

## TERMS AND CONDITIONS OF THE WEBSITE [WWW.MOUNTAINCLIMBINGSCHOOL.PL](http://WWW.MOUNTAINCLIMBINGSCHOOL.PL)

### I. DEFINITIONS

Terms used in these Regulations mean:

1. Terms and Conditions - these rules and regulations, which specify the rules for the User's use of the Website.
2. Website - a website provided at [www.mountainclimbingschool.pl](http://www.mountainclimbingschool.pl), containing informational content, forms, buttons and applications.
3. User - a person accessing and using the Website.
4. Frost Group Mateusz Mróz - tour operator, permanent business address Tadeusz Kościuszki 10 Street, 34-500 Zakopane, NIP: 7361581625, REGON: 363415292, being the organizer of tourist events and the owner of the Website. Direct contact with Mountain Climbing School is possible at e-mail: [biuro@mountainclimbingschool.pl](mailto:biuro@mountainclimbingschool.pl) and at phone number +48 694 325 271 (Owner: Mateusz Mróz).
5. Law - Law of November 24, 2017 on tourist events and related tourist services (Journal of Laws of 2017, item 2361).
6. Consumer Rights Act - the Consumer Rights Act of May 30, 2014. (Journal of Laws 2017.683 t.j. of 2017.03.30).
7. Civil Code - the law of April 23, 1964. - Civil Code (Journal of Laws No. 16, item 93).
8. RODO - Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC.
9. Contract - the contract for the tourist event as a whole or, if the tourist event is carried out on the basis of separate contracts, all contracts covering individual tourist services within the same tourist event.
10. Traveler (Participant) - anyone who wishes to enter into a contract or is entitled to travel under a Contract entered into within the scope of application of the Act.
11. Event (Tourist Event) - a combination of at least two different types of travel services for the same trip or vacation, meeting the conditions referred to in Article 5(1) of the Law.
12. Terms and Conditions - Terms and Conditions of Participation in travel events organized by Mountain Climbing School and the terms and conditions set forth in the "Read Required" section, which are an integral part of the Agreement.
13. Standard Information Form - the information form attached as Appendix 1 or 2 to the Act pursuant to Article 39, paragraph 1 of the Act.
14. Order - the totality of data, necessary for booking an Event, sent by the User to Mountain Climbing School via the Reservation System, e-mail to Mountain Climbing School's mailbox address, contact form available on the Website or by telephone.
15. Reservation System - the online Event reservation system made available to the User on the Website.

16. Reservation - a reservation, which has a unique number, created in the Reservation System on the basis of the criteria for selection of the Event and personal data of the Participants provided by the User in the Order.
17. Payment - payment for all services indicated by the User and compiled in the Reservation.
18. Functions of the Website - types and scope of services provided electronically on the Website, described in detail in par. V of these Regulations.
19. Service Features Agreement - an agreement between the User and Mountain Climbing School for the use of the Service Features.

## II. GENERAL PROVISIONS

1. Each User, as soon as he/she undertakes activities aimed at using the Website, is obliged to comply with these Terms and Conditions. Acceptance of its terms and conditions constitutes the User's binding consent to the provision of services to him/her by Mountain Climbing School under the terms and conditions provided therein.
2. A prerequisite for using the Website is the User's acceptance of all provisions contained in the contents of these Terms and Conditions. The Reservation System requires the User to declare that he/she has read and accepts the provisions of these Terms and Conditions by checking the appropriate option box. The User may also voluntarily give appropriate consents, including, in particular, consent to receive commercial information regarding goods or services offered by Mountain Climbing School or consent to the processing of personal data for marketing purposes, including the performance of direct marketing using terminal equipment (such as mobile and landline phones, tablets, computers) and automatic calling systems.
3. Current descriptions of Events included in Mountain Climbing School's offer on the Website do not constitute an offer within the meaning of Article 66 § 1 of the Civil Code, but are an invitation to conclude an Agreement.
4. The data contained in the description of the Events are for informational purposes and are subject to change prior to the conclusion of the Agreement, subject to the requirement of informing the Traveler of the change, as set forth in Article 40(3) of the Law.
5. The submission of a Reservation by the User is not tantamount to the conclusion of a Contract even if the User has made a payment. By completing the application, the User submits to Mountain Climbing School a proposal to conclude a Contract for the Event indicated by the User, which Mountain Climbing School may accept or reject. Mountain Climbing School may send an acknowledgement of receipt of the application, but it is not tantamount to Mountain Climbing School's acceptance of the proposal to conclude the Contract.
6. The commencement of the provision of the travel service takes place at the conclusion of the Contract in accordance with the Terms and Conditions. Detailed terms and conditions for the conclusion of the Contract, in particular regarding payment, rights and obligations of the Participants, complaints, cancellation of the tourist event or change of date are set forth in the Terms and Conditions.
7. The date of conclusion of the Service Functionality Agreement shall be the date on which he/she begins actual use of the Website. Agreement

for the provision of Service Features is concluded for an indefinite period of time. The User, under the terms and conditions of the Consumer Rights Act, may withdraw from the Service Functionality Services Agreement without stating a reason, by submitting an appropriate statement within 14 (in words: fourteen) days from the date of its conclusion - in accordance with Article 27 of the Consumer Rights Act. To meet this deadline it is sufficient to send to the address: Frost Group Mateusz Mróz, 10 Tadeusza Kościuszki Street, 34-500 Zakopane or to the e-mail address: [biuro@mountainclimbingschool.pl](mailto:biuro@mountainclimbingschool.pl) the statement before the deadline. In the case of withdrawal from the Agreement for the provision of Website Functionality Services by the User under the terms of this paragraph, the aforementioned agreement is considered not concluded.

8. Settlement of transactions by e-transfer, credit card, Masterpass, PayPal or any other method is carried out through imoje. The services in question are provided by ING Bank Śląski S.A., based in Katowice, 34 Sokolska St., 40-086 Katowice, a national payment institution, supervised by the Polish Financial Supervision Authority, registered in the Register of Payment Services, entered in the Register of Entrepreneurs kept by the District Court in Katowice, Economic Department of the National Court Register under the KRS number 0000005459, NIP: 6340135475, with a share capital of 130,100,000 PLN, fully paid up. For more information, please visit: <https://www.ing.pl/>.

### III. TECHNICAL REQUIREMENTS

1. Technical conditions for the use of the Website, are important for its correct functioning, correct appearance in the web browser, as well as for the security of the User's data. Each User should comply with the following conditions and guidelines, and any action taken by the User to the contrary (intentionally or unintentionally), is done at the sole responsibility of the User. For the proper operation of the Website, it is necessary:
  - a) Having a device that allows the use of Internet resources equipped with an operating system,
  - b) Having a properly installed web browser,
  - c) Having an email account.
2. In order for the User to properly use the services provided by Mountain Climbing School via e-mail, it is necessary for the User to have an e-mail account.
3. In order for the User to properly use the services provided by Mountain Climbing School via SMS, it is necessary for the User to have a cell phone or other technical device capable of sending and receiving SMS messages.
4. Mountain Climbing School is not responsible for the malfunction of the User's device, operating system or browser, including, in particular, any extensions, add-ons and programs installed on the User's operating system or browser.
5. A change in the requirements for the technical conditions necessary to use the Functionality of the Website does not constitute an amendment to the Terms and Conditions in

where it does not lead to a limitation of the existing Functionality of the Website.

Mountain Climbing School makes all necessary efforts to ensure the proper functioning of the Website in terms of technology. Due to the fact that the Website is being successively improved there is a possibility of temporary interruptions in its operation. Mountain Climbing School continually takes steps to provide the User with the functionalities of the Website without any defects. Despite all possible efforts, Mountain Climbing School does not guarantee that the information and prices contained in the Website are free from deficiencies and errors, which, however, cannot be the basis for claims.

#### IV. LEGAL OBJECTIONS

1. All information, data and materials made available on the Website are protected by copyright, trademark rights, database rights or other intellectual property rights.
2. The Website may not be used other than for personal and non-commercial purposes. Mountain Climbing School prohibits the use of any automated systems or software to extract data from this site for commercial purposes (so-called "screen scraping"), or to provide or operate links to this site without the prior written consent of the owner.
3. In the event of any unauthorized use of the Website, Mountain Climbing School reserves the right to take any necessary action, including legal action. In the event that Mountain Climbing School becomes aware of violations of rights to information, data and materials Mountain Climbing School will summon the User to remedy the consequences of the violations at the User's expense. If the User fails to comply with Mountain Climbing School's summons within 14 (in words: fourteen) days from the date the User receives the summons, Mountain Climbing School may pursue claims against the User for infringement of rights to information, data and materials.

#### V. FUNCTIONALITIES OF THE WEBSITE

1. Among other things, the Website allows the User to:
  - a) Familiarization with the Terms and Conditions;
  - b) Familiarize yourself with the Terms and Conditions of Travel Insurance;
  - c) Familiarization with the Standard Information Form;
  - d) Switching to the Reservation System;
  - e) Check the address and contact information of Mountain Climbing School;
  - f) Send a message to Mountain Climbing School using the contact form;
  - g) Request to receive information about current promotions and other information, including commercial information by e-mail.
2. The Reservation System allows, among other things:

- a) Familiarization with the description of the Events;
  - b) Making a Reservation with the entry of Participants' data;
  - c) Making Payments.
- 3. Mountain Climbing School enables the User to receive information using terminal devices (such as mobile and landline phones, tablets, computers) and automatic calling systems, to the phone number and e-mail address provided by the User about current events, contests, promotions, marketing communications regarding Mountain Climbing School services and products, analyzing the User's preferences, activities and interests in order to match and enable the User to receive profiled offers. In addition, Mountain Climbing School allows the User to receive commercial information regarding goods or services offered by Mountain Climbing School to the e-mail address indicated by the User.
- 4. In order to receive the information referred to in paragraph 4 above, the User must give separate consents by directly checking the appropriate options on the forms provided on the Website.
- 5. You may opt out of receiving the information referred to in paragraph 4 above at any time, by:
  - a) Clicking the appropriate link in the body of the email;
  - b) Sending an email to Mountain Climbing School with a request to stop sending certain information;
  - c) Retrieved z form contact available w Website.

## VI. TERMS OF USE OF THE WEBSITE, USER RESPONSIBILITY

- 1. The prerequisite for setting up a Booking, is that the User must be at least 18 (in words: eighteen) years of age and have full legal capacity.
- 2. The User confirms that he/she has full legal capacity and is fully responsible for the consequences of his/her actions on the Website, in particular in the Reservation System.
- 3. The User has no right to send information on the Website, make reservation requests in any form, or make a Reservation using false data or the data of another person for this purpose.
- 4. The user is not allowed to use a fake or someone else's credit card without obtaining prior permission from the owner of the card. Any unauthorized activity of this kind will be reported to the relevant law enforcement agencies.

## VII. RESPONSIBILITY MOUNTAIN CLIMBING SCHOOL

- 1. Mountain Climbing School does not guarantee that the availability of space and the price will not change until the Reservation set-up process is properly completed.
- 2. Mountain Climbing School is not responsible, in particular, for:

- a) interruptions or disruptions in the operation of the Internet, resulting from circumstances beyond the control of Mountain Climbing School;
- b) The User's entry of incorrect personal data of the Event Participants in the Booking;
- c) User's selection of the Event, as well as for the fulfillment of the conditions for the User or Participants to take advantage of the selected event, including the fulfillment of formal, visa, health conditions for the purpose of travel, resulting from circumstances beyond the control of Mountain Climbing School.

## VIII. PERSONAL DATA

1. Mountain Climbing School complies with the principles set forth in the RODO, including, in particular, adequately securing personal data against unlawful access to personal data by third parties, in particular, encrypting personal data, archiving personal data, evaluating personal data security measures, ensuring confidentiality, integrity, availability and resilience of processing systems and services.
2. Mountain Climbing School is the controller of Users' and Participants' personal data (hereinafter referred to as "Administrator").
3. The Administrator can be contacted as follows: electronically at e-mail address: [biuro@mountainclimbingschool.pl](mailto:biuro@mountainclimbingschool.pl), at telephone number +48 661 344 747 (Owner: Mateusz Mróz) or in writing to the address: Frost Group Mateusz Mróz., 10 Tadeusza Kościuszki St., 34-500 Zakopane.
4. Provision of personal data is voluntary, but necessary for the proper execution of the Service Functionality Agreement and the Agreement. Failure to provide personal data will result in the inability to conclude and perform the aforementioned agreements.
5. The Administrator collects and processes personal data of Users and Participants to the following extent:
  - a) data contained in the Reservation System on the Website, such as name, surname, telephone number, e-mail address, address data (country, city, postal code, street and house/apartment number), date of birth;
  - b) data contained in the contact form on the Website, such as name, surname, telephone number, e-mail address, and other personal data provided in the form regarding the inquiry submitted;
  - c) Payment data, such as: name, surname, address data (country, city, postal code, street and house/apartment number), bank account number, other personal data provided in the transfer title (if any);
  - d) other data related to the conclusion and execution of the Agreement: among others, additional personal data related to the complaints made, series and number of the identity document (passport, proof), health information, biometric data (such as height, weight), gender, signature, image;
  - e) Data on the use of the Website, in particular the IP address;
  - f) data on the use of the Website stored in so-called cookies, such as history of clicks, navigation or browsing, data

regarding your browsing preferences or behavior on the Website;

g) other data related to the Users' use of the Website's functionalities, including, but not limited to, additional personal data related to complaints filed.

6. The Administrator processes personal data for the purpose of entering into and performing the Service Functionality Agreement, as well as for the purpose of entering into and performing the Agreement, providing services under the Agreement and ensuring the necessary settlements in connection with the concluded Agreement, as well as for the purpose of possible establishment, investigation or defense against claims, for analytical purposes, archiving, accounting, as well as for the purpose of offering products and services directly to Users and Participants by the Administrator (direct marketing), including selecting them according to their needs with the help of profiling, which, however, will not materially affect the situation or have legal effects on these entities.
7. Personal data in the field of ordinary data are processed by the Administrator for the following purposes:
  - a) to conclude and perform a contract, or to take action at the request of the data subject before concluding a contract (legal basis: Article 6(1)(b) of the DPA);
  - b) to fulfill the Administrator's legal obligations (legal basis: Article 6(1)(c) of the DPA);
  - c) realization of the legitimate interests of the Administrator, and in particular for archival, evidential, statistical, reporting purposes, for the purpose of asserting claims or defending against them, as well as for the purpose of marketing and promoting the Administrator's products and services (legal basis: Article 6(1)(f) RODO);
  - d) in other cases, the personal data of Travelers in the scope of ordinary data will be processed only on the basis of previously granted consent, to the extent and for the purpose expressed therein (legal basis: Article 6(1)(a) RODO);

If Users or Travelers agree to receive marketing communications to their e-mail address and telephone number, the legal basis will also be Article 10 of the Act of July 18, 2002 on the provision of electronic services and Article 172 of the Act of July 16, 2004. - Telecommunications Law.

If the Travelers consent to the processing of the image - the processing is carried out on the basis of the granted consent for the free use of the image, constituting personal data, recorded in the form of audio/audio-video recording/photographs during the Event, without territorial and time limitations - the consent includes the use of the image both as an independent material and as part of other works; The Administrator shall be entitled to make elaborations of the image allowing for its incorporation into a larger whole and so may combine it with other works, including audio-visual works, make extraction of individual layers of the material containing the image, including extraction of the audio and video layers; consent shall include use of the image for the promotional purpose indicated above; use of the image, which is at the same time its processing as personal data, shall mean: fixation and reproduction in any way, including in computer memory, on both digital and analog data carriers, by digital recording technique and by printing and reprographic technique (e.g. digital photographs, printed posters); dissemination by introducing

copies for circulation, dissemination without intermediary copies through display, reproduction, broadcasting, re-broadcasting in analog and digital format, in data communications networks (including the Internet), telephone networks and mobile devices (e.g. through - Facebook, Instagram, Google+, YouTube, Twitter, Pinterest, websites, in particular the Administrator's website); dissemination in mass media; the legal basis for processing is Article 81 (1) of the Act of February 4, 1994 on Copyright and Related Rights.

8. To the extent that the processed data may include special category data - i.e. health data, biometric data - the Administrator processes the data solely for the purpose of performing the Agreement (i.e. for the purpose of appropriate and correct selection of sports equipment for training), the legal basis for the processing of the Traveler's data is consent pursuant to Article 9(2)(a) of the RODO.
9. The Administrator will process personal data for the period necessary to fulfill the purposes for which they were collected, i.e.:
  - a) With regard to the execution of the contract concluded with the Administrator for the period of its validity, and after that time for the period resulting from the provisions of the law or for the realization of the Administrator's legitimate interests, including the safeguarding and assertion of possible claims.
  - b) In terms of fulfilling a legal obligation incumbent on the Administrator for the period and to the extent required by law.
  - c) Where personal data will be processed for the purpose of realizing the legitimate interests of the Administrator referred to above for a period until such interests are realized or an objection to such processing is raised.
  - d) To the extent that personal data will be processed on the basis of consent - until such consent is withdrawn. To the extent that data is processed on the basis of separate consent of Travelers, they have the right to withdraw their consent at any time. However, this will not affect the lawfulness of the processing that was carried out before the withdrawal.
10. Personal data may be shared by Mountain Climbing School with the following categories of recipients:
  - a) authorized employees and associates of the Administrator;
  - b) airlines, coaches, ferries, hotels, apartments and other accommodations, insurers, skiable/ski equipment rental companies, foreign contractors in connection with the performance of the Agreement;
  - c) service providers supplying the Administrator with technical and organizational solutions to enable the provision of services (in particular, courier and postal companies, IT service providers - including hosting providers, marketing entities, entities supporting accounting processes, legal and consulting service providers and their authorized employees and associates);
  - d) entities performing data analytics for the purpose of personalizing advertisements, developing remarketing campaigns and being separate controllers in this regard, in particular Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, more information on data protection law



can be found on the website at: <https://policies.google.com/privacy>;

e) entities providing tools for the analysis, optimization and efficient operation of the Administrator's services, being separate administrators in this regard, in particular Facebook Ireland Ltd, 4 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland, providing the Facebook Pixel service; the Administrator uses the Facebook Pixel feature to display published Facebook ads only to Facebook users who have shown interest in the Administrator's services or who share certain common ratios; the Facebook Pixel feature also allows the Administrator to understand the effectiveness of Facebook ads for statistical and market research purposes; for more information on data protection law, please visit the website at: <https://www.facebook.com/privacy/explanation>;

f) entities to the extent of their use in the implementation of payment processes for purchased services - payment operators, which are separate data controllers in this regard, in particular ING Bank Śląski S.A. with its headquarters in Katowice, 34 Sokolska Street, 40-086 Katowice, more information on data protection law can be found on the website at: <https://www.ing.pl>

g) public authorities, insofar as they are authorized to do so by applicable laws (after the authorities in question have submitted a corresponding request).

11. The Administrator will not transfer or authorize the transfer of personal data outside the EEA unless it takes the measures necessary to ensure that the transfer complies with the RODO. The measures in question may include, in particular, the transfer of personal data to a recipient in a country that, in accordance with a decision of the European Commission, provides adequate protection for personal data, or to a recipient in the United States that has certified compliance with the EU-US Privacy Shield program.
12. The data subject has the right to access the content of his/her data, the possibility to correct, rectify, erase or restrict processing, the right to data portability and to object to processing. In addition, he/she has the right to withdraw consent to their processing at any time. The withdrawal of consent does not affect the lawfulness of processing carried out on the basis of consent before it was signed.
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  2. Website - a website provided at [www.mountainclimbingschool.pl](http://www.mountainclimbingschool.pl), containing informational content, forms, buttons and applications.
  3. User - a person accessing and using the Website.
  4. Mountain Climbing School - tour operator Frost Group Mateusz Mróz, permanent business address 10 Tadeusza Kościuszki Street, 34-500 Zakopane, NIP: 7361581625, REGON: 363415292, which is a tour operator and owner of the Website. Direct contact with Mountain Climbing School is possible

at e-mail: [biuro@mountainclimbingschool.pl](mailto:biuro@mountainclimbingschool.pl) and at telephone number +48 661 344 747 (Owner: Mateusz Mróz).

5. Law - Law of November 24, 2017 on tourist events and related tourist services (Journal of Laws of 2017, item 2361).

6. Consumer Rights Act - the Consumer Rights Act of May 30, 2014. (Journal of Laws 2017.683 t.j. of 2017.03.30).

7. Civil Code - the law of April 23, 1964. - Civil Code (Journal of Laws No. 16, item 93).

8. RODO - Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC. withdrawal. In addition, if a data subject believes that the Controller is processing his or her data unlawfully, he or she may file a complaint to this effect with the President of the Office for Personal Data Protection or other competent supervisory authority.

13. The Website is not designed for children under 16 (in words: sixteen) years of age, nor is it aimed at children.

## IX. ADVERTISEMENTS

1. The User may file complaints regarding the functioning of the Website. Complaints should be submitted through the contact form located on the Website, by sending an e-mail to: [biuro@mountainclimbingschool.pl](mailto:biuro@mountainclimbingschool.pl) or by correspondence to: Frost Group Mateusz Mróz, 10 Tadeusza Kościuszki Street, 34-500 Zakopane. The complaint should include at least: name, surname, address, e-mail address of the User, the subject of the complaint with indication of the User's request and any circumstances justifying the complaint.
2. The User will be informed of the resolution of the complaint by e-mail to the e-mail address indicated in paragraph 1 above within 30 (thirty) days from the date of filing the complaint in question.
3. In the event of a dispute between the Service and the User as to the legitimacy of the refusal to accept a complaint, the User has the right to use out-of-court means of processing complaints and claims. The User may use mediation or conciliation by providing the institution before which the proceedings will take place with an appropriate form - a request for mediation or a request for consideration of the case before an amicable court. A list of sample institutions with contact information is available at [www.uokik.gov.pl](http://www.uokik.gov.pl). A platform for online dispute resolution between consumers and businesses at the EU level (ODR platform) is available at <http://ec.europa.eu/consumers/odr>.
4. Complaints about the performance of the Contract must be submitted in accordance with the provisions of the Terms and Conditions.

## X. FINAL PROVISIONS

1. The Regulations are available on the website of the Service.

2. Any disputes under these Regulations shall be considered by a common court of factual and local jurisdiction in accordance with applicable regulations.
3. Mountain Climbing School reserves the right to change the content of these Terms and Conditions. Changes to the Regulations will be made by Mountain Climbing School by publishing the new content of the Regulations on the Website. In relation to contracts concluded before the new provisions come into force, the provisions of the Regulations in force at the time of conclusion of a given contract shall apply.
4. The law applicable to these Regulations shall be Polish law.
5. The regulations are effective as of 1/10/2020.