MIODOWA KLINIKA

Longevity Centre

TERMS AND CONDITIONS
FOR THE PROVISION OF ELECTRONIC SERVICES BY MIODOWA KLINIKA

PART I - FINAL TERMS AND CONDITIONS FOR THE PROVISION OF ELECTRONIC SERVICES BY MIODOWA KLINIKA

§ 1. General provisions and scope

1. These Terms and Conditions for the Provision of Electronic Services ("Terms and Conditions") govern use of the Miodowa Klinika Website and the provision of electronic services by API Sp. z o.o., with its registered office at Kamianna 50, 33-336 Łabowa, entered in the Register of Entrepreneurs of the National Court Register under KRS number 0001052571, Tax Identification Number (NIP) 7343628701, Statistical Identification Number (REGON) 526089151, email address recepcja@miodowaklinika.pl, telephone number +48 18 50 65 777 ("Service Provider").

2. These Terms and Conditions specify, in particular, the types and scope of Electronic Services, technical requirements for using the Website, rules for using the Website, rules for making online Bookings and electronic payments, communication with the Service Provider, and the submission and handling of complaints.

3. Through the Website, Miodowa Klinika offers exclusively its own accommodation services at the Property and its own SPA services, including use of the SPA Area, treatments, massages and rituals. The Service Provider does not offer or act as an intermediary in selling transport, excursions, tickets, vehicle hire or services provided by other entities.

4. The Terms and Conditions of Stay at Miodowa Klinika ("Terms and Conditions of Stay"), the terms of the specific offer and the Booking Confirmation govern, in particular, on-site stays, use of rooms, the SPA Area, car park and other infrastructure, rules of conduct, Guest liability and detailed service terms. These Terms and Conditions govern use of the Website, the provision of Electronic Services and the conclusion of contracts by electronic means of communication.

5. For a specific Booking, the following order of precedence applies: mandatory provisions of law; individually agreed terms; the terms of the specific offer and the Booking Confirmation; followed by the Terms and Conditions of Stay and these Terms and Conditions.

6. These Terms and Conditions are made available free of charge before an Electronic Services contract is concluded, and in particular before a Booking is submitted, in a manner enabling them to be obtained, stored and reproduced.

§ 2. Definitions

1. Service Provider - API Sp. z o.o., identified in § 1(1), which operates the Website and provides Electronic Services.

2. Miodowa Klinika - the Property and the business providing its own accommodation services and its own SPA services.

3. Property - Miodowa Klinika, including rooms, common areas, restaurant, car park, SPA Area and other infrastructure owned by or at the disposal of the Property.

4. Website - the Miodowa Klinika website, including functions enabling, in particular, browsing offers, making contact, submitting Bookings and using an Account. Current Website address: www.miodowaklinika.pl. The Website uses the Hotres booking system. Booking System operator details:

HOTRES Sp. z o.o.; ul. Osiedle Robotnicze 10/4, 58-500 Jelenia Góra; KRS 0000947675, NIP 6112816201, REGON 521049081. Technical system address: panel.hotres.pl.

5. User - a natural person, legal person or organisational unit without legal personality using the Website or Electronic Services.

6. Consumer - a User who is a natural person entering into a transaction with the Service Provider that is not directly related to that person's business or professional activity, within the meaning of applicable law.

7. Business Customer - a User who is not a Consumer, including a natural person entering into a transaction directly related to that person's business or professional activity, to the extent permitted by law.

8. Registration - the process of providing the required data, accepting these Terms and Conditions and completing the steps confirming creation of an Account, where an Account is created.

9. Electronic Services - services provided without the parties being simultaneously present, using information and communication technology equipment, at the User's individual request, including access to the Website, the contact form, online Booking services, electronic communication and an Account, where available.

10. Booking - a statement submitted by the User through the Website or Booking System with a view to concluding an accommodation contract or a contract for a SPA service provided by Miodowa Klinika itself.

11. Booking Confirmation - an electronic message or document supplied by the Service Provider or the Property, confirming acceptance of a Booking and specifying its essential terms.

12. Terms and Conditions of Stay - the Terms and Conditions of Stay at Miodowa Klinika, which govern stays, accommodation, use of the Property's services and infrastructure, and the parties' liability in connection with the stay.

13. Offer Terms - the detailed terms of a specific offer, including the scope of services, price, date or period of performance, number of persons, payment, cancellation and no-show rules, and any offer restrictions.

14. Booking System - the IT system used to process online Bookings, currently Hotres or another system identified on the Website.

15. Payment Operator - an entity processing electronic payments through tools made available on the Website. Current Payment Operators: BLIK; online and traditional bank transfers; PayPo; PragmaPay; Visa Mobile; Google Pay; Apple Pay.

16. Guest - a person named in a Booking or using the Property's services. A User may make a Booking for themselves or for another Guest and is responsible for the accuracy of the data supplied and for informing the Guest of the Booking terms.

§ 3. Types and scope of Electronic Services

1. The Service Provider may provide, in particular, the following Electronic Services through the Website:

a) access to the Website and browsing information about Miodowa Klinika, the Property, offers, services, prices and availability;

b) use of the contact form and other electronic contact channels;

c) making, processing and managing online Bookings;

d) receipt of Booking Confirmations, organisational information and other communications relating to the requested service;

e) creation and maintenance of an Account, where the Account function is available;

f) electronic communication with the User on matters relating to use of the Website, a Booking or Miodowa Klinika's services.

2. Access to the Website, browsing its content, the contact form and an Account are generally free of charge, subject to data transmission costs payable by the User to their Internet provider.

3. An online Booking may lead to the conclusion of a paid accommodation contract or a contract for a SPA service provided by Miodowa Klinika itself. The price, scope of service, date and any additional charges are presented to the User before the Booking is submitted.

4. The Service Provider may publish informational and marketing content about Miodowa Klinika on the Website. Such information does not replace the Offer Terms or the Booking Confirmation.

§ 4. Technical requirements and rules for using the Website

1. Use of the Website requires a device with Internet access, an up-to-date web browser, an active email address and the ability to receive electronic messages. Depending on the Website function, cookies and JavaScript may need to be enabled.

2. The User must use the Website in accordance with the law, accepted standards of conduct, its intended purpose and these Terms and Conditions, respecting the rights and personal interests of others.

3. In particular, the User must not:

a) supply unlawful, offensive or misleading content or content infringing third-party rights through the Website;

b) provide another person's data, false data or out-of-date data where accuracy is relevant to performance of the service;

c) attempt to gain unauthorised access to the Website, Accounts, the Booking System or the Service Provider's infrastructure;

d) disrupt the Website, transmit malware, circumvent security measures or undertake activities that could overload the system;

e) automatically download, copy, aggregate or use data from the Website without the Service Provider's prior consent, unless required or permitted by mandatory provisions of law;

f) use the Website for activities contrary to its intended purpose or detrimental to the Service Provider, the Property or other persons.

4. The User should follow basic security practices, in particular use up-to-date software, protect the device with antivirus software, keep login details confidential and exercise caution with messages or attachments of unknown origin.

5. Internet use involves typical risks, in particular malware, phishing, spam, attempts to obtain data fraudulently, Account takeover and temporary service unavailability. The Service Provider applies organisational and technical measures appropriate to the risks but cannot guarantee complete elimination of risks inherent in the Internet.

§ 5. Booking

1. Making a Booking through the Website does not require creating an Account.

2. The User must provide truthful, accurate and up-to-date information in the booking form as necessary to process the Booking. If any information is incorrect or changes, the User should contact the Property.

§ 6. Online Bookings and conclusion of contracts

1. An online Booking is submitted through the Website or Booking System after the User has reviewed information covering at least the dates of stay or SPA service, number of persons, availability, price, scope of services, payment, cancellation and no-show rules, age restrictions and other essential offer terms.

2. Before submitting a Booking, the User can check and correct the data entered in the form. The Booking is submitted upon completion of the step identified on the Website as final. The final button or function should clearly indicate an obligation to pay. Wording of the button or function finalising the Booking:

a) Online payment (instant bank transfer / BLIK / payment card through a payment operator integrated with Hotres): the Guest is redirected to a secure payment gateway to pay the earnest-money deposit (zadatek). After payment, the Guest returns to the summary screen, which displays confirmation that the booking has been made, its unique number, a summary of the selected services and amounts, and information that a confirmation has been sent to the email address supplied.

b) Traditional bank transfer: after approving the booking, the Guest immediately sees a summary screen confirming acceptance of a provisional booking pending payment of the earnest-money deposit, together with the bank transfer details (account number, deposit amount, payment deadline and booking number to be entered in the transfer reference). At the same time, an automatic summary containing all the details is sent to the Guest's email address.

3. An accommodation contract is concluded when the Property confirms the Booking and the required Booking Fee has been paid, unless the Offer Terms provide otherwise. A SPA service contract is concluded when Miodowa Klinika confirms the Booking and, where the Offer Terms require advance payment, when that payment has been made. Merely submitting a form or receiving an automatic acknowledgement of receipt does not necessarily mean that a contract has been concluded if the communication clearly states that it only acknowledges receipt of the request for processing.

4. Availability, price, scope of service, date, number of persons, any additional charges and payment rules are presented to the User before the Booking is submitted. If the selected service is unavailable or payment is unsuccessful, the Service Provider or the Property informs the User and, where possible, offers an alternative.

5. The Booking Confirmation is sent to the email address provided by the User or made available by another means allowing it to be saved and reproduced. Dispatch mechanism and scope of information provided in the Booking Confirmation on a durable medium: an automatic summary confirming that the booking has been made, its unique number, a summary of selected services and the amount.

6. If the User makes a Booking for another Guest, the User should provide the Guest's correct details and inform them of the Booking terms, Terms and Conditions of Stay and restrictions applicable to the stay.

7. Detailed rules on bookings, the Booking Fee, payments, cancellation, no-shows, late check-out, SPA services, parking, damage and liability are set out in the Terms and Conditions of Stay, Offer Terms and Booking Confirmation.

§ 7. Prices, payments and Payment Operator

1. Prices displayed on the Website include applicable taxes unless expressly stated otherwise. The price, scope of services and all additional fees and costs that may be payable by the User are presented before the Booking is submitted.

2. An accommodation Booking requires payment of a Booking Fee in the amount specified in the Offer Terms or, unless the offer provides otherwise, 40% of the price of the stay. The Booking Fee forms part of the price of the stay and is credited towards it. The remaining 60% of the price of the stay is payable before arrival or, at the latest, on the day of arrival when checking in at Reception.

3. The remaining price and amounts due for Additional Services are payable in accordance with the Terms and Conditions of Stay, Offer Terms and Booking Confirmation, in particular no later than check-in or check-out if an earlier deadline has not been agreed.

4. Online payments may be made through the Payment Operator identified on the Website, in particular by instant bank transfer, payment card or other methods displayed on the Website. Current Payment Operator, scope of its services and method of redirection to and return from the payment system: BLIK; online and traditional bank transfers; PayPo; PragmaPay; Visa Mobile; Google Pay; Apple Pay.

5. The Service Provider does not store full payment card details unless separate information provided before payment and applicable law provide otherwise. Card details may be collected or a pre-authorisation made only on terms presented before payment and within the scope of the authorisation given.

6. The Service Provider is not liable for the unavailability or malfunction of an external Payment Operator, bank or telecommunications provider where the cause is attributable to that entity, subject to the User's rights under mandatory provisions of law.

7. The User bears costs and fees charged by their bank, Payment Operator or telecommunications provider to the extent arising from contracts the User has concluded with those entities.

§ 8. Cancellation, changes, no-show, shortening a stay and right of withdrawal

1. Cancellation rules, any refund amounts, time limits and no-show consequences are set out in the Terms and Conditions of Stay, Offer Terms and Booking Confirmation. The terms of a specific offer may provide different rules if presented to the User before the Booking is submitted.

2. Cancellation of a Booking must be submitted in documentary form, in particular by email to recepcja@miodowaklinika.pl, unless the Offer Terms provide another form. The cancellation date is the date the notice is delivered in accordance with the Terms and Conditions of Stay or Offer Terms.

3. Changes to a Booking, including dates, number of persons or scope of services, are possible on the terms specified in the Offer Terms and subject to availability. A change may require the terms to be reconfirmed and an additional payment, or may affect the amount of a refund.

4. If the Guest fails to arrive by the time specified in the Offer Terms and does not effectively notify the Property of a delay, the Booking may be treated as a no-show. The consequences are set out in the Terms and Conditions of Stay, Offer Terms and Booking Confirmation.

5. A Guest's voluntary shortening of a stay and cancellation of the unused portion of a service do not entitle the Guest to a refund, unless the Offer Terms, Terms and Conditions of Stay or mandatory provisions of law provide otherwise.

6. For a Booking of accommodation or a SPA treatment for a specific date or period, the Consumer generally has no statutory right to withdraw from a distance contract. This does not exclude voluntary cancellation, date-change or refund arrangements specified in the offer, Terms and Conditions of Stay or Booking Confirmation, or rights arising from mandatory provisions of law.

7. For services without a specified date or period of performance, the right of withdrawal is assessed according to the type of service, method of concluding the contract and applicable law. If a service for which the Consumer has a statutory right of withdrawal is to be performed before the withdrawal period expires, commencement may require the Consumer's express request and information about the consequences provided by law.

§ 9. Booking and cancellation of SPA services

1. SPA treatments, massages and rituals may be booked through the Website, in person at Reception or the SPA, by telephone or electronically, subject to availability and the terms of the specific offer.

2. Before making a Booking, the User receives information about the type of service, date, duration, price, payment rules and any cancellation and non-attendance terms.

3. A SPA service contract is concluded in accordance with § 6(3) when Miodowa Klinika confirms the Booking and, where the offer requires advance payment, once that payment has been made.

4. Cancellation of a SPA service Booking and the consequences of late cancellation or non-attendance are governed by the Offer Terms and Booking Confirmation. Unless those terms provide otherwise, cancellation should be made at least 24 hours before the scheduled treatment time.

5. If the Guest is late for reasons attributable to the Guest, treatment time may be reduced without a price reduction where necessary because of subsequent Bookings or staff work arrangements.

6. Rules on use of the SPA Area, safety, hygiene, age restrictions and liability are set out in the Terms and Conditions of Stay and, where made available, the separate SPA Area rules.

§ 10. Conclusion and termination of Electronic Services contracts

1. An Electronic Service contract is concluded when the User begins using the relevant service, submits a form, successfully completes Registration or performs another action identified on the Website as initiating the service, to the extent arising from the nature of that service and applicable law.

2. A contract for the use of a form or electronic communication is concluded for the period necessary to process the User’s request.

3. The User may stop using a free Electronic Service at any time. Termination of an Electronic Service does not automatically cancel a previously concluded accommodation or SPA service contract or a confirmed Booking.

4. The Service Provider may temporarily restrict the availability of an Electronic Service due to breakdown, maintenance, upgrades, security threats, the operation of the Payment Operator or Booking System, force majeure or a legal obligation.

5. The Service Provider may terminate an Electronic Service contract for important reasons, in particular a material breach of these Terms and Conditions, persistent infringement of third-party rights, a security threat or the need to discontinue a Website function. If the breach can be remedied, the Service Provider calls on the User to remedy it within an appropriate period, unless immediate action is necessary for security or required by law.

§ 11. Complaints

1. Complaints about the Website or Electronic Services may be submitted electronically to biuro@miodowaklinika.pl or in writing to Miodowa Klinika, Kamianna 50, 33-336 Łabowa. A complaint about a service provided at the Property may also be submitted at Reception under the Terms and Conditions of Stay.

2. Where possible, a complaint should include a description of the problem, the date or period when it occurred, the User's contact details, the Booking identifier if the complaint relates to a Booking, and the requested resolution.

3. Missing information does not prevent the complaint from being considered if its subject can be established from the information provided. The Service Provider may request further information only to the extent necessary to consider the complaint.

4. The Service Provider handles complaints within the time limit required by mandatory provisions of law or, where no specific time limit applies, without undue delay.

5. The User is informed of the outcome on paper or another durable medium, in particular by email to the address provided in the complaint or assigned to the Account.

6. Consumers may seek assistance from a municipal or district consumer ombudsman, consumer organisations, the Trade Inspection Authority and other currently available out-of-court dispute resolution mechanisms, on the terms and to the extent provided by law.

§ 12. Personal data and cookies

1. The controller of Users' personal data is API Sp. z o.o., with its registered office at Kamianna 50, 33-336 Łabowa, entered in the Register of Entrepreneurs of the National Court Register under KRS number 0001052571, NIP 7343628701, REGON 526089151, email address recepcja@miodowaklinika.pl, telephone

number 18 50 65 7. The Privacy Policy sets out detailed information about purposes, legal bases, retention periods, data recipients and data subjects' rights.

2. The Privacy Policy is available at https://miodowaklinika.pl/polityka-prywatnosci and by other means indicated on the Website. The User should read it before using functions that require personal data processing.

3. The Website may use cookies and similar technologies necessary for Website operation, functional cookies, analytical cookies and marketing cookies. Use of analytical and marketing cookies depends on the User's consent, device settings and current legal requirements.

4. Cookie banner mechanism, cookie categories, methods of obtaining, recording and withdrawing consent, and default Website settings: tool and integration - the Website uses a cookie consent management module integrated with Google Consent Mode v2 and the Google Tag Manager container (GTM-MWN2NT8F). It also transmits consent status to the embedded Hotres booking system.

5. Cookie categories:

a) Necessary / Technical (necessary / functionality_storage / security_storage) - always active, essential for proper Website operation, navigation, session retention and processing bookings in Hotres.

b) Analytical / Statistical (statistics / analytics_storage) - enable collection of anonymous information about how the Website is used (Google Analytics 4).

c) Marketing / Advertising (marketing / ad_storage, ad_user_data, ad_personalization) - used to tailor advertising content and measure campaign effectiveness (Google Ads, Meta Pixel).

d) Preferences / Functional (preferences / personalization_storage) - remember Website settings selected by the User, for example the PL/EN language version.

6. Saving, changing and withdrawing consent:

a) The User's choice is saved locally in the browser as cookies storing the status of individual categories, including cmplz_consent_mode, cmplz_statistics, cmplz_marketing, cmplz_preferences, cmplz_functional and cookieMasterOptions, for up to 12 months.

b) The User may change or withdraw consent at any time through the Website footer (via cookie settings / the Privacy Policy) or by deleting cookies in the browser settings. The User may manage cookie consent using the mechanism available on the Website and the browser settings.

7. Rules for processing data supplied when making a Booking, completing forms, making contact or payments, and using an Account are set out in the Privacy Policy and relevant notices provided to the User.

§ 13. Liability and technical interruptions

1. The Service Provider exercises due care to ensure that the Website and Electronic Services operate correctly, are available to the extent stated on the Website, and contain current and reliable information. However, it does not guarantee uninterrupted, error-free operation or availability at all times.

2. Availability of the Website or individual functions may be temporarily restricted due to maintenance, upgrades, breakdowns, actions of telecommunications providers, the Booking System or Payment Operator, security threats, decisions of authorities, force majeure or other causes beyond the Service Provider's control.

3. Where possible, the Service Provider gives advance notice of planned interruptions. In the event of a breakdown, it takes steps to restore Website operation as soon as possible.

4. The Service Provider is liable for non-performance or improper performance of Electronic Services under mandatory provisions of law. These Terms and Conditions do not exclude or limit the Consumer's rights.

5. Liability relating to the stay, room, Guest's belongings, SPA Area, car park, catering and other on-site services is governed by the Terms and Conditions of Stay, Offer Terms, Booking Confirmation and mandatory provisions of law. These Terms and Conditions do not exclude or limit the Property's statutory liability.

6. The Service Provider is not liable for interruptions or irregularities attributable to the User, in particular use of outdated software, lack of Internet access, incorrect data or operation of the User's device, subject to rights arising from mandatory provisions of law.

§ 14. Business Customers and court jurisdiction

1. This section applies exclusively to Users who are not Consumers, to the extent permitted by mandatory provisions of law.

2. The Service Provider and a User who is a Business Customer may agree additional cooperation terms in written or documentary form. In the event of inconsistency with these Terms and Conditions, individually agreed terms prevail.

3. In relations with a Business Customer, permissible limitations of liability, complaint procedures or exclusions of rights may be applied only to the extent expressly permitted by law. Liability for intentionally caused damage and liability that cannot lawfully be excluded or limited are not excluded.

4. Disputes with Consumers are resolved by courts having jurisdiction under mandatory provisions of law. In relations with a Business Customer, the parties may, to the extent permitted by law and in the form required by law, submit a dispute to the court having jurisdiction over the Service Provider's registered office.

§ 15. Amendments to these Terms and Conditions

1. The Service Provider may amend these Terms and Conditions for important reasons, in particular changes in law, Website functionality, the Booking System or payment systems, security considerations, changes to Service Provider details, or the need to remove inconsistencies or clarify provisions.

2. Amendments do not affect contracts concluded before they take effect or previously confirmed Bookings, unless the amendment follows from mandatory provisions of law or benefits the User.

3. A new version will be made available before it takes effect in a manner allowing it to be saved and reproduced. For ongoing Electronic Services contracts, the User will be informed of the amendment on a durable medium where required by law.

4. If an amendment requires the User's acceptance, continued use of the relevant Electronic Service will be possible on the terms specified in the amendment notice, with due regard to the User's legal rights.

§ 16. Final provisions

1. Matters not covered by these Terms and Conditions are governed by Polish law, with due regard to mandatory consumer protection provisions.

2. No provision of these Terms and Conditions deprives the Consumer of rights granted by mandatory provisions of law or establishes exclusive court jurisdiction for disputes with Consumers.

3. If any provision is invalid or unenforceable, the remaining provisions remain in force. The invalid or unenforceable provision is replaced by a lawful solution as close as possible to its intended purpose.

4. The Service Provider may be contacted by email at recepcja@miodowaklinika.pl, by telephone on 18 50 65 777 or in writing at Kamianna 50, 33-336 Łabowa.

5. These Terms and Conditions take effect on 1st of December 2026.