

Regulation - Terms and Conditions Regulamin - ComfortPass.travel

Section I - Common Provisions

§ 1.

Definitions

1. **Regulations** – the regulations defining the rules of using the The Service and the rules of providing Services by IVS through it.
2. **The Service** – the website with address COMFORTPASS.TRAVEL through which IVS operates to provide the Services.
3. **Services** – services provided by IVS involve supporting passengers in connection with departure, arrival, and further travel from the airport.
4. **Agreement** – the agreement for provision of Services concluded between IVS and the User through The Service.
5. **Personal data** – information about an identified or identifiable natural person ("the data subject"); an identifiable natural person is a person who can be directly or indirectly identified, in particular on the basis of an identifier such as name, identification number, location data, internet identifier or one or more specific factors determining physical, physiological, genetic, psychological, economic, cultural or social identity of a natural person; for the purposes of the Regulations, the term personal data also includes data carriers such as documents and photographs.
6. **User** – a natural person with full legal who, through the form available on The Service concludes an agreement for provision of Services.
7. **IVS** - IVS spółka z ograniczoną odpowiedzialnością spółka komandytowa (LLC LLP) with its registered office in Katowice, ul. Graniczna 29, 40-017 Katowice, NIP: 9542766476, REGON: 364718356, entered by the Katowice-Wschód District Court in Katowice, 8th Commercial Division, under the number KRS 0000623079
8. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 relating to protection of natural persons with regard to the processing of personal data and rules relating to free flow of personal data and repealing of the Directive 95/46 / EC (general regulation on data protection).
9. **Profiling** – means any form of automated processing of personal data, which means the use of personal data to assess some of the personal constituents of a natural person, in particular to analyse or forecast aspects related to the effects of the work of that person, its economic situation, health, personal preferences, interests, credibility, behaviour, location or movement.
10. **Consumer** - a natural person who performs a legal transaction with the entrepreneur which is not related directly to their business or professional activity.

§ 2.

Performance of the Agreement

1. By using the Service, the User enters into an Agreement with IVS and undertakes to pay remuneration to IVS. Through the Service, the User has the possibility to reserve services:

- a) Business Lounge – reservation related to Business Lounge lounges located at airports in the selected destination,
 - b) Fast Track – reservations related to priority passage through baggage check and security control at airports in the selected destination,
 - c) Other services whose availability is possible at the airport in the selected destination.
2. After selecting the airport for the relevant destination in the Service, the User has the opportunity to familiarize themselves with the range of services provided at that specific destination. Due to significant differences in the scope of services provided between individual airports in different destinations, the User is obliged to carefully review IVS's offer and the type and scope of services offered at a given destination.
 3. IVS provides services in accordance with local regulations, as well as organizational and security regulations applicable at the airport in the given destination.
 4. The User enters into an Agreement by completing the registration form on the Service and making payment of remuneration to IVS. Payment is considered made when the money transfer is credited to the IVS bank account. The User makes a payment by traditional bank transfer, credit card, or using electronic payment services.
 5. When completing the registration form, the User is obliged to provide all data required in the form. The provided data should be true, current, and correct. To verify the User's data, IVS may contact the User by email or at the telephone number provided by the User. IVS also reserves the right to request the User to supplement personal data, provide additional information, or submit relevant documents.
 6. The condition for the conclusion of the Agreement between IVS and the User is the payment of remuneration by the User to IVS. After the conclusion of the Agreement, IVS sends confirmation of the conclusion of the Agreement along with a specification of its terms to the User's email address.
 7. By entering into an Agreement with IVS, the User declares that:
 - a) the data provided in the form are complete, true, current, and free of errors and other typos;
 - b) the User is entitled to use the indicated data, and providing the data by the User does not violate the rights of third parties;
 - c) the User is familiar with the amount of the remuneration due to IVS and accepts it;
 - d) the User is aware that providing false, incorrect, or outdated data may result in the User being unable to use the services;
 - e) the User has read the Regulations and consents to the content of all its provisions;
 - f) the User is aware that after fulfilling the service provided under the Service Agreement by IVS, the User loses the right to withdraw from the Agreement;
 - g) the User has voluntarily entered into an Agreement with IVS by using the Service;
 - h) they have acquainted themselves with the information clause described in detail in § 4 of the Regulations, specifying the principles of data processing by IVS.
 8. Acceptance of the Regulations by the User constitutes the User's statement that the User has read the terms and conditions of using the Service.
 9. Immediately after receiving the payment made by the User, IVS sends the User, by electronic means to the email address provided by the User in the registration form, confirmation of the conclusion of the Agreement.
 10. Using the Website, as well as the digital content and services provided by it, by a user requires the User to have a device with Internet access and an up-to-date web browser, moreover, the User should have a registered email address, as well as software that allows opening files in PDF format.

§ 3.

IVS Responsibility

1. IVS, ensuring the correctness and continuity of the Service's operation, conducts continuous technical supervision of its functioning.
2. IVS is responsible for the operation of the Service's subpages or their content.
3. IVS shall not be liable, among other things, for:
 - a) the consequences of the User providing data in the registration form that is inconsistent with the actual state, outdated, or incomplete; furthermore, the Service Provider is not responsible for the consequences of the User's failure to update or correct the data;
 - b) damages resulting from the User's violation of the rights of third parties that result from the use of the website;
 - c) damages caused by disruptions, interruptions, or unavailability of the Service due to force majeure;
 - d) damages caused or resulting from non-compliance with the rules of the Regulations;
 - e) damages resulting from the defectiveness or incompatibility of the device used by the User, to the extent that the User has been informed about the technical conditions of access to the Website or the content available through it;
4. IVS informs that it is not responsible for the decisions of authorities and entities managing airports in the relevant destinations, as well as for limitations in the provision of services arising from local regulations and organizational and security regulations at the airport in a given destination, provided that the inability to provide services or limitations in the provision of services result from circumstances beyond the control of IVS.
5. The exclusion of IVS's liability for damages specified in the Regulations occurs within the scope and in accordance with the provisions of the Act of April 23, 1964, the Civil Code (Journal of Laws of 2023, item 1610 with further amendments), and the provisions of Chapter 3 of the Act of July 18, 2002, on the provision of electronic services (Journal of Laws of 2020, item 344, with further amendments).

§ 4.

Information clause – protection of personal data

To comply with the obligations arising from the Regulation (EU) 2016/679 of the European Parliament and the Council of 27th April 2016 on protection of natural persons in relation to the processing of personal data and on free flow of such data and repealing Directive 95/46/EC (General Data Protection Regulation) hereinafter referred to as GDPR, IVS Limited Liability Company Limited Partnership with the registered office in Katowice, ul. Graniczna 29 (29 Graniczna St.), 40-017 Katowice, NIP: 9542766476, REGON: 364718356, entered by the Katowice-Wschód District Court in Katowice, 8th Commercial Division, under KRS number 0000623079 (hereinafter referred to as IVS), informs about the processing of the client's personal data and the rights the client is entitled to. The following rules are applicable as of May 25th, 2018.

I. The controller of the personal data

IVS Limited Liability Company Limited Partnership with the registered office in Katowice, ul. Graniczna 29 (29 Graniczna St.), 40-017 Katowice, NIP: 9542766476, REGON: 364718356, entered by the Katowice-Wschód District Court in Katowice, 8th Commercial Division, under KRS number 0000623079 is the controller of the personal data.

Telephone number: +44 2031 293 603

E-mail address:
support@comfortpass.travel II.

Data protection officer

The data protection officer at IVS can be contacted by email sent to the address: dataprotection@ivs.travel

III. Purpose and legal basis of the data processing

IVS processes personal data for the purpose of executing a contract to which the person whose data are processed is a party, or to take actions at the request of the data subject before concluding the contract (Article 6 par. 1 letter b of the GDPR).

In certain situations, IVS may process personal data due to the need to comply with legal obligations to which IVS is subject (Article 6 par. 1 letter c of the GDPR), or the processing is necessary to protect the vital interests of the data subject or another natural person (Article 6 par. 1 letter d of the GDPR), or processing is necessary for the purposes of the legitimate interests pursued by IVS (Article 6 par. 1 letter f of the GDPR), in particular, for the purpose related to:

- a) marketing of products and services of IVS;
 - b) monitoring and improvement of the quality of services provided by IVS, including monitoring of telephone conversations and meetings, carrying out customer satisfaction surveys of services provided;
 - c) if applicable, the conduct of disputable proceedings, as well as proceedings before public authorities and other proceedings, including carrying on enquiry and defence against claims;
 - d) improving the quality of services, which includes examining traffic on the website and profiling.
- In all other situations, personal data are processed solely on the basis of the consent granted for the purpose specified in its content (Article 6 par. 1 letter a of the GDPR).

We do not process sensitive personal data. IV.

Recipients of data

IVS discloses or may disclose personal data to the following recipients or categories of recipients, in particular to:

- a) public authorities and relevant state offices in connection with the fulfillment of its obligations arising from legal regulations;
- b) entities that participate in the processes necessary to perform contracts concluded with clients, including banks, credit card operators, electronic and online payment agents;
- c) entities which support IVS in business processes, including in particular entities processing personal data for IVS (so-called data processors), inter alia:
 - hosting companies,
 - legal services and accounting services,
 - companies and external entities carrying out processes which are a part of the activities necessary to conclude the contract with a client.

V. Time of data processing

The client's personal data, are processed by IVS for the time necessary to achieve the objectives indicated in point III, that is, until the Agreement is fully executed and the Service is concluded. After that period, IVS may process the client's data for a period of time and to the extent specified by law or for the pursuit of the legitimate interest of the data controller as in point. 3, however, no longer than 7 years since their collection. Insensitive data processed on the basis of separate consent shall be kept until the consent is withdrawn.

VI. The rights of data subjects

IVS guarantees all clients exercise of the data subject rights granted by the GDPR, including in particular:

1. The right to access the personal data;

2. The right to request correction of the personal data which are incorrect and the right to request supplementing of the incomplete personal data,
3. The right to request erasure of the personal data ("the right to be forgotten"), when:
 - a) the personal data are no longer necessary for the purposes for which they have been collected or otherwise processed;
 - b) the data subject has withdrawn the consent on which the processing is based and there is no other legal ground for their processing;
 - c) the data subject objects to the processing;
 - d) the personal data have been unlawfully processed;
 - e) the personal data have to be erased for compliance with a legal obligation provided by law;
 - f) the personal data have been collected in relation to the offer of information society services.
4. The right to request restriction of processing of the personal data when:
 - a) the data subject challenges correctness of the personal data;
 - b) the processing is unlawful and the data subject opposes to erasure of the personal data, requesting to limit their use instead;
 - c) the controller no longer needs the personal data for processing but it is necessary for the data subject to establish an enquiry or defend their claims;
 - d) the data subject has objected to the processing – pending determination of whether the legitimate grounds on the part of the controller take precedence over the grounds of objection.
5. The right to transfer personal data if:
 - a) the processing takes place on the basis of consent or on the basis of a contract, and; b) the processing is automated.
6. The right to object to the processing of personal data, if there are reasons related to the client's special situation and the processing results from indispensability for the purposes resulting from legally justified interests pursued by the controller.

VII. Withdrawal of consent to data processing

To the extent of the client's consent to processing of their personal data, the client is entitled to withdraw the consent at any time. The withdrawal takes place without affecting the legality of the processing which was carried out on the basis of the consent prior to its withdrawal. **VIII. The right to lodge a complaint with the supervisory authority**

In any situation, when the client considers that IVS processes personal data contrary to the provisions of the GDPR, the client has the right to lodge a complaint with the appropriate supervisory authority.

IX. Transfer of personal data to countries outside the European Economic Area

1. IVS may transfer personal data to international organizations and countries outside the European Economic Area for which the Commission has not found an adequate level of protection of personal data. The transfer of data takes place on the basis of standard contractual clauses agreed with the recipient, the content of which has been adopted by the European Commission and ensures the highest standards of personal data protection applied on the market. 2. The client has the right to obtain a copy of the data transferred by IVS.

X. Obligation to provide personal data

Providing personal data is entirely voluntary. Providing data is a condition for concluding the agreement with IVS or it is necessary to achieve the objectives arising from the legitimate interests of IVS. Failure to provide all the data will prevent conclusion and execution of the indicated contract.

**§ 5.
Cookie policy**

1. This policy defines the rules for storing information and accessing information already stored (cookies and other technologies including local storage) by IVS Limited Liability Company Limited Partnership with the registered office in Katowice, ul. Graniczna 29 (29 Graniczna St.), 40-017 Katowice, NIP: 9542766476, REGON: 364718356, entered by the KatowiceWschód District Court in Katowice, 8th Commercial Division, under KRS number 0000623079 in the telecommunication device of the end user (computer, smartphone, tablet) of the website and its subpages.

2. Cookies are small text files created by a web server, stored on the user's end device. Cookies, specifically the information stored in them, are read primarily by the server that created them. The purpose of saving cookies is to store the website user's data in the browser – saving the user's information, including the frequency of the user's visits to the website. Local storage files are used to facilitate the use of registration forms on the website because they save the data entered into the registration forms. Local storage files may store personal data. Only the website that generated cookies or local storage has access to them. The most important cookies:

a) A cookie native to PHP applications – this cookie is used to collect and recognize a users' exceptional session ID to manage user session on the website. The cookie is deleted when a user closes all the browser windows.

b) A cookie is used to collect a user's language preferences to serve up content in that collected language during future visits of the user on the website. c) The cookies installed by Google Analytics:

- A cookie is used to calculate data such as: visitors, sessions, campaign and to keep track of site usage for the site's analytics report. Information stored by a cookie is anonymous, because the cookie assigns a randomly generated number to identify every visitor.

- A cookie is used to collect information about visitors' ways of using a website. The cookie is needed to create an analytics report of the website results. The data includes the number of visitors, where do they come from, the pages visited in an anonymous form.

d) A cookie installed by Google Universal Analytics to reduce the request rate to limit the storage of data on high traffic websites.

e) A cookie installed by Yadex Metrica - this cookie is used to calculate data such as: visitors, sessions, campaign and to keep track of site usage for the site's analytics report. Information stored by a cookie is anonymous, because the cookie assigns a randomly generated number to identify every visitor.

3. IVS uses cookies and other technologies for statistical purposes to calculate the number of user visits per page and to optimally match the content of the website to user's preferences and easier usage of the website by users.

4. IVS website uses session cookies that are deleted immediately after leaving the website or its sub-pages by the user, as well as persistent cookies, which are stored on the user's end device, and which are not automatically removed after the end of the session. Local storage files are generally not automatically deleted and they are saved in the user's browser memory.

5. A user who does not want cookies and files from other technologies to be stored in the browser's memory should:

a) clear the browser's memory,

b) in the browser settings disable the option of saving cookies and files from other technologies, or specify the time after which cookies are automatically removed from the browser's

memory. Completely preventing the saving of cookies may significantly impede use of some websites.

§ 6.

Withdrawal from the Agreement

1. The user, being a consumer, who has concluded an Agreement with the IVS for provision of services may withdraw from it within 14 days without giving any reason and without incurring costs.
2. If the User withdraws from the Agreement, it is considered void.
3. If the User made a statement on withdrawal from the Agreement before IVS accepted the User's offer, the offer ceases to be binding.
4. The period of withdrawal from the Agreement starts from the date of executing the Agreement, and in other cases from the date of conclusion of the Agreement.
5. The User may withdraw from the Agreement by submitting a statement of withdrawal from the Agreement to IVS. The statement may be submitted on the form, a template of which is included in Annex No. 1 to the Regulations, but it is not mandatory.
6. To meet the deadline, it is enough to send a statement before the expiry date of the period by post to the address of the IVS office or by e-mail to the address: support@comfortpass.travel
7. IVS confirms receiving the withdrawal from the Agreement by an e-mail sent to the User.
8. IVS shall immediately, but not later than within 14 days from the date of receiving the statement sent by the User – consumer on withdrawal from the Agreement, return the User all payments made by them, including the costs of delivery.
9. IVS returns the payment using the same method of payment as the one used by the User, unless the User has explicitly agreed to a different method of return, which does not involve any costs for them. IVS may withhold the reimbursement of payments received from the consumer until the returned goods are received or until the User provides proof of their return, depending on which event occurs first.
10. The provisions of the Regulations regarding the consumer apply to a natural person concluding directly a contract related to their business activity, when the content of the contract shows that it does not have a professional nature for the particular person, resulting in particular from the subject of their business activity, made available on the basis of the provisions concerning the Central Register and Information on Business Activity (Centralna Ewidencja i Informacja o Działalności Gospodarczej).
11. If the consumer exercises the right to withdraw from the contract after the consumer requests the performance of the service, the provision of which is to begin before the expiry of the deadline for withdrawing from the distance contract, the consumer is obliged to pay for the services provided until the withdrawal from the contract. The amount of payment is calculated in proportion to the scope of the service provided, taking into account the price or remuneration agreed in the contract.
12. In the case of withdrawal from the contract for the supply of the digital content or the digital service, the User is obliged to stop using this digital content or the digital service and making it available to third parties.
13. In the case of withdrawal from the contract, IVS may prevent the User from further using the digital content or digital service, in particular by preventing them from accessing the digital content or the digital service or blocking the User's account in this scope.

14. The right to withdraw from the contract is not entitled to the User in relation to the contracts:
 - a) for provision of services for which the User is obliged to pay the price, if the entrepreneur has fully performed the service with the clear and prior consent of the User, who was informed before the commencement of the service that after the performance of the service by IVS they would lose the right to withdraw from the contract, and the information was acknowledged;
 - b) for the delivery of digital content not delivered on a tangible carrier, for which the User is obliged to pay the price, if the entrepreneur commenced the service with the clear and prior consent of the User, who was informed before the start of the service that after the performance of the service by the entrepreneur they would lose the right to withdraw from the contract, and acknowledged it, and the entrepreneur provided the User with a confirmation.
15. If the period between the day of entering into the contract and the day on which the service is to be performed for the User is less than 14 days, then the contract for the provision of services specified in the Agreement by IVS can only be concluded at the explicit request of the Consumer. By entering into the Agreement, the Consumer makes a statement that the performance of the service is to begin before the deadline set for withdrawing from distance contracts and that they have acknowledged the loss of the right to withdraw from the contract upon its fulfillment by IVS. Due to the fact that the service provided by IVS should be fulfilled within a specified period, IVS will commence the provision of the service before the expiration of the 14-day period, which is the deadline for the Consumer to withdraw from the distance contract. Therefore, the Consumer loses the right to withdraw from the contract upon its full performance.

§ 7.

Invoices

1. At the User's request, IVS issues an invoice in connection with the performance of the Agreement and sends it to the e-mail address indicated by the User.
2. The User declares to agree to issuing an electronic invoice by IVS in accordance with art. 106n par. 1 of the Act of 11th March 2004 on Value Added Tax (Journal of Laws of 2023, position 1670, with further amendments).

§ 8.

Complaints and final provisions

1. The User may submit complaints about Services provided by IVS, as per the Agreement, by:
 - a) posting a letter to the following address: IVS spółka z ograniczoną odpowiedzialnością spółka komandytowa, ul. Graniczna 29, 40-017 Katowice, Polska, b) sending an email to – support@comfortpass.travel
 - c) phone to the number +442031293603
2. IVS deals with the complaint within 14 days since its delivery and sends the response to the address of the sender – User. IVS reserves the right to send a request to the person lodging the complaint in order to clarify the relevant circumstances regarding the complaint. The deadline for considering the complaint may be extended accordingly, due to the waiting time for the User's response.

3. IVS is entitled to change the Regulations for important reasons at any time, in particular when changes are due to technical or legal reasons. IVS will inform the Users about the introduced changes by presenting information about the changes on the Service, publication of the updated text of the Regulations and sending messages about changes to the Regulations to the Users' e-mail addresses. Changes to the Regulations come into force within 14 days from the date of posting the information about them on the Service along with the updated text of the Regulations. The existing provisions shall apply to the Agreements concluded before the date of the update.
4. Polish law is the law applicable to relations arising from the Agreement. Disputes arising from the Agreement are subject to the jurisdiction of Polish common courts. The choice of Polish law does not exclude the protection granted to Users by mandatory provisions in the country where the User has their habitual residence.
5. The Users who are consumers may try to reach out-of-court resolution of any IVS disputes before the Permanent Consumer Mediation Court at the Provincial Inspector of Trade Inspection in Katowice (Stały Polubowny Sąd Konsumentcki przy Wojewódzkim Inspektorze Inspekcji Handlowej w Katowicach).
6. Consumer disputes regarding services provided online within the European Union may also be resolved through the ODR platform at <https://ec.europa.eu/consumers/odr>.
7. The User may obtain free assistance in resolving a dispute with IVS, also using the gratuitous help of the powiat (municipal) consumer ombudsman or a social organization, whose statutory tasks include consumer protection (including the Consumer Federation, Association of Polish Consumers –

Federacja Konsumentów, Stowarzyszenie Konsumentów Polskich)
<http://www.katowice.wiih.gov.pl/p,64,polubowny-sad-konsumentcki>. Necessary information on the method of settling disputes can be found on the website <http://www.uokik.gov.pl>, under the tab "Settlement of consumer disputes".

Annex No. 1 – a template of a statement on withdrawal from the Agreement

(this form should be filled in and returned only if you wish to withdraw from the agreement)

.....

(date)

.....

(Name and Surname of the User)

.....

(Address of the User)

IVS sp. z o.o. sp.k.
ul. Graniczna 29 40-017
Katowice
Poland

Date of conclusion of the contract

Statement of withdrawal

I hereby withdraw from the service agreement concluded with IVS on the date

Signature of the User

(only if the form is sent in a paper version)