**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 personal data to the device as a controller ("Controller") freely and voluntarily, in accordance with Regulation No 2016/679 of the European Parliament and of the Council of the EU on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) ("the Regulation") and Act No.18/2018 Z.z. on the protection of personal data and on amending and supplementing certain acts, as amended ("Personal Data Protection Act"). The device is entitled to process the user's personal data in the following scope: name and surname, e-mail, telephone number, note and other data provided in the form, which the device as the Controller deems necessary for the purpose of using the services of the Bookio electronic reservation system, but in particular for the purpose of making a reservation in the device, or for marketing purposes if the user gives the device consent to such processing.

7.2. The device obtains and processes personal data of users who have given their consent to the processing of personal data provided in the reservation form for marketing and advertising purposes of the device (sending advertising messages, informing about news and discounts, consumer contests, etc.) according to the conditions of personal data protection specified by the device. The provider shall keep a record of the consents granted in the reservation system. Withdrawal of the user's consent is only registered in the reservation system if the withdrawal of consent is made by the user via the reservation system.

CONSENT TO THE SHARING OF USERS' PERSONAL DATA FOR MARKETING PURPOSES pursuant to Art. 6 1(a) of the Regulation

As a data subject, I agree to the processing of my personal data by the device, including: name and surname,

e-mail, telephone number, note and other data provided in the form for marketing and advertising purposes of the device (sending advertising messages, informing about news and discounts, consumer contests, etc.) for the period specified in the terms and conditions of the device's privacy policy.

I also declare that I am aware that I am under no obligation to provide this consent to the device and that I have the right to withdraw this consent at any time. Withdrawal of consent shall not affect the lawfulness of processing based on consent prior to its withdrawal. If I withdraw this consent, the device must stop processing my personal data thus provided without undue delay, unless it has another legal basis for its subsequent processing. I shall not be at risk of any detriment in connection with the failure to provide or withdrawal of this consent.

I also declare that I have been informed of my rights and other information as a data subject within the meaning of Articles 12, 13 and 14 GDPR in conjunction with Articles 15 to 22 GDPR.

INFORMATION ON THE RIGHTS OF DATA SUBJECTS AND OTHER FACTS

- The device will also provide the personal data provided to other recipients that it necessarily needs to provide its services, in particular to the provider, IT service providers, marketing agencies, legal representatives and other cooperating organizations.
- The personal data provided will not be disclosed to a country outside the EEC or to an international organization.
- You have the right of access to the personal data provided, which can best be exercised by written or electronic request through the contact details of the device.
- You have the right to request the rectification or restriction of the processing of the personal data provided, in particular if you believe that it is being processed incorrectly.
- You have the right to request that the personal data you have provided be transferred to another controller, or you may request such a transfer directly from the device or provider.
- You have the right to request the deletion of your personal data that you have provided to the device.

Your rights may be limited by relevant EU or Member State legislation. Your personal data is not and will not be used in the context of automated individual decision-making.

You can also protect your rights by submitting a complaint to the Office for Personal Data Protection of the Slovak Republic. For more information, visit www.uoou.sk.
Requests to exercise your rights should be sent from the email address you have provided in the reservation form or in any other relevant way you normally communicate with us so that we can identify you without doubt.

7.3. The User acknowledges that the Provider as a processor within the meaning of Art. 28 of the Regulation and/or Section 34 of the Personal Data Protection Act ("Processor" for the purposes of this Article), processes the personal data of the User as a data subject on behalf of the device for the purpose specified by the device, in particular the purpose specified in Section 7.1 of these GTC and in the Privacy Policy of the device.

7.4. The User agrees to receive information and news from the device related to the services of the device to the User's address under the terms of these GTC and the Privacy Policy of the device.

7.5. Informing the data subject (user) of his/her rights in the processing of personal data

- right of access - you can ask the controller (the establishment) for access to your personal data; the controller will also provide a copy of the personal data processed.
- right to rectification - you can ask the controller to rectify inaccurate or incomplete personal data.
- right to erasure - you can ask the controller to erase your personal data if one of the following situations occurs:
    - personal data are no longer necessary for the purposes for which they were collected or otherwise processed;
    - personal data have been unlawfully processed;
    - personal data must be erased in order to comply with a legal obligation under Union or Member State law to which the controller is subject.
- right to restrict processing - you can ask the controller to restrict the processing of your personal data if any of the following situations occur:
    - you have denied the accuracy of the personal data for the period necessary to allow the controller to

verify the accuracy of the personal data;
    - processing of your personal data is unlawful, but you refuse the erasure of this data and instead request a restriction on its use;
    - controller no longer needs the personal data for the purposes of the processing, but you require them for the establishment, exercise or defence of legal claims;
    - you have objected to the processing of your personal data pursuant to Art. 21 (1) of the GDPR until it is verified that the legitimate grounds of the controller outweigh your legitimate grounds.
- right to data portability - where the processing of personal data is based on your consent or is necessary for the performance of a contract to which you are a party and is carried out by automated means of processing, you have the right to obtain the personal data relating to you which you have provided to the controller in a structured, commonly used and machine-readable format, provided that this right shall not adversely affect the rights and freedoms of others.
- right to withdraw consent - if the processing of your personal data is based on consent, you have the right to withdraw your consent to the processing of your personal data for the purpose for which you have given your consent at any time.
- right to object - you may object at any time to the processing of your personal data by the controller for the purposes of direct marketing carried out on the basis of the controller's legitimate interest and whenever we process your personal data on the basis of legitimate interest or public interest, including profiling.
- right to lodge a complaint - you have the right to lodge a complaint with the supervisory authority, which is the Office for Personal Data Protection of the Slovak Republic, Hraničná 12, 820 07 Bratislava 27, www.uoou.sk.

7.6. The data subject may exercise his or her rights orally, in writing or electronically, via the contact details of the controller (the establishment). You will be informed without undue delay of the action taken on your request, at the latest within one month of receipt of your request. The controller may request the provision of additional information necessary to confirm the identity of the data subject where the controller has reasonable doubt as to the identity of the natural person who has exercised his or her rights by means of a data subject right request. It is the responsibility of the controller to prevent the disclosure of personal data to an unauthorized person. In this case, the time limit for processing your application will only start once your identity has been verified. In the event that this period needs to be extended in justified cases, you will be informed in due time. Where a request to exercise the rights of the data subject would be manifestly unfounded or disproportionate, in particular due to its repetitive nature, we may refuse to process your request or charge you a reasonable fee taking into account the administrative costs of processing it.

7.7. The establishment using the reservation system, as controller, authorizes Bookio as processor to process personal data on behalf of the controller, for the purposes and by the means specified by the controller, in accordance with the documented instructions of the controller in the data protection contract pursuant to Art. 28 of the Regulation, the Regulation and other legislation.

7.8. The controller declares that, when selecting the processor, it has complied with the Regulation and the Personal Data Protection Act, taking care to ensure that the processor provides sufficient guarantees for the adoption of technical and organizational measures so that the processing of personal data complies with the requirements under the Regulation and the Personal Data Protection Act.

7.9. The processor is entitled to process the personal data of data subjects by automated and non-automated means of processing.

7.10. The processor is authorized to perform the following operations with personal data: obtain, collect, record, organize, process or alter, retrieve, disclose, provide, access, review, rearrange, combine, move, use, store, block, dispose of, transfer across borders.

7.11. The controller processes only the personal data of the users on behalf of the operator, in the scope of name, surname, email, telephone number, reservation note, and other personal data specified by the operator in the form.

7.12. The controller is obliged to comply with all obligations arising from the Regulation and the Personal Data Protection Act, in particular it is responsible for fulfilling all information obligations towards data subjects and obtaining any consent and bears full responsibility for compliance and fulfillment thereof.

7.13. The processor is obliged in particular: - process personal data only on the basis of written instructions from

the controller, even if the personal data are transferred to a third country or an international organization, except on the basis of a special regulation or an international treaty to which the Slovak Republic is bound; in the case of such a transfer, the processor is obliged to notify the controller of this requirement before processing the personal data, unless a special regulation or an international treaty to which the Slovak Republic is bound prohibits such notification for reasons of public interest, - to maintain confidentiality of all facts and information of which he has become aware in the performance of the contract and the processing of personal data, and this obligation shall continue after the termination of this contract. - to 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 a duty of confidentiality under a special law, - to take the measures provided for in Art. 32 of the Regulation and Section 39 of the Data Protection Act, in particular: - the controller and the processor are obliged to take appropriate technical and organizational measures, having regard to 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, the following: pseudonymization and encryption of personal data, ensuring the continued confidentiality, integrity, availability and resilience of personal data processing systems, a process for restoring the availability of, and access to, personal data in the event of a physical or technical incident, a process for regularly testing, assessing and evaluating the effectiveness of the technical and organizational measures to ensure the security of the processing of personal data; - in assessing the appropriate level of security, taking 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 controller and the processor shall ensure that the natural person acting on behalf of the controller or processor who has access to the personal data processes the personal data only on the basis of instructions from the controller or pursuant to a specific regulation or international treaty to which the Slovak Republic is bound. - to comply with the conditions for the involvement of an additional processor under the terms of the contract for the processing of personal data, - to cooperate with the controller as far as possible by appropriate technical and organizational measures in fulfilling its obligation to take action at the request of the data subject in the exercise of the rights of data subjects under the Regulation and the Personal Data Protection Act, - provide assistance to the controller in ensuring compliance with the obligations to ensure the security of processing, taking into account the nature of the processing of personal data and the information available to the processor, - erase personal data or return personal data to the controller upon termination of the personal data processing contract and erase existing copies, which contain personal data, unless a special regulation or an international treaty to which the Slovak Republic is bound requires the retention of such personal data, - provide the controller with the information necessary to demonstrate compliance with the obligations and provide assistance in the context of a personal data protection audit and control by the controller or an auditor, the processor is obliged to inform the controller without undue delay if it considers that the controller's instructions violate a law, a special regulation or an international treaty to which the Slovak Republic is bound relating to the protection of personal data.

7.14. The processor is liable for damage caused by the processing of personal data if it culpably breaches its obligations under these GTC and the data protection Contract with the controller.

7.15. The controller hereby grants the processor general written consent to entrust another processor with the processing of personal data.

7.16. Information about cookies used in the reservation system

| TYPE | NAME | PURPOSE | EXPIRATION | RECIPIENTS |
|---|---|---|---|---|
| Google Analytics | _ga / _gid / _gat | Analysing website traffic / usage | Google default | GA - Marketing and Bookio Development |
| Local Storage | bookio-services.widget-customer | Pre-filling the reservation form | Without expiration | Only the user of the web browser has access |

**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