

# General Terms and Conditions of the Reservation System BookioPro and Consent to Personal Data Processing

## I. Opening Clause

1.1. A restaurant, where a guest (hereinafter the "user") reserves a place, is the user of online electronic reservation system "BookioPro" for restaurants (hereinafter "reservation system" or "BookioPro"), thanks to which the user can reserve a place in the restaurant.

1.2. Reservation system is operated by the company Creative Web, s.r.o., registered in the Commercial Register at the District Court Bratislava 1, section Sro, file no. 47803/B, with the offices on Mlynarovičova 10, 851 03 Bratislava, IČO: 36830178 (hereinafter "provider").

1.3. The user reserves a place in the restaurant via an online form of reservation system accessible on the website of the restaurant, via the site of the provider, via mobile app of the provider, via Facebook page of the restaurant, via partner portals of the providers, etc. The reservation system is accessible from multiple devices and platforms at the same time (tablet, PC, etc.)

## II. Operation of Reservation System

2.1. The user first fills in relevant data in the reservation form of the reservation system, i.e.: fills in the date, time, number of people and the likely duration of the visit.

2.2. If there is a free table at a given time, for a given number of people, reservation system displays another window (form), in which the user enters required data, i.e. name and surname, telephone number, email address, note. If there is no free table for the user at the given time, for a given number of people, the reservation system offers the user the next four available times (eventually the user enters different time).

2.3. Once the user fills out the reservation form and confirms the booking by clicking "**Book**", the reservation is regarded as binding for the user. Subsequently the reservation system sends the user an informative email with confirmation of the reservation. By the moment of clicking on "**Book**", these General Terms and Conditions of use of this reservation system will become mandatory for the user.

2.4. The user acknowledges that the restaurant is entitled to modify or cancel a reservation at any time, in which case the user will be notified by email about this change / cancellation and the user will receive an email with contact information of the restaurant.

2.5. The user acknowledges that the provider has an interest in providing high quality service - reservation system for all users of the reservation system and for all restaurants. For this purpose, the user is required to cancel the reservation no later than 30 minutes prior to the time of reservation. Otherwise, the provider reserves the right of application Art. 3.4 of General Terms and Conditions.

## III. The Range of Services Provided by the Provider

3.1. The provider gives the possibility through the reservation system to arrange a reservation at the place and restaurant chosen by the user.

3.2. The provider is responsible for ensuring that the reservation made in the reservation system will be in the system and the concerning restaurant will have the opportunity to learn about this reservation immediately.

3.3. The user acknowledges that the provider is not responsible for:

- the booking being carried out by the restaurant, i.e.: providing the necessary space and subsequently providing services, for which the very restaurant is responsible.
- the functionality of the data network of the user and the restaurant, the functionality of public data network, functionality of hardware devices of the user, software condition of the user, nor for interventions of third parties to the software of the user.
- failure to provide service of the reservation system, in cases of power failure, failure data network, or any other failure caused by third parties or force majeure.

3.4. The user acknowledges that the provider is entitled to prevent the reservation being made through the

reservation system to a user who previously substantially broke the General Terms and Conditions during a use of this reservation system. As a fundamental breach is also considered a missed booking and its cancellation.

#### **IV. Terms of Providing the Reservation System by the Provider**

4.1. In the case of an interruption in the services provided by the reservation system caused by the user, the user is obliged to pay the provider costs of this interruption.

4.2. The provider may provide the reservation system service via third persons.

#### **V. Conditions for Using the Reservation System Service by the User**

5.1. When booking the user is obliged to state all information correctly and truthfully. The data entered by the user in the reservation form is therefore for the purposes of these General Terms and Conditions considered to be correct, true and complete.

5.2. The user is not authorized to use within the reservation system mechanisms, tools, software or procedures that have or could have a negative impact on the operation of the reservation system, the security of the Internet or other internet users.

5.3. The user is obliged to avoid all activities leading to none or limited operation of provider's server on which the reservation system service is operating, or to avoid attacks on the server and the user must not be involved in such activities carried out by a third party or use third parties for this purpose. The user must not overload the provider's server, on which the reservation system is operating, by automated requests.

#### **VI. Other Rights and Obligations of Parties**

6.1. The user acknowledges that the texts, photographs, graphic works, computer programs and other elements that are part of the content of the reservation system or available within the reservation service can be individually and / or collectively (hereinafter collectively referred to as "copyright works") protected by copyright. Databases accessible through the reservation system are further protected by a special law of the founder database. If not otherwise agreed with the provider in writing, copyright works can be only lawfully used in the extent and manner prescribed by applicable law. In particular, the user is not allowed to use the copyright works in the form of reproduction (copies) to achieve direct or indirect economic or commercial advantage and use in the form of spreading, lending, issuing and dissemination work to the public (including disclosure to the public via the Internet), or in the form of unauthorized use of database.

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

7.1. The user provides a restaurant as the operator of personal data freely and voluntarily according to the law no. 122/2013 Coll. on Personal Data Protection and on amendments to certain laws and its renewals (hereinafter "The Act on Personal Data Protection"). In this case, the Operator is: MAC-Gastro spol. s.r.o., Dulovo nám. 1, 821 08 Bratislava, VAT: 2020516839, Reg.no: 31320589 (hereinafter the "Restaurant"). The restaurant is entitled to process personal user data to the extent: name and surname, email address, phone number, for the purpose of use of BookioPro, reservation system, especially for the purpose of making the reservation in the restaurant, for marketing and advertising purposes of the restaurants and providers. If any personal data given are not necessary to achieve the purpose of processing, the user declares that he or she was notified and agrees to process such data.

7.2. The user agrees that his personal data in terms of: name, email and phone number, will be provided and made available by the provider to the restaurant, in which the user reserves a place, as well as for marketing and advertising purposes of the provider and the restaurant. The provider informed the user that without his consent to provide personal information according to the previous sentence, it is impossible to make a reservation at the restaurant.

7.3. The user agrees to the cross-border transfer of personal data to a third country, even in the case where a third country does not ensure an adequate level of data protection.

7.4. The user consents to information and news sent from the provider and the restaurant, related to the service of the provider or the restaurant to the address of the user.

7.5. The consent of the user according to 7.1.,7.2.,7.3. and 7.4. of these General Terms and Conditions apply until the user withdraws consent. Consent may be revoked in writing or by email.

7.6. Edification of the person concerned (the user) under the Law on Personal Data Protection: The person (i.e.: any natural person whose personal data are processed by the operator-provider of the information system according to the Law on Personal Data Protection) has the right, upon written request to ask for a confirmation of whether or not his or her personal data are being processed; in a generally comprehensible form, information on processing the personal data in information systems according to § 15. 1 point a) to e), second to sixth article of the Law on the Personal Data Protection; in a generally comprehensible form, precise information about the source from which the personal data processed was gained; in a generally comprehensible form, a list of his or her personal data, which are subject to processing; its correction or destruction of incorrect, incomplete or outdated personal data which are subject to processing; destruction of his or her personal data for which the purpose of processing is finished; if official documents containing personal data are subject to processing, the user may ask for its return; destruction of personal data subject to processing in case of violation of the Law on the Personal Data Protection; blocking his or her personal data due to the withdrawal of consent before the expiry of the period of validity, if the operator (provider) processes personal data with the consent of the person concerned. Person concerned has the right to oppose in writing to the operator (provider) concerning: the processing of personal data which are presumed to be or will be processed for direct marketing purposes without his or her consent and ask for their destruction; use of the name, surname, titles and addresses for direct marketing purposes in the postal traffic; providing name, surname, title and addresses for direct marketing purposes. Person concerned has the right to: object to the processing of his or her personal data without the consent, to the operator (provider) in writing or personally, if the matter is urgent, even if the agreement within the meaning of § 10 paragraph 3 point. a), e), f) and g) of the Law on Personal Data Protection is not required, by stating the legitimate reasons or by submitting evidence of infringement of his or her rights and legally protected interests that are or may be in a particular case damaged by processing of personal data; object and refuse to submit to the decision of the operator (provider) in writing or personally, if the matter is urgent, which would have for him or her legal effect or significant impact if a decision is issued solely on the basis of automatic processing of his personal data; submit a proposal to the Office for Personal Data Protection for a preliminary ruling on privacy of personal data, under a suspicion of personal data are being processed without authorization. If the person concerned does not have full legal competence, his or her rights may be applied by a legal representative. If the person concerned is deceased, the rights granted by Law on Personal Data Protection, family member may apply the rights. Since the person concerned is not obliged to provide the operator (provider) with his or her personal data, he or she is entitled to revoke his or her agreement to personal data processing at any time. The operator (provider) must not enforce the consent of the person concerned and threat with a conditional rejecting of the contractual relation, service, goods or any obligation given by law. The operator (provider) will process personal data manually and / or by means of technology, through authorized persons. Processing of personal data means the conduct of any operation or set of operations with personal data, including gathering, collection, dissemination, recording, organization, adaptation or alteration, retrieval, consultation, alignment, combination, transfer, use, storage, blocking, disposal, their cross-border transfer, provision, access or disclosure. The operator and provider are authorized to process personal data in any of the above methods, however, they are obliged to protect this data from misuse or damage in accordance with the law on privacy data.

## **VIII. The Claim Procedure - Return Policy**

8.1. In case of any defects of the reservation system service, i.e.: particularly in situations in which the reservation was made without the knowledge of the restaurant about it, or in case of not delivered confirmation mail (article 2.3 of General Terms and Conditions) and similar, the user is entitled to inform about this faults via e-mail: info@bookiopro.com. Defects have to be reported within three days after finding, latest within 48 hours from the time of setting the reservation.

8.2. Provider shall settle the claim within the statutory time limits, the user will be informed via email, to the address included in the complaint or in the reservation system.

## **IX. Final Regulations**

9.1. User and provider explicitly agreed that the legal relations are governed by the law of the Slovak Republic. Legal relations between the user and the service provider are under the jurisdiction of Slovak courts.

9.2. Unless agreed otherwise, any correspondence in connection with these General Terms and Conditions, the contract, the service or the functioning of the reservation system service must be delivered in writing by email,

personally or by registered mail (according to the decision of the sender). In the case of email delivery, the messages will be delivered to the email address indicated in the reservation form.

9.3. In the case of email delivery, the message is received at the moment of its arrival on the server of incoming mail. In the case of personal or post delivery the message is received at the moment of acceptance and / or also refusal of acceptance the consignment (or the person authorized to accept it).

9.4. The parties have agreed, that in the case of international relations, this relationship is governed by the Slovak law.

9.5. In the case that any regulation of these General Terms and Conditions becomes invalid, ineffective or impracticable, a regulation that is in the meaning the closest to the invalid regulation shall be used instead. This shall not affect the validity, effectiveness and feasibility of the remaining regulations or General Terms and Conditions as a whole.

9.6. Contact information of the provider: Creative Web, s.r.o., registered in the Commercial Register of the District Court Bratislava 1, section Sro, file no. 47803 / B, with the offices on Mlynarovičova 10, 851 03 Bratislava, ID: 36830178, email: **info@bookiopro.com**.

Bratislava

These general terms and conditions are valid and effective from 25.05.2018