

## General terms and conditions for the use of the Bookio reservation system services and consent to the provision of personal data ("GTC")

### Definition of terms

**The provider** is Creative Web, s.r.o., Mlynavičova 10, 851 03 Bratislava, Business ID: 36 830 178 VAT: VAT ID: SK2022447669, registered in the Commercial Register of the District Court of Bratislava I, Section Sro, Insert No. 47803/B.

**Website/Site** is the website [www.bookio.sk](http://www.bookio.sk) / [www.bookio.com](http://www.bookio.com) operated by the Provider.

**User** is the Operator who offers or sells the specific Services / Rentals / Courses offered on the Site.

**Performance** means the goods or services provided by the User to the Client and listed in the Offer on the Site.

**Reservation** is an electronic entry in the reservation system confirming the Client's time-limited right against the User for the User to provide the User with the Performance

**Reservation with Payment** is a confirmation of the Client's time-limited right against the User to have the User provide the User with the Performance, whereby the Reservation with Payment may be evidenced to the User in electronic form. The Client pays the Price of the Performance already when reserving the Offer.

**Reservation with Advance Payment** is a confirmation of the Client's time-limited right against the User to have the User provide the User with the Performance, whereby the Reservation with Advance Payment may be evidenced to the User in electronic form. The Client pays part of the Performance Price when reserving the Offer.

**Client** is a natural person or legal entity who orders and reserves or purchases and reserves the Offering on the Site, or, based on a Reservation with payment, claims the Performance with the User.

**Price of Reservation with payment** is the price of the paid reservation including the amount of VAT for which it is sold in the Offer on the Site.

**Offer** is an offer / set of offers to Reserve specific dates or Sell reservations for specific Performance dates published on the Site.

**Payment Processing Fee** is the amount of remuneration due to the Provider for Reservations with payment that have been purchased and paid for by Clients.

**Reservation Advance Processing Fee** is the amount of remuneration due to the Provider for Reservations with advance payment that have been purchased and paid for by Clients.

**Gift Voucher Fee** is the amount of remuneration due to the Provider for the Online Sale of Gift Vouchers that have been purchased and paid for by Clients.

### I. Subject-Matter of the Contract

1.1. The reservation system operates as an electronic reservation book with the possibility of prepayment for reservations, by means of which the User's client reserves the User's service (Offer) using an online form. The reservation form can be accessed on the website of the parties, the User's mobile application, the User's Facebook page, the Provider's partner portals, etc. The reservation system is accessible from multiple devices and platforms simultaneously (tablet, PC, etc.).

1.2. Once the User's client fills in the online reservation form and the Reservation is confirmed in the Reservation System, the Provider sends an email to the User's client confirming the reservation. At the same time, this reservation will be displayed in the User's Reservation System.

1.3. The User has the option to use reservation with Prepayment ("Reservation with Payment"), i.e. requesting payment in advance for the Reservation from the Customer. A Reservation with Payment is a confirmation of the Client's time-limited right against the User for the User to provide the User with the performance. Cancellation conditions towards the User's clients are determined by the User in the administrative interface of the Reservation System. Any refund of the amount paid to the User's client via the Reservation System is only possible until

such amount of money is marked as "for payment to the User" in the Reservation System.

1.4. The User has the option to use the Reservation with Advance Payment option ("Reservation with Advance Payment"), i.e. requesting a part of the advance payment for the reservation from the customer. A Reservation with Advance Payment is a confirmation of the Client's time-limited right against the User for the User to provide the User with the performance. Cancellation conditions towards the User's clients are determined by the User in the administrative interface of the Reservation System. Any refund of the amount paid to the User's client via the Reservation System is only possible until the amount is marked as "for payment to the User" in the Reservation System.

1.5. The Parties agree that in case of sale of Gift Voucher to the User's client, the User agrees to pay the Provider the Gift Voucher Fee in the amount specified in the Contract, namely on the value of the Gift Voucher including VAT, which was purchased and paid by the User's client. VAT will be charged on the remuneration according to the previous sentence in accordance with the applicable legislation. The Provider shall claim remuneration under this clause of the Contract on an ongoing monthly basis for all sales of Gift Vouchers made. The Parties agree that the Provider shall pay the User for the price of the Gift Voucher received from the User's client by the 20th day of the following calendar month at the latest.

1.6. The User has the option of sending an SMS reminder about the Reservation to the guest. The SMS reminder service is operated on the basis of a credit system. SMS credit can be purchased in the administrative interface of the Reservation System. After payment of the SMS credit in the administrative interface, an invoice will be sent to the User's email address entered in the administrative interface within seven (7) working days. The User is informed in his user account about the credit status. If the credit balance is not sufficient to send the SMS confirmation, the SMS confirmation will not be sent. The Provider reserves the right to change the Price List for the SMS Reminder Service. If the User does not agree with the price list change, the SMS Reminder Service will be terminated and the User will be refunded by the Provider the value of the unused credit at the moment of receipt of the User's disagreement.

1.7 The Provider undertakes to ensure the proper functioning of the Reservation System, to help with the setup of the reservation form and its linking to the User's website and Facebook, to provide support and assistance to the User.

1.8. The User undertakes to use the Reservation System in accordance with the Provider's instructions and in accordance with the provisions herein. The User assigns a responsible person or determines the list of provided services, list of employees, opening hours, etc. in order to set up the system correctly. The User undertakes to pay the price to the Provider duly and on time according to this Contract in the manner and under the terms and conditions set forth herein; to inform the Provider immediately in writing (e.g. by e-mail) or by telephone of all changes and other circumstances affecting the performance of the User's obligations under this Contract. The User is not entitled to use trademarks, unregistered signs of the Provider or related to the Reservation System, identical or similar domain names used by the Provider or the Reservation System, etc. contrary to the interests of the Provider and otherwise than as provided for herein. The User acknowledges that it does not acquire any rights to the Provider's intellectual property by this Contract. The User is entitled to use the Reservation System only for the purpose provided by this Contract.

1.9. The Provider may also provide the Reservation System service through third parties. In particular, the Provider is entitled to provide its contractual partners with the possibility to mediate the actual Reservation through the Reservation form / widget of the Reservation System located on the contractual partner's website or applications, or other appropriate ways to provide Reservations to the User's device through third parties. The Provider is not responsible for system malfunctions caused by third parties.

The Provider undertakes to ensure the functionality of the Reservation System and to solve any technical problems related to the operation of the Reservation System without delay. The Provider is not responsible for system malfunctions caused by third parties. The User undertakes to bear any technical downtime of the Reservation System of a maximum duration of two (2) hours / a single downtime of the Reservation System, while in this regard the User shall not be entitled to any compensation for damages / lost profits against the Provider.

## **II. Reservation with payment / with advance payment**

- 2.1. The Provider undertakes to provide the User with a technical solution for the sale of Reservations with payment / Reservations with advance payment including the collection of payment, making and sending the Confirmation of the paid reservation / advance payment to the Client's e-mail.
- 2.2. Further details of the Performance Contracts will be set out in the presentation on the Site.
- 2.3. The Offer is active upon its publication on the Site. The duration of the Offer, i.e. the possibility to purchase a Reservation, is determined by Contract between the User (Seller) and the Operator and neither the Seller nor the Controller commits to any minimum duration of the Offer.
- 2.4. An individual Offer becomes binding for the User at the moment of its publication on the Site. The User publishes, updates and modifies the Offer in its own user interface on the Site. The User also directly determines and enables in their own user interface which Offer will contain a Reservation with payment and which will contain a Reservation with advance payment.
- 2.5. The Parties agree that payment operations for the purpose of payment of the Reservation Price with payment or part thereof shall be carried out between the Client and the User through the Provider by payment of the Reservation Price with payment or part thereof by advance payment to the account, established by the Provider for this purpose and by subsequent transferring the payment of the Reservation Price with payment or the advance payment price to the User's account (specified in the Contract) less the Reservation Processing Fee or the Reservation Advance Processing Fee no later than on the 20th day of the calendar month following the month in which the Reservation Performance was made. The Provider and the User agree that the User may be sent periodic advances for all payments of the Reservation Price with payment (less the Reservation Processing Fee for which the Performance has been made) as well as advances for all payments of advances (less the Reservation Processing Fee for which the Performance has been made) at weekly intervals or other intervals as individually agreed upon. In order to receive payment of Reservation Prices with payment and advances, the User grants the Provider a power of attorney, on the basis of which the Provider is authorized to receive payment of Reservation Prices with payment and advances from the Clients, sold through the Website. This power of attorney is granted by the User for the term of this Contract.
- 2.6. Order Reservation with advance payment. Reservations with advance payment and its subsequent purchase are made only through the Site, in the steps, methods and sequence set out therein. For payment methods: VUB internet banking, TatraPay, SporoPay, ordinary payment card or credit card (Cardpay) will send a confirmation of the reservation to the Buyer's account and e-mail within 1 hour. For the immediate sending of the confirmation of the paid Reservation, the Buyer is obliged to properly complete the order in the bank only after returning to the bookio.sk website. Only then the Operator's system will receive information about the payment and send the Buyer a confirmation of the reservation. In the event that the Buyer fails to pay the price for the Reservation with payment or the price of the deposit within the time limit according to these GTC, the Order and the right to purchase without further claim shall be terminated.
- 2.7. Tax receipts in relation to a Reservation with payment in advance as a purchase of the Service shall be issued by the User as their seller. Both the Buyer and the User acknowledge that the Controller is not a seller or provider of the Performance.
- 2.8. Upon receipt of payment pursuant to clause 2.6 of this article herein, a confirmation email will be sent to the Client confirming the Reservation of the Offer. The User will be informed about the Reservation with payment or advance payment in the user interface: [www.bookio.com](http://www.bookio.com).
- 2.9. The User, as the supplier of the Performance, is responsible for:
- a) the quality and scope of the Performance,
  - b) providing the Performance,
  - c) the fulfilment of the Buyer's rights under the Reservation with payment / with advance payment,
  - d) the truthfulness and completeness of the Offer and
  - e) the performance of all rights of the Buyer under applicable law, both in connection with the purchase of the Reservation with payment and in connection with the provision of the Performance.
- 2.10. The Controller is not liable for the matters referred to in Clause 2.9 herein, which the Client acknowledges. The Controller is only responsible for the proper and timely delivery of the Reservation confirmation in the manner set out in these GTC.

### **III. Price and Payment Terms**

- 3.1. The Parties agree that the price of the reservation system is based on the package selected according to the applicable price list and on the fulfilment of the conditions for the application of the Discounted Package Price. The User subscribes to a recurring delivery of the Service in the form of a Subscription for a period of 1, 3, 6 or 12 months.
- 3.2. The price of the services of the Bookio Reservation System ("Service Price") is set out in the signed contract according to the selected version ("Version"), in accordance with the Provider's price list published on [bookio.com](http://bookio.com) ("Price List").
- 3.3. The amount of the remuneration from the Reservation with payment belonging to the Provider ("Payment Processing Fee") is established between the Parties in the signed contract for the reservations purchased and paid by the Clients through the reservation system [www.bookio.com](http://www.bookio.com). VAT will be charged on the Payment Processing Fee in accordance with applicable law. The Provider shall claim and invoice the Fee on a monthly basis for all completed Reservation Performances with payment. The User agrees that the Provider shall issue and send invoices in electronic form to the User on a monthly basis.
- 3.4. The amount of the remuneration from the Reservation with Advance Payment due to the Provider ("Reservation Advance Processing Fee") is set between the Parties in the signed Contract for reservations that have been purchased and partially paid in advance by the Clients through the reservation system [www.bookio.com](http://www.bookio.com). VAT will be charged on the Reservation Advance Processing Fee in accordance with applicable law. The Provider shall claim and invoice the Fee on a monthly basis for all completed Reservation Performances with payment. The User agrees that the Provider shall issue and send invoices in electronic form to the User on a monthly basis.
- 3.5. Tax documents (invoices) will be issued repeatedly throughout the term of the Contract. The period of the first Subscription and the first billing period shall commence on the date of signing of this Contract by both Parties. The User agrees that tax documents shall be issued and delivered electronically to the User's e-mail address specified in the header of the Contract or notified by the User in writing. Invoices shall be paid by the User in cash to the Provider's bank account indicated on the invoice. All prices are exclusive of VAT.
- 3.6. The due date for payment of invoices is 14 days from the date of issue of the invoice, unless otherwise agreed in writing. In the event that the User shall be in default of any payment under this Contract for more than 10 days, the Provider shall be entitled to suspend performance under this Contract.
- 3.7. The Parties agree to set off the claims, namely the Provider's claim in respect of A) Commission and B) payment of invoices against the Applicant's claim in respect of the entitlement to the surrender of the Reservation Prices with payment of the Advance Payment Prices.
- 3.8. The User can switch between different Versions if meeting the conditions of a given Version. They can do so by calling the phone number listed on the Provider's website or by emailing [info@bookio.com](mailto:info@bookio.com). The transfer requires the consent of the Provider and is made by a genuine amendment to the Contract. When switching from the more expensive Paid Version to the cheaper Paid Version, this change will be made from the start of the new subscription period.
- 3.9. The Provider is entitled to change the Price List at any time from time to time. The change in the Price List does not affect the existing agreed price until the Contract is terminated in accordance with these GTC or until the agreed service is changed or a new version of these GTC is validly agreed.

#### **IV. Privacy Policy**

- 4.1 The Parties agree to use the following definitions for the purposes of the Contract, which shall have the meanings set out in this Article:
- "Personal data" means data relating to an identified or identifiable natural person, such person being one who can be identified, directly or indirectly, in particular by reference to a generally applicable identifier or to one or more characteristics or attributes which constitute his or her physical, physiological, mental, psychological, economic, cultural or social identity within the meaning of Law No. 18/2018 Z.z. on the Protection of Personal Data and on Amendments and Additions to Certain Acts ("Personal Data Protection Act"). For the purposes of this Contract, Personal Data means in particular: name, surname, title, date of birth, birth number, place of residence (permanent residence, temporary residence), email address, telephone number.
- "Data Subject" means any natural person to whom Personal Data relates.
- "Operator" means the User as a person within the meaning of Section 4 (2)(b) of the Personal Data Protection Act, which processes the Personal Data of the Data Subjects in accordance with the Personal Data Protection

Act and other relevant generally binding legal regulations.

"Processor" means the Provider as a person within the meaning of Section 4(2)(d) of the Personal Data Protection Act who processes the Personal Data of the Data Subjects on behalf of the User as the Operator, to the extent and under the terms and conditions agreed with the User as the Operator in this Contract and in accordance with the Personal Data Protection Act and other relevant generally binding legal regulations.

4.2 In connection with the conclusion of the Contract, the Customer, as the Controller (hereinafter for the purposes of this Article also referred to as "Controller"), authorizes Bookio, as the processor (hereinafter for the purposes of this Article also referred to as "Processor"), to process the Personal Data on behalf of the Provider, for the purposes and by the means specified by the Provider, in accordance with the Providers documented instructions in this Contract, the GDPR, and other legal regulations. The Controller declares that in selecting the Processor, it has acted in accordance with the GDPR and the Act, taking care to ensure that the Processor provides sufficient guarantees to take technical and organizational measures so that the processing of Personal Data complies with the requirements under the GDPR and the Act.

4.3 The Provider as a Processor undertakes to process the Personal Data of the Data Subjects (guests) exclusively in accordance with the relevant provisions of the contract, the Personal Data Protection Act and other relevant generally binding legal regulations.

4.4 The User, as the Controller, authorizes the Provider, as the Processor, to process the Personal Data of the Data Subjects (guests) on behalf of the User, to the extent of:

- a) name and surname of the Concerned Person (client) who makes the service reservation.
- b) telephone contact of the Concerned Person (client),
- c) e-mail contact of the Concerned Person (client),
- d) names, surnames, telephone and e-mail contacts of other device Data Subjects who are participants in the reservation
- e) reservation note, which may contain additional personal data of the Data Subjects for the purposes of the proper exercise of all rights and obligations under this Contract.

4.5 The Provider as a Processor processes the Personal Data of the Data Subjects (guests) for the User in its information system called Bookio.

4.6 Personal data of Data Subjects (guests) within the scope of Art. 6.4. of these GTC are processed in the Bookio information system for the following purpose: Bookio. serves the device Data Subjects (guests) as an electronic reservation system, or electronic reservation book, by means of which a given guest reserves a service at a given device, i.e. with a given User using an online form. If the Guest makes a reservation with the User, the Provider shall provide the User with information about the reservation made by the Guest.

4.7 The Parties agree that the Provider, as the Processor, shall process the Personal Data of the Data Subjects for the purposes under this Contract for the User to the extent of the processing operations that are necessary for the fulfilment of the purpose of their processing under this Contract.

4.8 [PROCESSING PERIOD] The Provider is authorized to process the Personal Data on the effective date of this Contract and for the entire duration of this Contract pursuant to Art. III. of the Contracts.

4.9 [AUTHORITY, PURPOSE AND MEANS OF PROCESSING] The Controller/User authorizes the Provider as a Processor to process personal data for it for the purpose of making a reservation in the electronic reservation system Bookio, by means of which a given guest reserves a service in a given device, i.e. with the same User using an online form. If the Guest makes a reservation with the User other than through the online form, the Provider will provide the User with information about the reservation, in the form of e-mail and SMS through the electronic reservation system.

4.9.1 The Provider is entitled to process the personal data of the data subjects through automated and non-automated means of processing.

4.9.2 The Provider is authorized to perform the following operations with personal data: collect, record, organize, rework or change, search, disclose, provide, access, browse, rearrange, combine, move, use, store, block, destroy, transfer across borders, disclose.

4.10 [TYPE OF PERSONAL DATA AND CATEGORIES OF PERSONS CONCERNED] The Provider processes personal data of the following categories of data subjects:

- a) employees, contractors, temporary workers and other persons of the User,
- b) authorized persons, owners, suppliers, subscribers, customers, intermediaries and other persons related to GDPR.

4.10.1 The Provider processes only the following type of Personal Data:

- a) Personal data about employees, including: name, surname, email, phone number

b) Personal customer data, including: name, surname, email, phone number, reservation note

4.10.2 The Provider is also entitled to process other personal data of the Data Subjects to the extent that they are included in the documents provided by the Data Subject or the User, insofar as their processing is necessary in relation to the purpose for which they are processed under this Contract.

4.10.3 The User expressly undertakes not to provide specific and sensitive data about data subjects in the Application from the perspective of the GDPR.

4.10.4 The Provider undertakes to process only personal data that is adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed.

4.11 [DUTIES OF THE CONTROLLER AND THE PROCESSOR] The User is obliged to comply with all obligations arising from the GDPR and the Act towards the data subjects, in particular the obligations arising from Chapter III, IV of the GDPR, as well as for the fulfilment of all information obligations towards the data subjects and for obtaining possible consents, and bears full responsibility for the orderliness of their fulfilment.

4.11.1 In particular, the Provider is obliged to:

a) process Personal Data only on the basis of written instructions of the User, even if the transfer of Personal Data to a third country or an international organization is involved, except for a transfer based on a special regulation or an international treaty by which the Slovak Republic is bound; the Provider is obliged to notify the User of such a transfer before processing Personal Data, unless a special regulation or an international treaty by which the Slovak Republic is bound prohibits such a notification for reasons of public interest,

b) maintain confidentiality of all facts and information of which it has become aware in the performance of this Contract and the processing of Personal Data, which obligation shall survive the termination of this Contract.

c) ensure that the persons authorized to process Personal Data undertake to maintain the confidentiality of the information of which they have become aware, unless they are bound by an obligation of confidentiality under a specific law,

d) take the measures provided for in Art. 32 GDPR and Section 39 of the Act, in particular:

- The User and the Provider are obliged to take appropriate technical and organizational measures, taking into account the state of the art, the cost of implementing the measures, the nature, scope, context and purpose of the processing of personal data and the risks of varying likelihood and severity to the rights of natural persons, to ensure a level of security appropriate to that risk, which may include, in particular:

- o pseudonymization and encryption of personal data,

- o ensuring the continued confidentiality, integrity, availability and resilience of personal data processing systems,

- o process for restoring the availability of and access to personal data in the event of a physical or technical incident,

- o process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures to ensure the security of the processing of personal data;

- in assessing the appropriate level of security, take into account the risks posed by the processing of personal data, in particular the accidental destruction or unlawful destruction, loss, alteration or unauthorized disclosure of, or unauthorized access to, personal data transmitted, personal data stored or otherwise processed,

- the User and the Provider are obliged to ensure that the natural person acting on behalf of the User or the Provider, who has access to personal data, processes such data only on the basis of the User's instructions or pursuant to a special regulation or an international treaty to which the Slovak Republic is bound.

e) to the greatest extent possible, provide assistance to the User with appropriate technical and organizational measures in fulfilling its obligation to take action upon the request of the data subject in the exercise of the rights of data subjects under the GDPR and the Act,

f) to provide assistance to the User in ensuring compliance with the obligations under Sections 39 to 43 of the Act, taking into account the nature of the processing of personal data and the information available to the Provider,

g) to delete the Personal Data or return the Personal Data to the User upon termination of this Contract and delete existing copies containing the Personal Data, unless a specific regulation or international treaty to which the Slovak Republic is bound requires the retention of such Personal Data,

h) to provide the User with the information necessary to demonstrate compliance with the



obligations under this clause of the Contract and to provide assistance in and contribute to any privacy audit and inspection by the User or an auditor appointed by the User,

i) The Provider is obliged to inform the User without undue delay if it considers that the User's instruction violates this Act, a special regulation or an international treaty to which the Slovak Republic is bound concerning the protection of personal data,

4.11.2 The Provider shall be liable for damages caused by the processing of Personal Data if it culpably breaches its obligations under this Contract.

4.11.3 The User hereby grants the Provider as Processor general written consent to authorize another processor to process Personal Data.

4.11.4. The Provider as a Processor is obliged to inform the User in advance about the assignment of another intermediary by sending a notification via e-mail to the email specified in the header of this Contract or via the Application. If the User does not notify the Provider of its disagreement within 15 days from the date of receipt of the information about the involvement of the new Processor, the User agrees.

4.11.5 If the Processor engages another processor to carry out specific processing activities on behalf of the User, the Processor shall impose on the other processor in the contract or other legal transaction the same obligations relating to the protection of Personal Data as are set out in this Contract or in any other legal transaction between the User and the Provider, in particular the provision of sufficient guarantees for the adoption of appropriate technical and organizational measures so that the processing of Personal Data complies with the requirements of this Contract, the GDPR and the Act. The Provider is responsible to the User.

## **V. Duration of the Contract**

5.1. [Duration of the contract] This contract is concluded for an indefinite period of time. The Contract shall enter into force and effect on the date of signature by both Parties. The Contract may be terminated by notice, withdrawal or agreement of the Parties.

5.2. [Termination of contract] The Parties are entitled to terminate the Contract. Termination of the Contract must be given in writing (registered mail/email) to the other Party. The notice period is agreed by the Parties as the period from the receipt of the notice in accordance with the preceding sentence until the last day of the current Subscription Period.

5.3. [Withdrawal] The Provider shall be entitled to withdraw from this Contract with immediate effect i) if the User is in default of payment of any obligation under this Contract for more than 10 days, ii) if the User breaches any of the obligations set out in Art. 1.7., 2.9., of these GTC, iii) in the event of a material breach of contractual obligations by the User, or iv) in the event that any other obligation under this Contract is breached by the User and this is not remedied even within a reasonable replacement period provided by the Provider for this purpose. In the event of withdrawal from this Agreement by the Provider, the User is not entitled to a refund of the price paid for the Subscription or its aliquot part.

## **VI. Final Provisions**

6.1. The Provider undertakes to work with the personal data of the Client and its guests in accordance with the Personal Data Protection Act No. 18/2018 Z. z. as amended.

6.2. The contract is governed by the Commercial Code No. 513/1991 Zb. as amended.

6.3. This Contract shall be valid and effective on the date of its signing by both Parties. Signing also means scanning and subsequent delivery to the other Party by e-mail, whereby the other Party also signs and sends the scan to the first Party. The Contract may only be amended by written amendments signed by both Parties.

6.4. The Provider is entitled to transfer (assign) the rights and obligations under this Contract (part or the whole contract) to a third party without the User's consent.

6.5. The User acknowledges that individual functionalities may not be available in all modules of the reservation system (e.g. SMS or advance payments). The technical design of the functionalities may differ in the Restaurant Module from the Services Module or the Accommodation Module, but does not affect the functioning between the Provider and the User under these GTC and the Contract.

These GTC shall enter into force and effect on 30 May 2022