.
3. In case of violation of the principle of loyalty, the Client is required to pay a contractual penalty to Concierge Poland in the amount of PLN 20.000 (say: twenty thousand zloty) within 14 days.

VIII. FINAL PROVISIONS AND TERMINATION

1. All matters not regulated in the Terms of Concierge Services shall be governed by the generally applicable provisions of law. In particular, this Document does not limit any rights of the Client granted under mandatory provisions of law.
2. During the Agreement, the Client may terminate the same without notice in case when Concierge Poland grossly violates the terms of the Agreement and despite a written summon with a circled period of at least 21 days for discontinuing the violations fails to remedy such situation.
3. In case of termination of the Agreement pursuant to section VIII, paragraph 2, if the subscription has been paid in full in advance, it shall be reimbursed to the Client, reduced by the amounts due for the period of the agreement already performed.
4. Each of the Parties shall have the right to terminate this agreement with a 3-month notice period.
5. Once during a calendar year, the Client shall be entitled to suspend the use of Concierge Service free of charge for the period of 30 days. In order to use the foregoing right, the Client is required to notify Concierge Poland at least 7 days in advance.