

# BOOKADO TERMS OF USE

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## Welcome to Bookado!

Thank you for using our product and services ("**Services**"). The Services are provided by Bookado sp. z o.o. ("Bookado"), located at Szybowcowa 31, 54-130 Wroclaw, Poland.

By using our Services, you are agreeing to these terms. Please read them carefully.

## Using our Services

### Customer, Authorized User and Administrator

You are an **Authorized User** on a **Workspace** controlled by a "**Customer**".

An organization or other third party that we refer to in these **Terms of Use** as "Customer" has invited you to a workspace (i.e., a unique domain where a group of users may access the services like Microsoft Office 365 or Google G-Suite). If you are joining one of your employer's workspaces, for example, Customer is your employer.

**Administrator** is an individual that has been chosen by the Customer to set-up and configure our Services for you. In most cases it is a representative of Customer's IT department.

Customer has separately agreed to our **Customer Terms of Service** ("Contract"), that permitted Customer to create and configure a workspace so that you and others could access to the Services as an "**Authorized User**".

### Customer Data

The Contract contains our commitment to deliver the Services to Customer, who approves Authorized Users to join its workspace(s). When an Authorized User (including, you) submits content or information to the Services, such as calendar events information ("**Customer Data**"), you acknowledge and agree that the Customer Data is owned by Customer and the Contract provides Customer with control over that Customer Data.

AS BETWEEN US AND CUSTOMER, YOU AGREE THAT IT IS SOLELY CUSTOMER'S RESPONSIBILITY TO (A) INFORM YOU AND ANY AUTHORIZED USERS OF ANY RELEVANT CUSTOMER POLICIES AND PRACTICES AND ANY SETTINGS THAT MAY IMPACT THE PROCESSING OF CUSTOMER DATA; (B) OBTAIN ANY RIGHTS, PERMISSIONS OR CONSENTS FROM YOU AND ANY AUTHORIZED USERS THAT ARE NECESSARY FOR THE LAWFUL USE OF CUSTOMER DATA AND THE OPERATION OF THE SERVICES; (C) ENSURE THAT THE TRANSFER AND PROCESSING OF CUSTOMER DATA UNDER THE CONTRACT IS LAWFUL; AND (D) RESPOND TO AND RESOLVE ANY DISPUTE WITH YOU AND ANY AUTHORIZED

USER RELATING TO OR BASED ON CUSTOMER DATA, THE SERVICES OR CUSTOMER'S FAILURE TO FULFILL THESE OBLIGATIONS.

## Important rules

You represent that you are the intended recipient of Customer's invitation to the Services. You MAY NOT access or use the Services for any purpose that is illegal.

To help ensure a safe and productive work environment, all Authorized Users must comply with our Terms of Use and remain vigilant in reporting inappropriate behavior or content to Customer and us.

## Effectiveness of this Terms of Use

These Terms of Use remain effective until Customer's subscription for you expires or terminates, or your access to the Services has been terminated by Customer or us. Please contact Customer if you at any time or for any reason wish to terminate your account, including due to a disagreement with any updates to these Terms of Use.

## Privacy and copyright protection

Bookado's [Privacy Policy](#) explain how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that Bookado can use such data in accordance with our [Privacy Policy](#).

If you think somebody is violating your copyrights please inform Customer or us.

## Your Content and how we use it

Bookado simplifies rooms reservation process and, to operate, requires access to Customer's enterprise calendar used by you and other employees.

By using our Services you agree that Bookado have access to your calendar and your events. You retain full ownership of any intellectual property rights that you hold in that content. In short, what belongs to you stays yours.

Customer grants Bookado a worldwide access to a list of meeting rooms and their details, including, but not limited to: name, location, capacity and availability.

Bookado receives access to Authorised Users profiles within Customer's Workspace to display your calendar and events you own, or participate in.

Bookado does NOT store your logins and passwords used to authenticate yourself within Client's Workspace.

Bookado allows you to easily manage your bookings in your calendar and depending on settings in Customer's administration portal MAY automatically modify your meeting (reduce

time) in case you do not confirm usage of a reservation. Please refer to User Manual for details.

Our automated systems analyze the Customer's enterprise calendar and Authorised Users actions, to provide periodic reports, including but not limited to, a number of meetings held, most occupied meeting rooms and meetings time. This is to give Customer data for analysis allowing to take better decisions and to improve our services.

You can find more information about how Bookado uses and stores content in the [Privacy Policy](#).

## Software in our Services

Our Service requires downloadable software, this software may update automatically on your device once a new version or feature is available.

Upon paid by the Customer subscription fee specified in the Contract, Bookado gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Bookado as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Bookado, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

Open source software is important to us. Some software used in our Services may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of these terms.

## Modifying and Terminating our Services

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Services altogether.

You can stop using our Services at any time, although we'll be sorry to see you go. Bookado may also stop providing Services to you, or add or create new limits to our Services at any time, with at least a one-month notice period.

We believe that you own your data and preserving your access to such data is important. If we discontinue our Services, we will give you possibility to get your data out of these Services.

## Assignment

You MAY NOT assign any of your rights or delegate your obligations under these Terms of Use, whether by operation of law or otherwise, without the prior written consent of us (not to be unreasonably withheld).

We MAY assign these Terms of Use in their entirety (including all terms and conditions incorporated herein by reference), without your consent, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets.

## Our Warranties and Disclaimers

We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. However, there are certain things that we don't promise about our Services.

BOOKADO MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, TO YOU RELATING TO THE SERVICES, WHICH ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

## Limitation of Liability

If we believe that there is a violation of the Contract, Terms of Use, or any of our other policies that can simply be remedied by Customer's removal of certain Customer Data or taking other action, we will, in most cases, ask Customer to take action rather than intervene. We may directly step in and take what we determine to be appropriate action (including disabling your account) if Customer does not take appropriate action or we believe there is a credible risk of harm to us, the Services, Authorized Users, or any third parties. IN NO EVENT WILL YOU OR WE HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS YOU ARE ALSO A CUSTOMER (AND WITHOUT LIMITATION TO OUR RIGHTS AND REMEDIES UNDER THE CONTRACT), YOU WILL HAVE NO FINANCIAL LIABILITY TO US FOR A BREACH OF THESE TERMS OF USE. OUR MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY BREACH OF THE USER TERMS IS TEN DOLLARS (\$10 USD) IN THE AGGREGATE. THE FOREGOING DISCLAIMERS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW AND DO NOT LIMIT EITHER PARTY'S RIGHT TO SEEK AND OBTAIN EQUITABLE RELIEF.

Customer accepts these terms. It will hold harmless and indemnify Bookado and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

## Application of Consumer Law

Bookado is a tool intended for use by businesses and organizations and not for consumer purposes. To the maximum extent permitted by law, you hereby acknowledge and agree that consumer laws do not apply. If however any consumer laws do apply and cannot otherwise be lawfully excluded, nothing in these Terms of Use will restrict, exclude or modify any statutory warranties, guarantees, rights or remedies you have, and our liability is limited (at our option) to the replacement, repair or resupply of the Services or the pro-rata refund to Customer of pre-paid fees for your subscription covering the remainder of the term.

## Governing Law and Venue

We do believe that there will be no disputes between us. However, if any dispute arise, both parties will proactively act to resolve the dispute amicably through negotiations. If negotiations fail, any disputes arising out of or related hereto, will be governed exclusively by the governing law of Poland. The court will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the Terms of Use, or its formation, interpretation or enforcement.

Each party hereby consents and submits to the exclusive jurisdiction of court. In any action or proceeding to enforce rights under the Terms of Use, the prevailing party will be entitled to recover its reasonable costs and attorney's fees.

## Entire Agreement

The Terms of Use, including any documents incorporated by reference into the Terms of Use, constitute the entire agreement between you and Bookado and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. To the extent of any conflict or inconsistency between the provisions in these Terms of Use and any pages referenced in these Terms of Use, the terms of these Terms of Use will first prevail; provided, however, that if there is a conflict or inconsistency between the Contract and the Terms of Use, the terms of the Contract will first prevail, followed by the provisions in these Terms of Use, and then followed by the pages referenced in these Terms of Use (e.g., the [Privacy Policy](#)). Customer will be responsible for notifying Authorized Users of those conflicts or inconsistencies and until such time the terms set forth herein will be binding.

## Contacting Bookado

Please feel free to contact us if you have any questions about Bookado's Terms of Use. You may contact us at [contact@bookado.io](mailto:contact@bookado.io).

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