



**TERMS AND CONDITIONS FOR PROVIDING ELECTRONIC SERVICES  
for the conclusion of contracts for the provision of tourism services  
by LUDZIE MORZA Spółka z o.o.**

**1. General Information**

- 1.1. These terms and conditions specify the types, scope, and terms of electronic services provided by Ludzie Morza Spółka z o.o. (hereinafter: the Organizer) in the scope of business activities related to the conclusion of contracts for the provision of tourism services (participation in tourist events and others) through the portal: [www.menofsea.com](http://www.menofsea.com).
- 1.2. For contracts regarding participation in a tourist event, the Organizer operates as a tour operator based on an entry in the Register of Tourism Organizers and Entrepreneurs Facilitating the Acquisition of Linked Travel Services, maintained by the Marshal of the Małopolskie Voivodeship under number Z/7/2018.
- 1.3. The Organizer operates at the address: ul. Walgierza Wdałego 58, 30-398 Kraków. Tax Identification Number (NIP): 677-242-77-82.
- 1.4. Terms used in these Terms and Conditions should be understood as follows:
  - 1.4.1. Client – a person using the website [www.menofsea.com](http://www.menofsea.com)
  - 1.4.2. Contract – a contract concluded between the Organizer and the Client
  - 1.4.3. Trip – a tourist event organized by Ludzie Morza Sp. z o.o.
  - 1.4.4. Act – the Act of November 24, 2017, on tourist events and linked travel services
  - 1.4.5. Portal – the Organizer's website available at [www.menofsea.com](http://www.menofsea.com)
  - 1.4.6. General Terms of Participation – General Terms of Participation in a Tourist Event Organized by Ludzie Morza Spółka z o.o.

**2. Contact with the Organizer**

- 2.1. Direct contact with the Organizer on all matters related to its operations is possible:
  - 2.1.1. By email: [info@menofsea.com](mailto:info@menofsea.com)
  - 2.1.2. By phone: +48 602 692 509
  - 2.1.3. By post at the address: Ludzie Morza Sp. z o.o., ul. Walgierza Wdałego 58, 30-398 Kraków

**3. Terms of Contract Conclusion**

- 3.1. The information available on the portal does not constitute an offer within the meaning of the Civil Code.
- 3.2. A Client can conclude a contract with the Organizer if they meet the following technical requirements necessary for cooperation with the Organizer's IT system:
  - 1) Broadband internet connection;
  - 2) A web browser that allows the display of web pages;
  - 3) An active email account.
- 3.3. The procedure for concluding a contract is as follows:
  - 3.3.1. The Client selects a trip option from the Organizer's website, fills out the booking form associated with each option and after selecting "BOOK NOW," makes payment as specified in section 5.
  - 3.3.2. The Client submits their declaration of contract upon making the payment.
  - 3.3.3. Submitting the above declaration means that the Client accepts these Terms and Conditions as well as the General Terms of Participation.
  - 3.3.4. Due to the specific nature and challenging waters of the trips, the Organizer reserves the right to additionally verify the Client's data and any potential obstacles to participation in the trip, e.g., via telephone contact.
  - 3.3.5. Upon receiving the payment, the Client will promptly receive, no later than within 7 days, a confirmation of the contract or a notification of the inability to conclude the contract, along with the reason for refusal.
- 3.4. Submission of offers to the Organizer for a contract to participate in a tourist event is possible 24 hours a day, every day of the year.
- 3.5. The Organizer reserves the right to refuse a Client's offer in the following situations:



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- 3.5.1. Submitted on an incorrectly completed form;
  - 3.5.2. After an unsuccessful attempt to confirm the Offer;
  - 3.5.3. In the absence of the Client's acceptance of the contract confirmation;
  - 3.5.4. Submitted in violation of these Terms and Conditions.
- 3.6. The Organizer sends all required information and documents to the Client electronically, as mandated by the Act.

#### **4. Payment Terms**

- 4.1. The trip prices are provided in euros.
- 4.2. Payment methods for contracts concluded with the Organizer:
  - 4.2.1. For booking and contracts, the Service Provider is entitled to a fee according to the prices available on the website and in effect at the time of completing the Registration Form.
  - 4.2.2. Prices presented on the website are in euros, include VAT and duties, and are gross prices.
  - 4.2.3. The Participant is informed of the total amount due for organizing the tourist event covered by the reservation before placing the reservation.
  - 4.2.4. When making a reservation, the Participant can choose from the following payment methods for the Service Provider's fee for organizing the tourist event: bank transfer or online transfer to the Service Provider's bank account, payment by Visa, Visa Electron, MasterCard, or Maestro, or payment through the Przelewy24 online payment platform.
- 4.3. If the Participant does not make payment within 3 days from the date of reservation, the Service Provider may request payment within a period of not less than 3 days. If the Participant fails to comply within the specified period, the Service Provider may cancel the reservation, notifying the Participant by email or phone.
- 4.4. In the event of delayed payment by a Participant who is a Business Entity, the Service Provider is entitled to statutory interest for delay in commercial transactions and debt recovery costs in accordance with the Act of March 8, 2013, on counteracting excessive delays in commercial transactions (consolidated text: Dz. U. of 2019, item 118, 1649).
- 4.5. Online payments made through the website are processed via the Przelewy24 platform, available at [www.przelewy24.pl](http://www.przelewy24.pl), operated by PayPro S.A., headquartered at ul. Kanclerska 15, 60-327 Poznań, KRS: 0000347935, NIP: 7792369887, REGON: 301345068, listed as a National Payment Institution in the Register of Payment Services maintained by the Financial Supervision Authority under number IP24/2014.

#### **5. Exclusion of Right of Withdrawal**

Under Article 3, paragraph 1, point 8 of the Act of May 30, 2014, on Consumer Rights (consolidated text: Dz. U. of 2017, item 683 as amended), the provisions of this Act do not apply to contracts for participation in a tourist event as defined by the Act. This means, among other things, that the Traveller is not entitled to the right to withdraw from the contract within 14 days without reason and without incurring costs, as indicated in Article 27 of the Act.

#### **6. Complaints**

- 6.1. Complaints regarding the use of portal services should be submitted by sending a message to the Organizer via email at [gosia@menofsea.com](mailto:gosia@menofsea.com) or to the physical address provided above.
- 6.2. The Organizer, subject to paragraph 2, responds to Client complaints within 30 days of receipt. The response is provided in writing or sent to the email address provided by the Client.
- 6.3. In the case of complaints submitted under the Act, the provisions of the Act apply.
- 6.4. In cases where the dispute arising from this contract may have a consumer character, the Organizer informs that, unless it is mandatory under applicable law, disputes arising from this contract cannot be resolved through methods of out-of-court consumer dispute resolution, as referred to in the Act of September 23, 2016, on Out-of-Court Consumer Dispute Resolution.



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**7. Personal Data Protection**

- 7.1. The data controller for the Client's personal data, as well as the data of individuals on whose behalf the Client concludes contracts, is the Organizer. The Administrator collects, processes, and stores the following Client data: full name, date and place of birth, Personal ID Number, address of residence, travel document numbers, document expiration dates, phone number, and email address.
- 7.2. The personal data of the aforementioned individuals is processed for the purpose of fulfilling the contract, fulfilling the Administrator's legitimate interests, or for other purposes as per the expressed consent, if such consent has been given and provides a proper legal basis for the processing of personal data.
- 7.3. The personal data of the aforementioned individuals will be processed no longer than is necessary to fulfil the specified purposes. The data retention period is strictly determined in accordance with applicable legal regulations.
- 7.4. The personal data of the aforementioned individuals may be disclosed under legal regulations, legitimate interests of the Administrator, or to fulfil the contract to processors—companies providing services on behalf of the Administrator, which are tasked with activities requiring data processing, particularly in the fields of accounting, IT, and insurance.
- 7.5. The provision of data by the Client is voluntary but necessary for the conclusion of the contract and the correct execution of the service.
- 7.6. The aforementioned individuals have the right to request access to their personal data, rectification, erasure, or restriction of processing, as well as the right to object to processing, the right to data portability, and the right to lodge a complaint with a supervisory authority. These individuals have the right to withdraw consent at any time if consent is the legal basis for data processing. If the data held is processed for other purposes (e.g., contract fulfillment, claim enforcement), it may continue to be processed on a different legal basis despite the withdrawal of consent.

**8. Cookie Usage**

The Client consents to the use of Cookies, in accordance with the current browser settings. If the Client does not consent to the use of Cookies, they may change their browser settings at any time.

**9. Final Provisions**

- 9.1. It is prohibited for the Client to provide unlawful content in connection with the use of the Portal.
- 9.2. There are no specific risks associated with using the Portal. However, the Organizer draws attention to the general risks associated with being an Internet user.
- 9.3. In all matters not regulated by these terms, the provisions of the Civil Code and other generally applicable laws shall apply.