

# TERMS OF USE OF THE PLATFORM AND HOPSA PLANNER

## §1. General provisions

1. The Terms of Use define the terms of provision by the Service Provider to Users of the following electronic services:
  - a. creation and management of an Account (free of charge);
  - b. newsletter (free of charge);
  - c. access to the Planner (for a fee).
2. Use of the Hopsa Planner is possible only upon the joint fulfillment of the following conditions:
  - a. conclusion of the Agreement between the User and the Service Provider in electronic form by accepting the content of the Terms of Use;
  - b. creation of an Account on the Hopsa Platform.
3. The Services are provided electronically, in accordance with the provisions of the Terms of Use. In the case of fee-based services, they are also provided in accordance with the provisions of the Price List.
4. The Terms of Use are made available to the User free of charge prior to the conclusion of the Agreement, in a manner that allows their acquisition, reproduction, and storage. The Terms of Use are accessible throughout the period of using the Services via the User's Account on the Hopsa Platform.
5. The Hopsa Platform is intended for adult natural persons who are consumers and use it for purposes not directly related to their professional or business activities.

## §2. Definitions

The terms used below shall have the following meanings:

1. **Price List** – a list of fees applicable to the use of the Hopsa Planner.
2. **Account** – the scope of rights granted to the User within the Hopsa Platform, constituting the User's individual profile, through which the User may use the Services, in particular the Hopsa Planner.
3. **Newsletter** – an electronic service consisting of the delivery of digital content (commercial and marketing communications) relating to the Services, at the User's request, to the e-mail address provided by the User.
4. **Planner or Hopsa Planner** – software developed, maintained and made available by the Service Provider via the Hopsa Platform.
5. **Hopsa Platform** – an online service available at: [hopsa.io](https://hopsa.io) and [gohopsa.com](https://gohopsa.com), through which the Hopsa Planner is made available to Users in a SaaS model.
6. **Terms of Use** – the terms of use of the Hopsa Planner, available at [hopsa.io](https://hopsa.io).
7. **Token** – a billing unit enabling the use of the Hopsa Planner, in accordance with the Price List.
8. **Agreement** – an agreement concluded between the Service Provider and the User, the content of which corresponds to the Terms of Use and the appendices thereto.
9. **Services** – services provided by the Service Provider to the User under the Terms of Use, using the Hopsa Platform.

10. **Service Provider** – Hopsa Media Group Sp. z o.o. with its registered office in Lublin (20-026) at Fryderyk Chopin 8/12, Poland, entered in the National Court Register under KRS number 0001067829, whose registration files are kept by the District Court Lublin-East in Świdnik, 6th Commercial Division of the National Court Register, NIP: 7123464545, REGON: 526861858.
11. **User** – an adult natural person having access to an Account.

### **§3. Technical requirements. Description of the Services**

1. The Hopsa Planner is a tool dedicated to travelers, using artificial intelligence and integrating key travel-related services in one place. The Hopsa Planner enables, in particular:
  - a. searching for tourist attractions based on specified criteria;
  - b. creating travel plans in accordance with the User's guidelines;
  - c. using intelligent guides for tourist attractions;
  - d. purchasing ancillary services related to travel from Hopsa's external partners.
2. The Planner is made available via the Hopsa Platform.
3. The Hopsa Platform is made available to Users under the Software-as-a-Service (SaaS) model, i.e. without the need to install any software on the User's end device, and is accessible online, provided that the technical requirements specified in the Terms of Use are met.
4. To use the Hopsa Platform, the following are required:
  - a. access to the Internet with a minimum speed of 10 Mb/s;
  - b. a properly configured web browser in the latest version or in one of the maximum two previous versions, with cookies and JavaScript enabled;
  - c. an active and properly configured email account;
  - d. an operating system that allows the use of one of the following browsers: Chrome, Mozilla Firefox, Edge, or Safari.
5. The use of the Hopsa Platform involves typical risks associated with using the Internet, in particular those related to data transmission. The Service Provider uses appropriate techniques and technologies to ensure the secure use of the Hopsa Platform, in particular in a manner preventing unauthorized access to the transmitted content.
6. The User is obliged to apply appropriate security measures with respect to data that may be processed using or in connection with the use of the Hopsa Platform, in particular to have an up-to-date version of software installed on the devices through which the User uses the Hopsa Platform.
7. The Service Provider may: develop additional functionalities of the Platform or the Hopsa Planner, work on new versions thereof, and, in connection with this, temporarily suspend the availability of certain functionalities.
8. In the event that new functionalities or a new version of the Platform or the Hopsa Planner are introduced, the ability to use them may result in changes to the Terms of Use or the Price List.
9. By commencing use of the Hopsa Platform or the Services, the User acknowledges and accepts that the Service Provider is not the offeror or organizer of the attractions presented to the User as a result of the provision of the Services.

## §4. User Account. Registration and Login. Tokens

1. A User Account is created using one of two authentication methods, at the User's choice:
  - a. passwordless; via a one-time link. If this form of access to the Hopsa Planner is chosen, the User provides their e-mail address, and a unique, one-time link is sent, which, when clicked, immediately logs the User into the created Account;
  - b. through one of the external authentication providers, which may include, depending on the Service Provider's decision, Tidal, Google, Meta, or others.
2. Creating an Account requires the User to provide an e-mail address and to review the Terms of Use and the Privacy Policy.
3. Logging into the User Account is possible using the authentication method selected by the User from among the methods indicated in section 1 above.
4. Commencement of use of the Hopsa Planner by the User constitutes acceptance of the Terms of Use and the Privacy Policy.
5. After logging into the Account on the Hopsa Platform, the User has access to the main menu, from which they can, in particular:
  - a. start using the Hopsa Planner;
  - b. check the balance of Tokens and purchase additional Tokens;
  - c. view and/or edit previously created travel plans;
  - d. delete the Account.
6. Each User receives, free of charge, a monthly allocation of Tokens. After the free Tokens are used, the User may purchase additional Tokens. The amount of free Tokens and the fees for purchasing additional Tokens are specified in the Price List. Tokens may be used to submit queries within the Hopsa Planner, in accordance with the available functionalities.
7. The User may make payments using the payment methods provided by the Service Provider, as specified in the Price List.

## §5. External providers

1. The Platform and the Hopsa Planner use services provided by external providers, including in particular for data acquisition, analytical functions, and support for functions based on artificial intelligence models. The User acknowledges that, by using the Services, they interact with artificial intelligence systems and that responses are generated automatically.
2. The Platform or the Hopsa Planner may display content and provide functionalities sourced from third-party providers. The User acknowledges and agrees that the use of Services based on third-party solutions is subject to the Terms of Use, licenses, and privacy policies of such providers, including but not limited to:

**Google Services:** Certain functionalities (e.g., maps, place search results, location information) are provided in accordance with Google's terms and policies. The Services are provided in particular using services delivered by Google: Google Maps Platform (including Google Maps / maps and map content) and Google Places API (including place search, suggestions, and location data). The use of these features is subject in particular to:

- **Google Maps Platform Terms of Service:** <https://cloud.google.com/maps-platform/terms>
- **Google Maps Platform – Service Specific Terms:** <https://cloud.google.com/maps-platform/terms/maps-service-terms>
- **Google Privacy Policy:** <https://policies.google.com/privacy>
- **Google Terms of Service:** <https://myaccount.google.com/termsofservice>

**Mapbox Services:** Within the Platform and the Planner, the Service Provider may utilize Mapbox services (e.g., for map visualization, navigation, or geocoding). The use of these elements requires compliance with the terms set forth by Mapbox Inc., including:

- **Mapbox Terms of Service:** <https://www.mapbox.com/legal/tos>
- **Mapbox Privacy Policy:** <https://www.mapbox.com/legal/privacy>

**Other Providers:** The Service Provider reserves the right to use services from other data and technology providers. In the event of using third-party content, the User is obliged to review and comply with the regulations of such providers, which may be made available directly within the Service or on the respective providers' websites.

3. The User acknowledges that the maps, search results, and place information displayed on the Hopsa Platform or the Hopsa Planner may contain Google's markings, logos, notices, links, and legal information (e.g., "Powered by Google," "Google," copyright information). The User undertakes not to remove, obscure, modify, or interfere with the display of any such markings, attributions, links to terms, or notices provided as part of Google's services.
4. The User acknowledges that the rights to content and markings provided by Google belong to Google or the relevant third parties and are not transferred to the User.
5. The User undertakes not to use the Platform or the Hopsa Planner (in particular functions based on Google Maps Platform and Google Places API) for activities that are illegal or contrary to Google's terms, including in particular:
  - a. mass downloading, exporting, extracting, or "scraping" map content or place data;
  - b. creating databases of content originating from Google (e.g., company names, addresses, reviews) without authorization;
  - c. circumventing security measures, technical limits, billing mechanisms, restrictions, or rules for displaying Google content;
  - d. using automated tools to collect data (bots, crawlers, scripts) in a manner that disrupts the operation of the Service or Google's services
6. If the User uses the Platform or the Hopsa Planner in a manner inconsistent with Google's terms, the Service Provider may apply the measures provided for in the Terms of Use, in particular, suspend the User's ability to use the Platform or the Hopsa Planner.
7. The User acknowledges that when using map functions or place search, data related to the User's queries and technical usage parameters of the Service (e.g., IP address, device/browser identifiers, approximate location based on IP address or device settings – depending on configuration) may be transmitted to Google.

8. The Services are also provided using the following artificial intelligence model providers:

- a. OpenAI (language models);
- b. Google (Gemini);
- c. Anthropic (Claude);
- d. Perplexity (language models / AI services);
- e. DeepL (translations).

The Service Provider may change the list of the above providers.

9. Use of the Services provided with the involvement of the suppliers referred to in this §5 may require sending to a given supplier data entered by the User (e.g., queries, prompts, attached content) as well as technical data necessary for the provision of the Service. The Service Provider recommends that the User does not enter confidential information or sensitive data.
10. The User acknowledges that the use of the Services is also subject to limitations resulting from the rules, policies, and terms of the suppliers referred to in this §5, and the User's actions may result in restricted access to certain functionalities of the Hopsa Platform or the blocking of the Account in accordance with §7 sec. 4 of the Terms of Use.
11. The Service Provider may temporarily limit or disable functionalities that require the use of the suppliers referred to in this §5 (in whole or in part), in particular in the event of failures, maintenance work, technological changes, or unavailability of these suppliers. The Service Provider shall not be liable for interruptions or limitations in the operation of the Hopsa Platform or the Hopsa Planner, or of selected functionalities, resulting from causes attributable to the suppliers referred to in this §5, beyond the Service Provider's control.

## **§6. User support. Complaint procedure**

1. The User may submit complaints related to the provision of the Services to the Service Provider in the following ways:
  - a. by e-mail to: **support@hopsa.io** or
  - b. by traditional mail directly to the Service Provider's address.
2. A complaint should include information necessary to determine the cause of the issue and to resolve the reported irregularity.
3. The Service Provider shall inform the User of the outcome of the complaint within 14 days of its receipt. Complaints are accepted on business days between 9:00 a.m. and 5:00 p.m.

## **§7. Rights and obligations of the User**

1. The User undertakes to use the Platform and the Hopsa Planner in accordance with the Terms of Use and applicable laws. In particular, the User may not:
  - a. use the Platform or the Hopsa Planner in a manner inconsistent with their intended purpose;
  - b. upload to the Platform content constituting malicious software that disrupts the functioning of the software (in particular viruses, trojans, scripts, and software modifying the source code of the Hopsa Planner or destroying such software);

- c. use the Platform or the Hopsa Planner in a manner contrary to principles of social coexistence or good morals, or in a manner that disrupts the proper functioning of the Platform or the Hopsa Planner;
- d. use the Platform or the Hopsa Planner in a manner that infringes the legitimate interests of the Service Provider;
- e. attempt reverse engineering, decompilation, disassembly, or any other attempts to discover the source code, structure, algorithms, or methods of operation of the Platform or the Hopsa Planner;
- f. modify, adapt, translate, or create derivative works based on the Hopsa Platform or the Planner;
- g. share Account access data with third parties who are not Users (in particular for the purpose of making Tokens available to a third party);
- h. attempt to gain unauthorized access to other Accounts, data, or the Service Provider's systems, or to breach or circumvent the security mechanisms of the Hopsa Platform.

2. The User may not undertake any actions that may result in damage to the Service Provider, other Users, or third parties, in particular:
  - a. may not use the Platform or the Hopsa Planner to provide services competitive with the services provided by the Service Provider;
  - b. may not copy, remove, or modify, in whole or in part, the Platform or the Hopsa Planner or the content contained therein, in a manner not resulting from normal use consistent with the intended purpose of the Platform or the Hopsa Planner;
  - c. may not intentionally overload the technical infrastructure of the Hopsa Platform by excessive or automated generation of queries, requests, or data exceeding the scope of standard and reasonable use;
  - d. may not publicly disclose any information concerning defects, malfunctions, or security vulnerabilities of the Hopsa Platform without prior notification to the Service Provider and without allowing the Service Provider a reasonable time to remedy them;
  - e. may not use the Platform or the Hopsa Planner for unlawful purposes, including infringement of intellectual property rights, personal rights of third parties, or violation of regulations on privacy and data protection.
3. To ensure the proper functioning of the Hopsa Platform and Planner, the User should use end devices that meet the technical requirements specified in the Terms of Use, in particular regarding access to the Internet.
4. The Service Provider reserves the right to temporarily block the User Account if the User violates the Terms of Use or uses the Platform or Hopsa Planner in a manner inconsistent with their intended purpose. The Service Provider may take such action, in particular, if the User:
  - a. violates the Terms of Use or uses the Platform or Hopsa Planner in a manner inconsistent with their intended purpose;
  - b. infringes the intellectual property rights of the Service Provider or third parties (e.g., attempts reverse engineering or copying);
  - c. through their actions, threatens the integrity, security, or technical stability of the Hopsa Platform (e.g., by introducing malicious software or excessively overloading the Hopsa Planner and technical infrastructure).

## **§8. Obligations of the Service Provider. Availability of the Services**

1. The Service Provider shall make reasonable efforts to ensure that the Hopsa Platform remains accessible at all times, every day of the week. The User accepts that the Services are provided "as is, as available". The Service Provider shall take appropriate measures to secure and maintain the level of the Services, while reserving the right to temporary interruptions in the availability of the Platform and Planner resulting from:
  - a. planned maintenance, development, or upgrade work, of which the User will be notified at least 24 hours in advance via a message on the Platform or by e-mail;
  - b. urgent technical interruptions necessary to address unforeseen failures or errors that could not have been anticipated;
  - c. force majeure events (e.g., natural disasters, armed conflicts) and causes beyond the Service Provider's control, in particular failures of telecommunications infrastructure, energy suppliers, cloud services (hosting), or payment systems of third parties.
2. The Service Provider does not guarantee that:
  - a. The Services will be uninterrupted, error-free, or meet specific User requirements.
  - b. The complexity of data transmission over long distances will ensure absolute accuracy, complete security, availability, and integrity of the Services.
  - c. The Services will serve to achieve the objectives intended by the User, including achieving specific benefits.
3. The Service Provider shall not be liable for **any damages or lost profits of the User resulting from interruptions in access** to the Platform as described in sec. 1 and 2 above, nor for delays in the operation of the Platform and Planner caused by technical factors attributable to the User or third parties. The Services are provided without any warranties, whether express, implied, or statutory, including, without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement of third-party rights, or warranties arising from trade usage.
4. The Service Provider declares that, in the provision of the Services, it uses technology based on artificial intelligence (AI), including generative AI and large language models (LLMs) provided by external vendors - which the User accepts. The User accepts that the technologies used within the Services may produce unexpected or unpredictable results, including errors, omissions, or content not reflecting actual facts, and the Service Provider shall not be liable for such content or outcomes.
5. The Services do not replace human judgment in making important decisions. The User should verify content generated by the Platform (especially content created by AI) before using it. The Service Provider ensures the security, confidentiality, and integrity of the User's data through appropriate technical and organizational measures, in accordance with the principles described in the Terms of Use.
6. The Service Provider shall, to a reasonable extent, ensure the security, confidentiality, and integrity of the User's data (including personal data) through appropriate technical safeguards. At the same time, the Service Provider shall not

be liable for consequences resulting from the manner in which the User uses the Hopsa Platform or Planner.

7. The Service Provider informs the User of updates, including security updates, necessary to maintain the Services' compliance with the Terms of Use, and provides them to the User throughout the period of service. If the User fails to install updates within a reasonable time, the Service Provider shall not be liable for non-compliance of the Services with the Agreement resulting solely from the lack of updates, provided that the User has been informed of the update and the consequences of not installing it, or if failure or improper installation of updates does not result from errors in the installation instructions provided by the Service Provider.

## **§9. Intellectual property rights**

1. The Platform and the Hopsa Planner constitute software which, as a whole, is a work within the meaning of the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws 1994, No. 24, item 83). Individual textual, graphic, multimedia, and other creative elements used by the Platform and the Hopsa Planner also constitute works. The author's economic rights in the works referred to in the preceding sentence belong to the Service Provider to the extent necessary for the provision of the Services.
2. The User is entitled to use the Platform and the Hopsa Planner available at [hopsa.io](https://hopsa.io). This entitlement includes private use, in accordance with the intended purpose of the service and the technical conditions specified in §3 of the Terms of Use. The fee for granting this license is included in the Service Provider's remuneration.
3. The User is prohibited from reproducing, reselling, or distributing the Platform and the Hopsa Planner. The User is not entitled to disseminate or share them in computer systems or networks, either in whole or in part.
4. In the event of a breach by the User of the Service Provider's intellectual property rights, the Service Provider is entitled to demand the immediate cessation of such actions and to take measures necessary to remove the effects of the breach. This may, in particular, include: requesting the User to make a public statement of appropriate content and form, surrender any unjustly obtained benefits, and compensate for any damage incurred.

## **§10. Personal Data**

1. The Service Provider processes Users' personal data to the extent necessary for the provision of the Services.
2. The principles of personal data processing and the protection of Users' privacy are described in the Privacy Policy.

## **§11. Newsletter and communication with Users**

1. The Service Provider provides the Newsletter service upon the User's consent to receive communications covered by this service by subscribing to the Newsletter.
2. A condition for the commencement of the Newsletter service is that the User provides a valid e-mail address, gives consent by clicking the button confirming

subscription to the Newsletter, and activates the Newsletter service by clicking on the activation link sent to the e-mail address provided by the User. Failure to activate the service will prevent the provision of the Newsletter.

3. The Service Provider may send push notifications to Users - short messages sent via the Hopsa Platform, which may appear on the User's device and provide real-time information regarding the Services.

## **§12. Liability. Withdrawal from the Agreement**

1. The Service Provider shall not be liable for events resulting from improper use of the Hopsa Platform or Planner by Users or third parties, in particular use inconsistent with the Terms of Use or the intended purpose of the Platform and Planner. In the event of non-compliance of the Services with the Agreement, the User may request their rectification. The Service Provider shall carry out such rectification within a reasonable time and without undue inconvenience to the User. The Service Provider has the right to refuse rectification if it is impossible or entails excessive costs.
2. If the Services do not comply with the Agreement, the User may also submit a statement requesting a price reduction or withdrawal from the Agreement in the following cases:
  - a. compliance of the Service with the Agreement is impossible or would entail excessive costs,
  - b. the Service Provider has not brought the Service into compliance with the Agreement,
  - c. non-compliance of the Service with the Agreement persists despite the Service Provider's attempts to bring the Service into compliance;
  - d. non-compliance of the Service with the Agreement is so significant that it justifies a price reduction or withdrawal from the Agreement without prior use of the right referred to in sec. 2 above,
  - e. it clearly follows from a statement by the Service Provider or from circumstances that the Service Provider will not bring the Service into compliance with the Agreement within a reasonable time or without undue inconvenience to the User.

In the case of a statement requesting a price reduction as referred to above, the reduced price must remain proportionate to the price specified in the Agreement. The User may not withdraw from the Agreement if the non-compliance of the Service with the Agreement is minor.

3. The User is obliged to cooperate with the Service Provider, to a reasonable extent and using the least burdensome technical means, in order to determine whether the non-compliance of the Service with the Agreement in a timely manner results from the characteristics of the User's digital environment.
4. The right to withdraw from the Agreement does not apply if the User consents to the commencement of the provision of Services before the expiry of the 14-day period and is informed of the loss of this right.

## **§13. Final provisions**

1. The Services are not intended for persons under 18 years of age. Where, under applicable law, the consent of a parent or legal guardian is required, the User bears

sole responsibility for ensuring that such consent has been properly obtained and documented prior to commencing use of the Platform or Planner, or prior to providing any Personal Data.

2. The Account User is required to accept updated content, and failure to do so shall result in the Account's functionality being limited to read-only access and data downloading, which, if not remedied within a reasonable period, will result in the deletion of the Account.
3. The Terms of Use may be amended (in the event of changes in law, security rules, or the introduction of new functionalities). In the event that the User does not accept the amended Terms of Use, the Service Provider shall notify the User of the changes within a reasonable period prior to their entry into force. The User shall have 14 days to terminate the Agreement. Failure to raise an objection within this period shall be deemed acceptance of the new version of the Terms of Use.
4. The provisions concerning amendments to the Terms of Use shall apply accordingly to amendments to the Price List, unless the Agreement provides otherwise.
5. The Terms of Use are available at: [hopsa.io](https://hopsa.io). and shall apply from 22.01.2026.