

## **Business Terms and Conditions of www.Bookiopro.com (System for Selling Gift Vouchers) and Consent to Provide Personal Data**

Company: Bookio. s.r.o., Seat: Panónska cesta 7, 851 04 Bratislava, CRN: 56 284 411, TAX ID: 2122274814, VAT ID: SK 2122274814, registered in Business Register of the District Court Bratislava III, Section: Sro, Insert No. 179072/B, is an Operator of the Website www.Bookiopro.com, where Buyer buys a Gift Voucher.

The Operator operates the Website www.bookiopro.com and enables the Seller to sell Gift Vouchers via this Website. The Operator has concluded contractual relation with a particular Seller under precisely defined conditions for the sale of Gift Vouchers, in which the Seller accepts the sale of Gift Vouchers via this Website. The Seller has undertaken to accept the Gift Vouchers submitted by the Buyers. Payment transactions for the purpose of payment of the price of the Gift Voucher are carried out between the Buyer and the Seller via the Operator, who is authorized to do so under the contract concluded with the Seller.

### **Article I Definitions**

Unless otherwise stated in the Offer or in the Gift Voucher, the following notions and abbreviations marked with a capital letter are defined as follows:

1. **Operator** is the company Bookio. s.r.o., Panónska cesta 7, 851 04 Bratislava, CRN: 56 284 411, TAX ID: 2122274814, VAT ID: SK 2122274814, registered in Business Register of the District Court Bratislava III, Section: Sro, Insert No. 179072/B. The Operator enables the Seller to sell the Gift Voucher to Buyer via the Website;
2. **Website** is www.bookiopro.com;
3. **Buyer** is a natural or legal person, who orders and buys the Gift Voucher via Website;
4. **Seller** is Red Velvet Cakes s. r. o., Mäsiarska 430/8, 04001 Košice, 2121219881, 53024265
5. **Offer** is an offer/set of offers for sale of Gift Vouchers published on the Website;
6. **Gift Voucher** is a confirmation about the time-limited right of the Buyer against the Seller to be provided with an Object of Performance by the Seller. Purchase of the Gift Voucher can be proved to the Seller in an electronic form;
7. **Object of Performance** is a goods or a service provided by the Seller to the Buyer and specified in the Offer and in the Gift Voucher;
8. **Account** is a Buyer's account set up on the Website after registration of the Buyer;
9. **BTC** are these Business Terms and Conditions.

### **Article II Order and Purchase of the Gift Voucher**

1. The Seller publishes the Offers for Gift Vouchers on the Website. They can be ordered and purchased by the Buyer.
2. The Offer of the Gift Voucher is active after its publishing on the Website. Duration of the Offer, i.e. possibility of buying the Gift Voucher, is set by agreement between the Seller and the Operator. The Seller and the Operator do not undertake to any minimal duration of the Offer.
3. Every Buyer can order any number of the Gift Vouchers, unless otherwise determined in the particular Offer. When providing with the Object of Performance by the Seller, only one Gift Voucher will be allowed to be used (e.g. when visiting a restaurant, it is not possible to use more than one Gift Voucher for the payment of one bill), unless otherwise specified by the Seller. Gift Vouchers can be used only once, unless otherwise specified by the Seller.
4. The order and the subsequent purchase of the Gift Voucher are implemented only via the Website, where the steps, ways and sequence are set. When paying with an ordinary payment cards or credit card (Cardpay), the Gift Voucher will be sent to Buyer's Account and e-mail address within 1 hour. **The Buyer is obliged to finish the order properly in a bank and then return back to the Website (bookiopro.com) to get the Gift Voucher sent immediately.** Only then

the Operator's system receives the information about the payment and sends the Gift Voucher to the Buyer.

5. By the moment of filling a registration form in, the Buyer orders the purchase of the Gift Voucher (hereinafter referred to as the "Order") and:

- a) The order of purchase of the Gift Voucher becomes binding after payment of the price for the Gift Voucher by the Buyer in accordance with the procedure laid down on the Website. Until the price is paid, the Buyer has no right to get the Gift Voucher.
- b) The Buyer agrees with the provisions of the BTC effective at the time of Order, as well as with the conditions of the Offer;

6. The Operator is authorized by the Seller to receive the price for the Gift Voucher.

7. When the price for the Gift Voucher is credited to the Operator's account, the purchase of the Gift Voucher is implemented.

8. Tax documents related to the purchase of the Gift Voucher are issued by the Seller as their seller. The Buyer takes into account that the Operator is not the seller or provider of the Object of Performance or of the Gift Voucher.

9. If the Buyer purchasing the Gift Voucher is a taxable person, i.e. they are purchasing the Gift Voucher for business purposes, they are entitled to get a tax document from the Seller. The Buyer is obliged to notify the Seller right after purchasing the Gift Voucher by sending an email to the Seller's email address provided in the Offer. The Buyer enters their invoice data (trade name, CRN, TAX ID, VAT ID, place of business), a number of the Gift Voucher and date of payment of the Gift Voucher in the notification within the meaning of the preceding sentence. If the Buyer - entrepreneur does not notify the Seller of the fact within the meaning of the first sentence, The Buyer can request the Seller to issue the tax document at the moment of utilization of the Gift Voucher. The Seller has no legal obligation to issue the tax documents – pursuant to Act No. 222/2004 Coll. on Value Added Tax – to natural persons (non-entrepreneurs).

10. The Operator is not responsible for any damages caused to the Buyer due to incorrect e-mail address entered by the Buyer.

11. Obligations arising from the purchase of the Gift Voucher are considered fulfilled by provision of the Object of Performance to the Buyer by the Seller. It is not contingent on whether the Buyer used the Gift Voucher or not during the period of its validity.

12. Legal consequences resulting from the purchase of a Gift Voucher cease to exist upon delivery of an order to initiate enforcement procedure against Seller or an order authorizing the enforcement through garnishment of Seller's claim against the Operator is delivered to the Operator, while the Operator has not yet paid the price of the Gift Voucher or its part to the Seller.

### **Article III**

#### **Rights and Obligations**

1. The Operator sends the Gift Voucher to the Buyer's e-mail address, which was provided in the registration form, no later than 48 hours from crediting of the price for the Gift Voucher to the Operator's bank account. The Gift Voucher is considered delivered by sending of the Gift Voucher to the Buyer's e-mail address, which was provided in the registration form.

2. The Gift Voucher (in a printed or electronic form) is an eligible evidence of rights arising from the Gift Voucher.

3. The Buyer agrees that the Operator provides the Seller with the list of Gift Vouchers for the purpose of carrying out a check of the Gift Voucher submitted to the Seller by the Buyer.

4. The Buyer is entitled to use the Gift Voucher only under the conditions laid down in particular Offer, in the Gift Voucher or in the instructions that were sent to the Buyer together with the Gift Voucher. Validity period of the Gift Voucher is always stated directly on the Gift Voucher.

5. If the Offer or the Gift Voucher establishes the need to make the Seller and the Buyer to agree on a date for provision

of the Object of Performance (e.g. date and time of reservation in a restaurant), the Buyer will agree on a date of use of the Gift Voucher in a way laid down in the Offer or the Gift Voucher (via telephone, reservation form, etc.).

6. After expiration of validity period of the Gift Voucher, the Buyer shall lose entitlement to be provided with the right arising from the Gift Voucher and entitlement to a refund of the price paid for the Gift Voucher.

#### **Article IV**

##### **Responsibilities of the Operator and the Seller**

1. The Seller as a supplier of the Gift Voucher and as a supplier of the Object of Performance is responsible for:

- a) the quality and the extent of the Object of the Performance,
- b) the delivery of the Object of the Performance,
- c) the fulfilment of the Buyer's rights related to the Gift Voucher,
- d) the truthfulness and completeness of the Offer and
- e) the fulfilment of all Buyer's rights resulting for the Buyer from the legal provisions in force in connection with the purchase of the Gift Voucher and providing with the Object of the Performance.

2. The Operator is not responsible for the matters stated in point 1 of this Article and this is taken into account by the Buyer. The Operator is responsible only for the proper and timely delivery of the Gift Voucher in a way that is specified in these BTC.

3. The Operator and the Seller are not responsible for loss, theft, damage or destruction of the Gift Voucher and they are not obliged to provide the Buyer with a replacement Gift Voucher.

#### **Article V**

##### **Conditions for Complaints**

1. If the Buyer does not receive the Gift Voucher within a period stated in these BTC, or if the Gift Voucher contains conditions that were not stated in the Offer, or if the Gift Voucher has other defects, the Buyer may complain about the defects. The Buyer is obliged to complain about the defects in writing (by e-mail): info@bookiopro.com. The period for filing a complaint is 48 hours from the delivery of the Gift Voucher. If the Gift Voucher is not delivered, the period for filing a complaint is 3 working days from the expiry of the period of delivery of the Gift Voucher. If the Buyer does not file a complaint within these periods and within the meaning of preceding sentences, their right to complain about the defects lapses.

2. The Operator is obliged to remedy the defects according to the point 1. within 3 working days from delivery of the complaint. If the defect is not remedied within the given period, the Buyer is entitled to withdraw from the purchase.

#### **Article VI**

##### **Termination of the Order or Purchase of the Gift Voucher**

1. If the Buyer does not pay the price for the Gift Voucher within the period stated in these BTC, the Order of the Gift Voucher is terminated and the right to purchase the Gift Voucher lapses.

2. The Operator is entitled to withdraw the Offer from the Website, if they ascertain that the information or data mentioned in the Offer are inaccurate, incomplete or incorrect or if the Offer has other imperfections due to which it cannot be offered. If the purchase of Gift Voucher related to this kind of Offer is carried out, it is cancelled and the Buyer takes into account and agrees that in this case the price for the Gift Voucher is refunded by the Seller (Buyer is obliged to accept this refund from the Seller), or by the Operator. The Buyer is entitled to demand the return of the paid sum for the Gift Voucher only from the Seller. The price for the Gift Voucher will be refunded to the Buyer's account used for the original purchase within 14 days from the withdrawal of Offer from the Website.

#### **Article VII**

##### **Personal Data Protection and Consent to the Processing of Personal Data**

1. The Buyer provides the Seller and the Operator with the personal data freely and voluntarily, pursuant to Act No 122/2013 Coll. on protection of personal data and on changing and amending of other acts, as amended (hereinafter referred to as the "Act on Protection of Personal Data"). The Seller is entitled to process the personal data of the Buyer to

the following extent: name and surname, e-mail, telephone number, for the purpose of the provision of services of Bookioopro.com electronic system, especially for the purpose of the sale of the Gift Vouchers and for marketing and promotional purposes of the Seller and the Operator. If some of the provided personal data are not necessary for achieving the purpose of processing, the Buyer declares that they were warned about this fact and they also agree with the processing of such data.

2. The Buyer takes into account, that the Operator as an intermediary pursuant to provisions of Section 4, paragraph 2, letter d) of Act on Protection of Personal Data processes the personal data of the Buyer as the person concerned on behalf of the Seller for the purpose stated in point 1. of this Article.

3. The Buyer agrees to receive information and news related to the Operator's or Seller's services from the Operator and the Seller.

4. The consent of the Buyer according to point 1. and 3. of this Article is valid until it is withdrawn by the Buyer. The consent may be revoked in writing or by e-mail.

5. The provision of information to the person concerned (Buyer) pursuant to the Act on Protection of Personal Data: The person concerned (i.e. every natural person, whose personal data are processed by the operator of information system pursuant to Act on Protection of Personal Data) is entitled to request in writing form the confirmation from the operator of whether or not the respective personal data are processed; information in generally comprehensible form on processing of respective personal data in information system in the scope of Section 15, paragraph 1, letter a) to e), second to sixth point of the Act on Protection of Personal Data; accurate information in generally comprehensible form on source, from which the respective personal data for processing were received; list of the respective personal data in generally comprehensible form, which are subject to processing; correction or liquidation of inaccurate, incomplete or outdated respective personal data, which are subject to processing; liquidation of respective personal data, which purpose for the processing has ended; if the subject to processing are official documents containing personal data, respective person may request their return; liquidation of respective personal data, which are subject to processing, if there has been a violation of the Act on Protection of Personal Data; blocking of respective personal data due to the withdrawal of agreement before the expiry of its validity period, if the operator processes the personal data on the basis of the consent of the person concerned. The person concerned has upon written request also the right to object against: processing of their personal data, in respect of which they expect that they are or would be processed for the purposes of direct marketing without their consent and to request for their liquidation; use of name, surname, title and address for the purposes of direct marketing in the mail correspondence; use of name, surname, title and address for the purposes of direct marketing. The person concerned has upon written request or personally, if the matter is urgent, the right to object at any time by the operator against the processing of personal data in cases pursuant to Section 10 paragraph 3 letter a), e), f) or g) of the Act on Protection of Personal Data by stating the legitimate reasons or by submitting evidence of infringement of rights and legitimate interests, which are or may be damaged in particular case by such processing of the personal data. The person concerned has upon written request or personally, if the matter is urgent, also the right to object at any time by the operator and not to obey decision, which would have legal effects or significant impact, if such decision is made solely on the basis of automatic processing of respective personal data. If the person concerned suspects that its personal data are processed without authorization, he/she can submit a proposal to initiate the proceeding on protection of personal data to the Office of Personal Data Protection. If the person concerned does not have legal capacity in full, its rights may be exercised by a legal representative. If the person concerned is deceased, its rights arising under the Act on Protection of Personal Data may be exercised by a close person. The person concerned is not obliged to provide the operator with their personal data and they are entitled to withdraw their consent to processing of personal data any time. The Operator may not force the consent of the person concerned or make it conditional with a threat of rejecting the contractual relation, service, goods or duty laid down by law. The Operator processes the personal data manually and/or by means of computer technology through authorized persons. The processing of personal data shall mean any operation or set of operations which is performed upon personal data such as obtaining, collection, spreading, recording, organization, adaptation or alteration, retrieval, consultation, alignment, combination, transfer, use, storage, blocking, destruction, transmission, provision, making available or making public. The Operator and the Seller are entitled to process personal data in any of the ways mentioned above, but they are obliged to protect the personal data from misuse or damage in accordance with Act on Protection of Personal Data.

## **Article VIII**

## **Common and Final Provisions**

1. The Operator publishes the BTC on the Website.
2. The contractual relations between the Operator and the Buyer, which are not regulated by these BTC, are provided for by the law of the Slovak Republic.
3. The contractual relations between the Buyer and the Seller, which are not regulated by these BTC, are provided for by the law of the Slovak Republic, especially by the Act No 40/1964 Coll. Civil Code, as amended, by the Act No 513/1991 Coll. Civil Code, as amended, by the Act No 102/2014 Coll. (on the protection of consumers in the sale of goods or in the provision of services based on a distance or off-premises contract and amending certain other acts), as amended.
4. These BTC shall enter into force on 01.01.2025