

TERMS OF USE

The terms of Use specify the rules for entering into sales agreements by means of the Famoushoteliers.net website.

DEFINITIONS

1. **Famoushoteliers.net** means the website that sells e-books run by the Woliński & Hotel company having its registered office in Poland at ul. Leszczyńskiego 11/6, Elbląg, 82-300, NIP (tax identification no.) 5781553899, REGON (national business registry no.) 171014890, e-mail address: info@famoushoteliers.net
2. **E-book** means a book saved in the form of a file (digital content) available at the famoushoteliers.net website in the formats: epub, mobi and pdf, not DRM-protected, watermarked.
3. **Buyer** means any natural person, legal person and organizational unit without legal personality.
4. **Electronic device** means a device intended for, among others, downloading and saving digital files (e.g., a personal computer, a smartphone, a tablet, an e-book reader).
5. **E-book sale** means the paid granting of access to the e-book by Famoushoteliers.net on the Buyer's order, allowing the Buyer to use the e-book without a time limit using electronic devices only – in accordance with the provisions set out in these Terms of Use.
6. **Online Payment Service Provider** means entities that are payment institutions that Famoushoteliers.net cooperates with in serving payments for e-book sales:
 - a) **PayPro SA** (Przelewy24.pl) having its registered office in Poland at ul. Kanclerska 15, Poznań, 60-327, entered into the register of entrepreneurs kept by the District Court Poznań, VIII Commercial Division, KRS no. 0000347935.
 - b) **PayPal** (Europe) S.à r.l. & Cie, S.C.A having its registered office at L-1150 in Luxembourg.
7. Order payment means the act of debiting the sum specified in the order from the Buyer's bank account or payment card confirmed by the Online Payment Service Provider.

ORDER FULFILMENT

8. Making a purchase at the famoushoteliers.net website is voluntary and does not require setting up any account.
9. For each e-book offered at the Famoushoteliers.net website, there is information that specifies the characteristics, size and format (epub, mobi, pdf) of a given file. Prior to making a purchase, the Buyer should verify if the electronic device intended for downloading a given e-book meets the requirements for using the purchased e-book.
10. All prices specified at the Famoushoteliers.net website are stated in EUR and include

VAT (value added tax).

11. At the price specified at the website, after settling the payment for the order, the Buyer receives the e-book(s) in all available formats, that is, epub, mobi and pdf.

12. To place an order, the Buyer has to enter all the required data in the order form.

13. The e-book is sold once:

a) the Buyer has accepted the Terms of Use at the Famoushoteliers.net website and the Privacy Policy by ticking the box titled *“I accept the Terms of Use and the Privacy Policy”*.

b) the entered data have been verified and the “Buy & Pay” button has been clicked.

c) the payment order has been made.

14. The Buyer shall settle the payment for the order in line with his preferred choice by means of an Online Payment Service Provider using the following modes of payment:

- Visa or MasterCard,

- Apple Pay or Google Pay,

- PayPal.

15. Upon clicking the “Buy & Pay” button is clicked, the contract is concluded, the subject of which is the sale of the e-book. Having paid for the order, the Buyer receives at his e-mail address a payment confirmation from the Online Payment Service Provider.

16. Upon settling the payment for his order, the Buyer is granted access to the ordered e-book (no later than within 15 minutes of the receipt of the payment confirmation from the Online Payment Service Provider) by means of a message e-mailed at the e-mail address specified by the Buyer involving a link to the website from which the e-book can be downloaded.

17. In exceptional cases (for instance, due to a server failure), the access to the e-book may be granted at a later date than 15 minutes from the Order Placement.

18. In the e-mail with the link to the e-book, the Buyer will receive details of the paid order, instructions regarding the loss of the right to withdraw from the contract within 14 days due to the request for the commencement of the service, as well as information about his rights arising from the concluded contract for the online delivery of files.

19. Downloading the e-book automatically precludes the right to withdraw from the contract on in accordance with the principles specified in the section Withdrawal from the Contract.

20. On the Buyer’s request expressed by means of ticking the proper box in the order form and entering the essential data, Famoushoteliers.net issues an invoice in an electronic form and e-mails it at the Buyer’s e-mail address within 48 hours.

USING THE E-BOOK

21. The Buyer who has purchased the e-book can download the file in each of the three available formats, that is, epub, mobi and pdf. Moreover, he can save it and display the file using any Electronic Device chosen by the Buyer, without a time limit.

22. The sale of the e-book allows the Buyer to use the e-book for his personal use only. The sale of the e-book does not constitute a transfer of rights or a granting of a license to the content of a given e-book. Recording, copying, marketing and disseminating the e-book other than specified under these Terms of Use require a written permission of the copyright holder.

23. E-books in all formats are protected against unauthorized use – watermarked – by a copyright protection system that records a unique transaction identification number on the files that make verifying who acquired the rights to a given e-book possible.

WITHDRAWAL FROM THE CONTRACT

24. The Buyer has the right to withdraw from the purchase until the payment for the e-book is made.

25. The right to withdrawal from the contract without specifying any reason within 14 days of the receipt of the goods does not pertain to the digital content that were not saved on a tangible medium (e-books). If they were purchased in line with the following principles:

- a) The Buyer consents to the commencement of the service consisting in providing digital content (e-books) before the term of withdrawal from the contract expires.
- b) The buyer shall be informed by Famoushoteliers.net about losing his right to withdraw from the contract.

The Buyer loses his right to withdraw from the contract at the moment when the e-book file is made available to him for downloading in such a way that the Buyer is allowed to save the e-book on his electronic device.

COMPLAINTS

26. The Buyer can file a complaint regarding defects and faults in the e-books. The complaints shall be submitted via e-mail at info@famoushoteliers.net

27. A complaint shall be processed within 14 days of the receipt. The Buyer shall be informed of the result of the complaint processing via electronic mail at the e-mail address used for filing the complaint.

NEWSLETTER

28. As part of the newsletter service, every person can agree to receive commercial and marketing information pertaining to the Famoushoteliers.net website via e-mail. The newsletter shall be delivered at the specified e-mail address. The consent to receive the newsletter is granted after providing the e-mail address and may be withdrawn at any time after e-mailing such request at info@famoushoteliers.net from the e-mail address the newsletter is delivered at.

FINAL PROVISIONS

29. These Terms of Use are available at the Famoushoteliers.net website. They can be also e-mailed to the Buyer in an electronic form on his request at the specified e-mail address.