



## REGULATIONS GOVERNING SERVICES PROVIDED ELECTRONICALLY BY VILLA COTONINA SP. Z O.O.

### §1 GENERAL PROVISIONS

1. These Regulations constitute the fulfilment by VILLA COTONINA SP. Z .O.O. with registered office in Świeradów-Zdrój, 7 Sanatoryjna Street (the Service Provider) of the obligation specified in Article 8 (1) (1) and (2) of the Act on Providing Services by Electronic Means.
2. The regulations specify:
  - a) the scope and type of services provided by the Service Provider by electronic means using the website <https://www.cottonia.com> and the terms and conditions for conclusion and termination of contracts for the provision of these services,
  - b) the technical requirements and security rules governing the use of services provided by electronic means,
  - c) the rules governing the complaint procedure.
3. The Regulations are made available to the Users on the Website free of charge by the Service Provider before the conclusion of the contract for the provision of services by electronic means.
4. The Service Provider is obliged to provide the Services in compliance with the Regulations and the Act and ensure that the Regulations are fully accessible to each User in a form that enables their downloading, reproduction, and recording by the User's computer system.
5. The User is obliged to read the Regulations before using the Service and comply with their provisions.
7. Failure to read and accept the Regulations will preclude the use of the Service.
8. Prior to using the Service, the User must consent to its provision under the terms of the Regulations. Consent is granted by checking the acceptance box that appears on the Website before confirming intent to use the Service.

### §2 DEFINITIONS

Terms used in these Regulations are defined as follows:

- a) **Electronic address/e-mail address** - designation of the ICT system enabling communication through electronic communication, in particular by email,
- b) **The Service Provider** - VILLA COTONINA SP. Z O.O. with registered office in Świeradów-Zdrój (59-850), 7 Sanatoryjna Street, a commercial company entered into the Register of Entrepreneurs of the National Court Register by the District Court for Wrocław-Fabryczna in Wrocław, IX Commercial Division of the National Court Register under NCR number 0000335296, Tax ID No. 613-15-52-269 REGON (National Business Registry Number) 021020549, share capital: PLN 60,000.00
- c) **Regulations** - these regulations for the provision of services by electronic means,
- d) **Website** - the website of the Service Provider available at <https://www.cottonia.com>,
- e) **ICT system** - a set of interoperating IT devices and software enabling the processing, storing, sending and receiving of data via telecommunications networks using a telecommunications terminal device appropriate for a specific network type as defined by the Telecommunications Act,
- f) **provision of services by electronic means** - performance of services consisting in sending and receiving data using IT systems, at the User's request, without the need for the parties to be present, while the data is transmitted using public networks, as defined by the Telecommunications Act,
- g) **Service** - a service provided by the Service Provider through an ICT system (electronically), which consists in enabling the User to use the Contact Form or Newsletter in compliance with these Regulations, available via the Website,
- h) **Act** - the Act of 18 July 2002 on the provision of services by electronic means (Journal of Laws of 2019, item 123),



- i) **User** - natural person, legal person or non-corporate entity, using the Service provided by the Service Provider through the Website via a form made available on the Website.

### §3

#### PROVISION OF SERVICES BY ELECTRONIC MEANS

1. The Service Provider undertakes to provide the Users with the following activities constituting the provision of services by electronic means:
  - a) **Newsletter** - information of commercial or marketing nature concerning offers, promotions or services provided by the Service Provider, sent periodically and free of charge to the User, upon prior consent, to the email address indicated by the User,
  - b) **Contact Form** - a module for communication between the User and Service Provider, enabling the User to obtain information on the Service Provider's business, its offerings, availability of services provided as part of its business or other information concerning the Service Provider, made available to the User free of charge on the Service Provider's Website.
2. Use of the Services by the User requires:
  - a) access to a terminal device that permits the use of the Internet,
  - b) Internet access,
  - c) the possibility of using a web browser that permits the display of websites, with cookies and other similar technologies enabled,
  - d) possession of an electronic address (email),
  - e) reading these Regulations.
4. The User using the Services is obliged:
  - a) to use the Services lawfully and in a manner that does not violate the personal rights of the Service Provider or any third party or contravene common decency,
  - b) to refrain from transmitting to the Service Provider content that is offensive or violates the law, including copyright law,
  - c) to refrain from using the Services to publish advertisements and any information of a commercial nature, including, in particular, by disseminating unsolicited commercial information,
  - d) to refrain from taking any action that may hinder or interfere with the provision of the Services.
5. The Service Provider reserves the right to refuse or cease to provide the Services in the event of:
  - a) violation of generally applicable law by the User,
  - b) infringement of the provisions of the Regulations by the User,
  - c) the User's provision of erroneous or false data (which results in the inability to perform the Services correctly,
  - d) any action taken by the User that disrupts the Website's operation or interferes with the use of the Services by other Users,
  - e) temporary cessation of the provision of the Services due to maintenance activities, modification of the Website's rules, or other reasons.

### §4

#### CONTACT FORM

1. The contract for the provision of Service in the form of a Contact Form is concluded for a definite period and terminates once the User receives an answer to the question submitted to the Service Provider via the Contact Form.
2. The Contact Form is made available to Users under the "CONTACT" tab found on the website's main page, on the left-hand side, at the bottom of the Website.
3. The conclusion of the contract for the provision of the Contact Form service requires the User to take the following actions:
  - a) filling in the fields of the Contact Form by providing an email address, name and surname, telephone number and the message content (question, request for information, etc.),
  - b) accepting the Regulations by ticking the acceptance box with the following content: *"I confirm that I have read and understood the provisions of the Privacy Policy and the Regulations governing the provision of services by*

Villa Cottonina Sp. z o.o.

59-850 Świeradów-Zdrój, ul. Sanatoryjna 7, tel. +48 75 78 45 500, email: info@cottonina.pl  
Spółka prawa handlowego zarejestrowana przez Sąd Rejonowy dla Wrocławia-Fabrycznej we Wrocławiu IX Wydział Gospodarczy KRS pod numerem KRS 0000335296, NIP: 6131552269, REGON: 021020549



*electronic means at Villa Cotonina Sp. z o.o. , 7 Sanatoryjna Street, 59-850 Świeradów-Zdrój. I consent to the processing of my personal data by Villa Cotonina Sp. z o.o. to the extent necessary to provide the Contact Form service in compliance with the Privacy Policy and the Regulations."*

- c) clicking on the button "SEND FORM".
4. The User's performance of the activities indicated in section 3 is tantamount to:
  - a) giving consent to provide the Contact Form service by the Service Provider,
  - b) the User's consent to processing their personal data by the Service Provider to provide the Contact Form service.
5. The Service Provider reserves the right to discontinue the Contact Form service at any time.

## **§5 NEWSLETTER**

1. The Newsletter service is provided free of charge for an indefinite period.
2. The Newsletter service shall be available in the "STAY UPDATED" section at the bottom of the main page of the Website
3. The conclusion of an agreement for the provision of the Newsletter service shall require correct completion of the fields in the subscription form by ticking the topic of interest to the User in the checkbox, and the User providing the following:
  - a) email address,
  - c) name,
  - d) telephone number (optional),
  - e) ticking the checkbox indicating consent to the processing of personal data,
  - f) ticking the checkbox indicating acceptance of the Regulations on the provision of services by electronic means and consent to the receipt of commercial information by electronic means,
  - g) clicking on the "SAVE" button.
4. The Newsletter service can also be subscribed to by those Users who make a reservation for a stay in a hotel facility of the Service Provider in the booking engine on the Website or directly at the Service Provider's premises at the hotel's Reception Desk.
5. Content sent to the User within the Newsletter service may contain information that takes into account the User's specific interests and preferences, determined based on the User's history of visits to the Website and statistical data on the bookmarks and topics viewed.
6. The User may resign from the Newsletter service at any time. Resignation requires one of the following actions:
  - a) using the active link contained in each Newsletter message sent to the User, in the bottom margin, and then clicking on the "SEND" button, sending a resignation statement to the Service Provider from the electronic address (email), which was submitted for subscription within the Newsletter service to the electronic address (email): [info@cottonina.pl](mailto:info@cottonina.pl)
7. The Service Provider reserves the right to discontinue the Newsletter service at any time.

## **§6 SAFETY RULES**

1. The use of the Services may be associated with the standard risks of using the Internet. The user should take appropriate steps to minimize this risk.
2. In providing services by electronic means, the Service Provider ensures the security of information and documents transmitted via electronic communication channels with due diligence and using appropriate technical solutions.
3. User is obliged to comply with the recommendations of the Service Provider in terms of security rules for services provided by the Service Provider electronically.
4. The fundamental safety principles of the Services provided, which the User should observe, include:
  - a) use of legal software that is regularly updated,



- b) use of software, with current updates, to protect against malware such as viruses, worms, Trojan horses, spyware, unwanted messages; use of firewalls,
- c) avoid using the Services in places accessible to the public, such as Internet cafes, hot-spots or the workplace - the software used there may be modified or configured in such a way that data is collected without the User's knowledge,
- d) to avoid the installation of software of unknown origin,
- e) to check the settings of the Internet browser,
- f) to use of the Service Provider's Website <https://www.cottonina.com>,
- g) avoid using the address or the link sent in an email by a third party, especially if it is an unknown person - such information is likely to contain false attachments and perhaps links leading to other websites resembling the Service Provider's website
- h) to verify each time that the web browser address field contains the letters https and not http as the first part of the entry;
- i) to verify each time that a padlock icon indicating an encrypted connection is displayed (if the padlock icon is displayed, click on it twice to confirm that the displayed certificate is valid and has been issued for the Service Provider and the address <https://www.cottonina.com/>).

## **§7 COOKIES**

1. On the Website, the Service Provider uses cookies, i.e., computer data, in particular short text files stored on the User's computer, phone, tablet or other device and intended for the use of the Website. Cookies can be read by the Service Provider's system, including systems belonging to other entities whose services are used by the Service Provider (e.g., Facebook, Google).
2. The Service Provider is the entity that places and accesses cookie files on the User's terminal device.
3. Accepting information on cookies placed on the Website or direct access to the Website without changing the browser settings signifies the User's consent to the functioning of these files on the device.
4. The software used to browse the Internet (web browser) usually allows the storage of cookies on the User's terminal device by default. The User can change the cookies settings at any time. These settings can be changed, in particular, to block the automatic handling of cookies in the web browser settings or inform on their placement in the User's device each time. Detailed information about the possibility and methods of using cookies is available in the settings of the User's software (web browser).
5. The Service Provider informs that restricting the use of cookies may affect some of the functionalities available on the Website.
6. Detailed information on the purpose of cookies and how the Service Provider uses them is included in the Service Provider's *Privacy Policy* available at <https://www.cottonina.com/privacy-policy> (on the Website under the "CONTACT" tab).

## **§ 8 PERSONAL DATA PROTECTION**

1. Principles and information concerning personal data protection are regulated in the Service Provider's *Privacy Policy* available at <https://www.cottonina.com/privacy-policy> (on the Website under the "CONTACT" tab).
2. Should the Service Provider discontinue or refuse to provide the Service, it shall immediately delete all the User's personal data if their processing is not necessary for any other purpose than the provision of this Service.

## **§ 9 OBLIGATIONS AND LIABILITIES**

1. The User is obliged to use the Services in compliance with the provisions of these Regulations, the terms of use of the Website and in accordance with generally applicable legal regulations.



2. The User is obliged to inform the Service Provider of any irregularities observed in the operation of the Services or Website.
3. The Service Provider is not liable for interruptions in access to the Services resulting from:
  - a) necessary technical and administrative measures,
  - b) disruption of the Internet network and its supply,
  - c) force majeure.

## **§ 10 COMPLAINTS**

1. In matters related to the performance of the Services indicated in these Regulations, the User has the right to lodge a complaint.
2. Complaints may be addressed to the Service Provider's registered address: VILLA COTONINA SP. Z O.O., 7 Sanatoryjna Street, 59 - 850 Świeradów-Zdrój or in the form of an email to the electronic address [info@cottonina.pl](mailto:info@cottonina.pl)
3. The complaint must contain the following information:
  - a) first and last name of the User
  - b) the User's email address
  - c) a description of the grounds for the complaint
  - d) the User's request.
4. The Service Provider may refuse to accept or consider a complaint that does not contain the elements indicated in sec. 3.
5. Complaints shall be examined within 14 days from the date of delivery to the Service Provider. In particularly complicated cases, the deadline for complaint handling may be extended to 30 days.
6. The Service Provider shall inform the User how the complaint will be handled within the period indicated in sec. 5, by sending information to the email address indicated by the User in the complaint notification.

## **§ 11 FINAL PROVISIONS**

1. The content of these Regulations is made available to the User on the Website in the tab *Hotel*.
2. The User may download, store and reproduce the Regulations with due observance of the safety rules, in particular, those set out in §6 of the Regulations.
3. In matters not governed by these Regulations, the provisions of generally applicable law, including the provisions of the Act, shall apply.
4. The Service Provider is entitled to amend these Regulations in the event of a change in the generally applicable provisions of law relating to the provision of services by electronic means or change in the Service Provider's offer.
5. The Service Provider shall inform the User, who is bound by the agreement for the provision of services by electronic means, of any change to the Regulations by publishing information on the Website and sending a notification to the User's email address.
6. Any disputes concerning the Regulations will be settled by a common court with jurisdiction over the Service Provider's registered office.

The Regulations shall be effective from 01.11.2021.