

# **General Terms and Conditions of Use of the Traildeer Platform by Those Who Want to Offer Their Services**

(hereinafter referred to as the "Terms")

## **1 Definitions**

1.1 In these Terms, the meanings of the terms used herein are provided hereunder:

### **Advertisement**

An advertisement published by the Guide on the Traildeer platform containing a specification of the specific services of the Guide, namely (a) information about the Guide, in particular whether or not it is a licensed instructor or trainer, (b) information on the scope of the services provided and their further specification as (ba) minimum and maximum number of Cyclists who can take part in the trip, (bb) date of the trip, (bc) length (in km), expected duration of the trip itself and the total time required to complete the trip, technical complexity of the trip, data on ascents and descents, (bd) price per person, (be) approximate route of the trip determined at least by the place of departure and destination of the trip and possibly also any planned stops, the start and expected end of the trip, (bf) special offer of additional services (e.g. possibility to borrow protective equipment or make a record of the Cyclist from the trip), if offered by the Guide, (bg) requirements for the Cyclist's riding ability, physical fitness and condition and the necessary equipment (especially the type of bicycle) and (c) any other requirements that the Guide sets out in relation to the Cyclists (such as obtaining accident insurance cover), or such other information as the Guide considers important.

### **Cyclist**

A natural person who is interested in taking part in a cycle trip, during which they will be accompanied by a Guide.

### **Traildeer platform**

The platform available on the website which is part of the Operator's website available at [www.traildeer.com](http://www.traildeer.com) and serves to (a) publish the service offer by the Guides, (b) provide binding ordering of services by the Cyclists and (c) establish Accompanying Agreement between the Cyclists and Guides and for the provision of related services.

### **Interface**

has the meaning given in section 3.8.

### **Operator**

means Traildeer j. s. a., with its registered office at Baštová 3148/1, 080 01 Prešov, Slovak Republic, Company registration number: 53 133 179, established under the laws of the Slovak Republic and registered in the Commercial Register of the Prešov District Court, Section: Sja, File number: 19 / P, which operates the Traildeer platform.

### **Guide**

a person (other than the Operator) offering the services outlined in point 4.1 of these Conditions and specified in the Advertisement through the Traildeer platform.

### **Platform Use Agreement**

The agreement concluded between the Cyclist and Operator, the subject of which is the use of the Traildeer platform; these Terms are also part of the duly concluded Platform Use Agreement.

## **Accompanying Agreement**

The agreement between the Cyclist and Guide concluded through the Traildeer platform, the subject of which is the provision of services outlined in point 4.1 of these Terms and Conditions and specified in more detail in the Advertisement.

1.2 Unless otherwise stated in these Terms, the terms set forth in the Terms in the singular include plural forms and vice versa.

## **2 Introductory provisions**

2.1 These Terms and Conditions regulate the rights and obligations of the contracting parties to the Agreement on the use of the platform and other relations between the Operator and the Guide.

2.2 Any Guide wishing to offer their services through the Traildeer platform must be thoroughly familiar with these Terms before registering on that platform.

## **3 Scope of services provided by the Operator, the conclusion of the Platform Use Agreement and the requirements for the Guide**

3.1 Through the Traildeer platform, the Operator allows the Guide to publish Advertisements, connect the Cyclists' request and Guides' offer by allowing the Cyclist to order the service published in the Advertisement and enter into an Accompanying Agreement by means of long-distance communication. The Operator also mediates the execution of payments for the ordered services and provides some other related services (for example, they make refunds of payments in the cases specified in these Conditions).

3.2 If the Guide is interested in offering their services to Cyclists via the Traildeer platform, they are obliged to register on the Traildeer platform and create their own access to the interface intended for guides, while following the instructions available on the Traildeer platform and in these Conditions.

3.3 Registration for the Traildeer platform is free of charge, but the Guide acknowledges and agrees that the Operator is entitled to a commission for the provision of a specific service under the conditions set out below, which the Guide undertakes to pay. The amount of the commission will be notified to the Guide at the latest when creating a specific Advertisement and entering the price for the cycle trip; the Guide undertakes to maintain the confidentiality of contractual arrangements relating to commissions that are not published on the Traildeer platform.

3.4 If the Guide wishes to register on the Traildeer platform, they are obliged to properly and truthfully fill in and send all the mandatory data in the online registration form. As part of the registration form, the Operator may require the Guide to provide a statement that the Guide is aware of the fact that the Operator is not liable in any way for any damage caused to the Cyclist in connection with the Provider's services.

3.5 A confirmation of the successful submission of the registration form will be delivered to the Guide to their email address together with a request for the verification of their identity. The Guide acknowledges and agrees that the Operator is entitled to contact the Guide in order to verify their identity as well as other facts, in order to assess whether the Guide will provide the services offered properly.

3.6 Part of the registration process is the expression of the Guide's consent to these Conditions. The Guide will agree to these Terms by clicking the appropriate "Submit" box in the online registration form. These Conditions become part of the Platform Use Agreement at the time of its conclusion, i.e. completion of the registration, and from this moment the Guide and the Operator are bound by them.

3.7 The Operator is not obliged to enter into an Platform Use Agreement with the Guide, especially if it is not possible to verify the identity of the Guide by electronic means or otherwise, or if the Guide does not meet the requirements set by the Operator for Guides. The contract on the use of the platform between the Operator and the Guide is concluded only upon delivery of a confirmation to the Guide about successful registration by the Operator to their email address.

3.8 When concluding the Platform Use Agreement, the Guide will have access to the interface intended for Guides (hereinafter referred to as the "Interface"), which is used to create and publish Advertisements, overview of services ordered by Cyclists, overview of concluded and/or fulfilled Accompanying Agreements, billing trips and commissions to which the operator became entitled, etc.

#### **Who can become a Guide (requirements that the Guide must meet)**

3.9 The Guide is entitled to register on the Traildeer platform only in their own name and only if at the time of registration they are fully competent to perform legal acts.

3.10 On the Traildeer platform, professional trainers, instructors or persons offering their services as part of their leisure activities can offer their services as Guides. The Operator is entitled to request information from the Guide during registration on the Traildeer platform or at any later time about (a) education, (b) the right to guide other persons in the performance of sports on the basis of diplomas, certificates or licences and the validity of these documents or (c) personal and/or the professional experience of the Guide. The Guide is obliged to provide the Operator only with complete, true, correct and up-to-date information. The Guide acknowledges that this information will be part of the Advertisement or may otherwise be published on the Traildeer platform. The Operator is entitled (but not obliged) to verify and control the information provided, with which the Guide expressly agrees. If the Operator learns that this information is false, they shall immediately remove the Guide from the Traildeer platform and, at its discretion, is entitled to block access to the Interface and restrict or prevent further service offerings through the Traildeer platform.

3.11 The Guide is obliged at their own expense (a), to ascertain whether any permits are required under the relevant legislation to fulfil the obligations that arise in connection with the offer and provision of services under these Conditions (including the performance of the Accompanying Agreement); authorisations (trade licence, concession deed), licences, consents, approvals or certificates issued by the relevant state and/or self-government bodies or other administrative acts (hereinafter referred to collectively as the "Permits"), and (b) to obtain and maintain Permits. In no event shall the Operator be liable for the Guide performing any activity in violation of applicable law or any Permit.

3.12 The Guide is obliged to immediately update its mandatory data provided to the Operator during registration in the framework of access to the interface or in another suitable manner and to notify the Operator of any facts that could affect the proper performance of the Platform Use Agreement.

### **4 Offer of a Guide's services and conclusion of the Accompanying Agreement**

#### **Offer of a Guide's services**

4.1 The Guide undertakes to offer, through the Traildeer platform, exclusively the services of accompanying Cyclists on mountain or road bicycle rides, which include in particular the selection of interesting terrain suitable for cycling, a description of the terrain or route and the provision of tips and tricks to Cyclists to improve their riding experience. In addition to the basic service according to the previous sentence, Cyclists may also be offered additional services such as the rental of protective equipment (e.g. helmets or protectors), either as part of the basic service, i. e. they will be automatically included in the basic service, or as "optional" services that the Cyclist may accept at their own choice. Ancillary services must always be closely linked to the provision of the basic service

and cannot be provided separately. The provision of the basic service may not be conditioned by ordering an additional service if it is offered as "optional" by the Guide within the Advertisement.

4.2 The specific offer of (basic and additional) services must always be part of the Advertisement published by the Guide on the Traildeer platform.

4.3 The Operator reserves the right, if necessary, to limit the number of Advertisements published on the Traildeer platform by one Guide.

4.4 When creating an offer of its services via the Traildeer platform, the Guide is obliged to (a) provide complete, correct and up-to-date information about the service in each Advertisement, (b) fill in all the required data in the relevant form available on the Traildeer platform and publish any other information that the Guide considers important in connection with the provision of the service, in particular a description of the risks associated with the use of the service, and (c) provide or publish to the Cyclist or Operator any additional information on the Traildeer platform if the Operator so requests.

4.5 The Guide is solely responsible for determining the price of the services (including the price of all additional services) it provides, including that the price in the Advertisement will be stated including value added tax and all other taxes applicable and payable by the Cyclist. If the additional service is provided as "optional" and is not automatically included in the basic service, the Guide is obliged to publish the price of this additional service separately in the Advertisement. The Operator is entitled to recommend to the Guide the prices at which it should offer services through the Traildeer platform, but such a recommendation is not binding for the Guide and they do not have to follow it.

4.6 The Guide is also responsible for selecting the place, route and date of the trip, in particular that the publication of the Advertisement and the trip will not violate any generally binding regulations, especially (but not exclusively) environmental regulations and that the trip will take place in locations accessible to the public. The Guide further undertakes to observe the principle of equal treatment in relation to all Cyclists when providing services under the Accompanying Agreement.

4.7 The Guide undertakes, on the basis of the Operator's request in the Advertisement, to complete any data required by the Operator. In the event that the Guide does not provide all of the data when creating the Advertisement or later required information, its Advertisement may not be published on the Traildeer platform, or an incomplete Advertisement may be removed by the Operator from the Traildeer platform at any time.

### **Conclusion of the Accompanying Agreement**

4.8 In the event that the Cyclist places an order for the services published in the Advertisement, such order is considered as a proposal to conclude an Accompanying Agreement. Notification of the execution of the order by the Cyclist will be delivered to the Guide in the email box of the Guide or will be available after logging in to the Interface. **The guide is obliged to accept or reject the order no later than 24 hours from the delivery of the service order notification;** if the Guide does not confirm the acceptance of the order within this period, it is considered that they have rejected the order and the Accompanying Agreement between them and the Cyclist will not be created. The Guide is entitled not to accept the order, but undertakes not to reject the order if the provision of services to the Cyclist is within their capabilities.

4.9 The Guide undertakes to continuously check their e-mail box and/or log in to the Interface in order to properly accept orders in accordance with Section 4.8 so that the deadline for accepting orders placed by the Cyclists does not expire.

4.10 Acceptance of the order by the Guide is considered as acceptance of the proposal to conclude the Accompanying Agreement. The Accompanying Agreement is concluded only upon delivery of the confirmation of receipt of the order by the Guide; confirmation from the Guide will be delivered to the

Cyclist's email address and its delivery will create a contractual relationship between the Guide and the Cyclist. The rights and obligations of the Cyclist and the Guide arising from or related to the Accompanying Agreement, which are not even defined in the Accompanying Agreement, are governed by the relevant legal regulations.

4.11 The Guide acknowledges and agrees that the Cyclist is entitled to order the services published in a specific Advertisement including for the benefit of third parties who are not registered as Cyclists on the Traildeer platform. Third parties will be entitled to claim the service under the Accompanying Agreement as soon as they agree to it. The Guide undertakes to provide the service to a third party on the basis of such consent, under the same conditions as to the Cyclist.

4.12 The Guide is obliged to provide the Cyclist with a service in accordance with the Advertisement published on the Traildeer platform; the relevant provisions of Article 5 of these Terms are not affected.

## **5 Changing and cancelling the service offer**

5.1 To the extent that such an option is made available to the Guide by the Operator, the Guide is entitled to set in the Advertisement the Cyclist's options to change or cancel the binding ordered service and the period within which the Cyclist is entitled to do so. By changing a binding order, it means a change in the date of the trip or the time of the trip, if the Guide also offers other dates and other times.

5.2 The Guide is entitled to change the date of the trip or time of the trip or cancel the offer of services, even after they have been ordered by the Cyclist, if (a) the trip cannot take place for serious reasons, the existence of which the Guide could not foresee and which occurred independently of the will of the Guide, in particular due to bad weather or injury to the Guide, or if (b) the minimum number of Cyclists listed in the Advertisement has not entered the trip.

5.3 In case of cancellation of the trip for the reasons stated in points 5.1 and 5.2, or if the Cyclist does not agree with the change of the trip date or time of the trip according to point 5.2, the Cyclist is entitled to a full refund of the reservation fee paid within the service order. The Guide is not entitled to the payment of the price of the service.

5.4 The Cyclist may also request a refund of the reservation fee, or a provision of a discount on the price of the service if the services provided did not objectively meet the specifications of services published in the Advertisement (especially if the trip did not take place at the place and time specified in the Advertisement or technical demands and the requirements for abilities and fitness of the Cyclist did not correspond to information in the Advertisement) For the avoidance of doubt, the Cyclist is not entitled to a refund of the reservation fee if the services did not correspond to their subjective idea of the trip, especially if the Cyclist incorrectly estimated their options and riding abilities. The Cyclist is obliged to deliver the request to the Operator, who will then acquaint the Guide with it. The Cyclist is obliged to state the reasons for a refund in the application for a refund of the reservation fee or a part of it, and in case of doubt, the Operator is obliged to prove these.

5.5 If the Cyclist becomes entitled to a refund of the reservation fee, the Operator shall ensure the return of the reservation fee to the Cyclist without undue delay after the Operator learns of the origin of the claim. If the Cyclist considers that they have the right to a refund of the reservation fee or a part of it according to point 5.4, the Cyclist is obliged to request a refund of the reservation fee immediately after learning of the reason for its return, but no later than 12 hours after the end of the cycle trip. In case of non-compliance with this deadline, the reservation fee may not be refunded to the Cyclist.

5.6 The Guide is not obliged to allow the Cyclist to participate in the trip, especially if (a) the Cyclist does not meet any of the requirements set for the Cyclists in the Advertisement, or if (b) the Guide finds that the Cyclist could endanger themselves, the Guide or other Cyclists in any way by completing the trip. In such case, the Cyclist is not entitled to a refund of the reservation fee, not even in part.

5.7 The Guide acknowledges and agrees that in the event that the Cyclist makes an order for services for the benefit of third parties, they are obliged to acquaint third parties with the conditions of providing the service. In the event that, in relation to services ordered for the benefit of third parties, the right to a refund of the reservation fee arises for any of the reasons stated in this article, the reservation fee will be refunded to the Cyclist on whose account the performance was to be provided.

5.8 The Guide is obliged to immediately inform the Operator about the cancellation or change of the Advertisement according to point 5.2, in the manner specified by the Operator. In the event that the reason for the cancellation of the trip is a circumstance of a temporary nature, the change of services takes precedence over the cancellation of their offer and the Guide is obliged to make reasonable efforts to first offer the Cyclist a cycle trip on a different date and time.

## **6 Remuneration for arranging services via the Traildeer platform**

6.1 The Guide acknowledges and agrees that the payment of the fee for the provision of the service under the Accompanying Agreement will be made through the Traildeer platform. The Guide undertakes not to agree with the Cyclist who has ordered the services published in the Advertisement via the Traildeer Platform other than through the Traildeer platform and will not request or accept any further payments from the Cyclist for the services ordered via the Traildeer platform.

6.2 The Guide hereby expressly authorises the Operator to receive payments from the Cyclists for the services ordered through the Traildeer platform and subsequently send the funds received under the conditions set out below and after deducting the Operator's commission in the appropriate amount to the Guide's account. At the same time, the Guide authorises the Operator to refund the deposited reservation fee in relation to the Cyclists in accordance with these Conditions. The Guide acknowledges that the Cyclist's obligation to pay the Guide the price of the services ordered by this article is not affected in any way and the Guide has no direct claim against the Operator to pay the Operator for the service if the Cyclist fails to fulfil this obligation.

6.3 The Guide undertakes to provide the Operator with a commission in the amount to be notified separately for the mediation of the conclusion of the Accompanying Agreement. The right to commission arises for the Operator at the moment of providing the service to the Cyclist.

6.4 In the event that the service ordered via the Traildeer platform is provided to the Cyclist properly and on time, the Operator will send funds to the Guide's account in the amount of the price of the provided service reduced by the amount of commission to which the Operator was entitled.

6.5 The Guide is solely responsible for the payment of any taxes and fees which they are obliged to pay in accordance with the relevant legal regulations.

6.6 The Guide acknowledges that payment and telecommunications service providers may charge the Guide additional fees for processing non-cash payments. The Guide bears these additional fees themselves and the Operator is not responsible for any costs incurred by the Cyclist in connection with the payment.

6.7 The Operator provides support in resolving problems related to making payments through the Traildeer platform, and the Guide may contact the Operator for this purpose by email or telephone via the contact details published on the Traildeer platform.

## **7 Traildeer Terms of Use**

### **Duties of the Guide**

7.1 The Guide generally undertakes to use the Traildeer platform solely for the purposes expressly set out in these Terms. The Guide confirms that they are familiar with the purposes for which the Traildeer platform is used as well as with the functionalities of the Traildeer platform and agrees with their status as of the date of registration for the Traildeer platform. The Guide further acknowledges and agrees that it uses the Traildeer platform on its own account and responsibility.

7.2 The Guide further undertakes to keep the access password chosen when registering on the Traildeer platform secret and not to allow third parties to become acquainted with the password. The Guide is liable to the Operator for the damage and bears any damage caused by the fact that its online account was used by an unauthorised third party using the Guide's password.

7.3 Under no circumstances is the Guide authorised to use the Traildeer platform to promote or offer its own activities other than the services defined in Section 4.1 and/or to publish any advertising of third party products or services.

7.4 The Guide must refrain from the use of the Traildeer platform which would be capable of damaging, overloading, decommissioning, malfunctioning or endangering the operation of the Traildeer platform or any part thereof.

7.5 The Guide undertakes not to publish or make available on the Traildeer platform any content or information that would (a) be in any way offensive, misleading, deceptive or in any unauthorised way affect the good name or reputation of the Operator or third parties or in any other way infringe on the rights of third parties, (b) be capable of causing any damage or other harm to the Operator or another user of the Traildeer platform, or which could (c) establish the Operator's liability for damage or other harm in relation to third parties.

7.6 Unless the Operator stipulates otherwise, the Guide is only entitled to publish on the Traildeer platform photos and/or videos from trips or related to the trips, while the Guide is responsible for ensuring that they are up-to-date and true. The Guide undertakes to exclusively publish photos, images or videos on the Traildeer platform,

7.6.1 on which third parties are only shown with their expressed consent; and

7.6.2 which they are entitled to use in this way themselves as the author or for the use of which they have obtained consent (licence) from the author for this purpose.

On request, the Guide is obliged to prove to the Operator the granting of such consent (licence) (especially by submitting the written consent of the person concerned).

To the extent that this does not contradict the agreement with the Cyclists, the Guide grants the Operator consent to the use of the work as a whole and its individual parts created by the Guide themselves and which includes images, video and audio recordings of the cycle trip on which they accompanied persons other than the Guide, in all ways in accordance with the legislation on copyright works for the purposes of marketing and advertising of services provided by the Operator. Consent to the use of the work (licence) according to the previous sentence is granted as non-exclusive, territorially and materially unlimited, for a period of 5 years and is granted free of charge.

7.7 To the extent that the Operator allows the Guide to publish a certain type of information, the Guide itself bears the damage, is liable to the Operator and third parties for the damage and is obliged to compensate the Operator for any damage caused by such disclosure on the Traildeer platform.

7.8 In the event that the Guide violates any of the obligations set out in this Article herein above, the Operator is entitled to immediately remove the illegal or inappropriate content published by the Guide from the Traildeer platform and, at its sole discretion, restrict or cancel Access to the Operator's services.

### **Operation of the Traildeer platform**

7.9 The Operator shall make reasonable efforts to ensure that the Traildeer platform and its individual functionalities are available to its users. However, the Guide acknowledges and agrees that it is not technically possible to ensure the continuous operation of the platform, and therefore that the Operator does not guarantee that the Traildeer platform and all its functionalities will be available to users at all times.

7.10 In connection with the operation of the Traildeer platform, the Operator is entitled at any time to (a) modify the content, appearance or structure of the platform; (b) add, remove or temporarily disable certain features of the Platform; (c) adjust the scope of information that is available through the platform or that is mandatory; (d) interrupt (if necessary without prior notice) the proper functioning of the Platform for the purpose of its maintenance or improvement; and/or (e) give the Guide such instructions as they consider reasonably necessary. The Guide also acknowledges that the Operator is entitled to terminate the operation of the Traildeer platform at its discretion.

### **8 Liability for damage**

8.1 The Guide acknowledges that the Operator is in no way a party to the Accompanying Agreement or a party to any other contractual relationship between the Guide and Cyclist. The Operator does not act as a representative of the Guide or the Cyclist, unless expressly stated otherwise in these Conditions (e.g., in relation to the acceptance of payment for the service). The Operator does not offer, provide or in any way ensure the provision of services consisting of accompanying persons on trips or related services or similar (for example, tourism services, insurance, etc.) in relation to the Cyclists.

8.2 The Operator shall be liable to the Guide exclusively for damage caused to the Guide in a causal connection with the breach of the Operator's obligations in the provision of services defined in point 3.1 of these Conditions.

If the Guide is a person who uses the Traildeer platform within the scope of their business activity or profession, the Operator shall be liable to the Guide exclusively for the damage caused by a culpable breach of their obligations.

8.3 The Guide acknowledges that the Operator is not responsible and in no way assumes liability for

8.3.1 any damage or other harm caused to the Cyclist or Guide in connection with the provision of the services defined in point 4.1 by the Guide, in particular is not liable for personal injury or property damage that the Cyclist or Guide may suffer during the trip;

8.3.2 the truthfulness, accuracy and timeliness of the information and data published by the Guide in the Advertisement, in particular, is not responsible for (a) the accuracy, completeness and correctness of the description of the service offered by the Guide and (b) the information published by the Guide

8.3.3 the quality of the services of the Guide; this is without prejudice to point 5.4;

8.3.4 the case where the Cyclist refuses to take the cycle trip due to a misjudgement of their own capabilities and abilities.



8.4 The Guide acknowledges that, in the event they cause damage or other harm through their own fault, they may be obliged to be responsible for the damage proportionately; if they cause the damage solely through their own fault, they bear it themselves.

8.5 If the Cyclist also orders services for the benefit of third parties, the provisions of this article apply equally in relation to these other persons.

## **9 Information on the processing of personal data**

9.1 The Operator processes the personal data of the Guide provided to the Operator in the registration form and data on the services provided by the Guide to the extent, for the purposes and on the legal basis, as set out below:

9.1.1 The operator processes on the basis of Article 6 para. 1. letter (b) Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals 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) (hereinafter referred to as the "**GDPR**") personal data of the Guide to the extent: first name and surname, email address, telephone number, city and country of residence, data on the services offered through the Traildeer platform, including the data concerning the concluded Accompanying and Performance Agreements provided under these agreements, and bank account details of the Guide, for the purpose of operating the Traildeer platform, i.e. mediation of services, fulfilment of other obligations related to the mediation of services (especially mediation of payment for services) and for other purposes compatible with these purposes (such as exercising the rights arising to the Operator from the Platform Use Agreement and related communication with the Guide); The Guide is obliged to provide the Operator with the following data: username, first name and surname, date of birth, email address; the provision of this personal data is a contractual requirement and if this data is not provided correctly and truthfully in the registration form, the Agreement on the use of the platform will not be created.

9.1.2 The operator further processes on the basis of Article 6 para. 1. letter f) of the GDPR the personal data of the Guide in the scope of profile photo, telephone number, answers to the questions asked in the registration form (for example, language skills, education and sports education as well as experience in the services offered, own skills and abilities in relation to the provided services) for the purposes of the legitimate interests pursued by the Operator, which are the verification of the identity of the Guide and the provision of a quality offer of services provided through the Traildeer platform.

9.2 The personal data of the Cyclist processed for the purpose of operating the Traildeer platform will be kept only for the duration of the contractual relationship between the Guide and the Operator and then subsequently deleted unless further processing is necessary to fulfil the legal obligation of the Operator or if there is another legitimate reason to keep them (such as the exercise of the legitimate claims of the Operator).

9.3 The Guide as a data subject has (i) the right to request confirmation from the Operator whether their personal data are processed, (ii) the right to correct any incorrect or incomplete personal data, (iii) the right to delete personal data if any of the reasons stated in the GDPR, in particular if personal data are no longer needed for the purpose for which they were obtained; (iv) the right to restrict the processing of personal data if any of the reasons set out in the GDPR are met; (v) the right to data portability, i.e. the right to obtain personal data concerning them and which they have provided to the Operator in a structured, commonly used and machine-readable format and has the right to transfer such data to another controller, (vi) the right to revoke their consent to personal data processing at any time; affect the lawfulness of consent-based processing prior to its revocation; and (vii) the right to complain to the competent supervisory authority; in the Slovak Republic, this body is the Office for Personal Data Protection of the Slovak Republic with its registered office at Hraničná 12, 820 07 Bratislava 27.

9.4 The Guide, as the person concerned, may contact the Operator in connection with the processing of personal data and exercise its rights either in writing at an address which is the same as the registered office of Traildeer j. s. a. entered in the relevant commercial register or via the contact details provided on the Traildeer platform.

9.5 There is no automated decision-making or profiling when processing personal data.

9.6 The Operator has entrusted certain processing operations to third parties (intermediaries that process personal data on behalf of the Operator, to the extent and under the conditions agreed with the Operator). Intermediaries in the processing of personal data are companies that ensure the technical operation of the Traildeer platform.

9.7 The Operator shall provide, to the extent necessary for the provision of services, the personal data of the Guide to third parties - recipients (hereinafter referred to as the "Recipients"). For the purposes of providing personal data, the Recipients also include the authorised employees of the Operator and Recipients who come into contact with the personal data of the Guides within the framework of their employment or a similar relationship. The recipients are in particular

(a) payment service providers.

9.8 The Operator does not transfer personal data to third countries outside the European Union.

9.9 If the Guide processes the personal data of the Cyclists, it is an independent operator in relation to this data in accordance with the relevant regulations for the protection of personal data. The Guide is responsible for the possible processing of the personal data of the Cyclists and is also obliged to fulfil all information and other obligations in relation to the Cyclist arising from the relevant legal regulations for the protection of personal data.

## **10 Final provisions**

10.1 These Conditions are prepared in accordance with the laws of the Slovak Republic. The legal relationship established by the Contract on the Use of the Platform is governed by Slovak law, provided that in the case of a contractual relationship with an international element, this choice of law does not deprive the Consumer Guide of the protection afforded by such provisions, which cannot be derogated from by agreement and which would be decisive on the basis of the relevant legislation in the absence of a choice.

10.2 Supervision over the Operator's activities is performed by the Slovak Trade Inspection Authority. A Guide who does not act within the scope of their business activity or profession when using the Traildeer platform has the right to turn to the Operator for redress if they are not satisfied with the way in which the Operator handled their complaint or if they believe that the Operator violated their rights. The Guide has the right to file a motion to initiate an alternative dispute resolution in accordance with Act no. 391/2015 Coll. The Act on Alternative Resolution of Consumer Disputes and on Amendments to Certain Acts (hereinafter referred to as the "Proposal") of the Subject of Alternative Dispute Resolution, if the Operator replied to this request in the negative or did not respond to it within 30 days from its date. The subject of alternative dispute resolution in the Slovak Republic is the Slovak Trade Inspection, with its registered office at Prievozská 32, 827 99 Bratislava 27.

10.3 The Operator reserves the right to change these Conditions on an ongoing basis. The updated Terms and Conditions will be published on the Traildeer platform, and the Operator is entitled to notify the Guide of any change in the Terms and Conditions in any other appropriate manner. Changes in other ways as well. The change of the Conditions is effective on the day specified in them by the Operator. The publication of the offer of services by the Guide after the publication of the change of

the Conditions is considered to be the consent of the Guide with the change of these Conditions. If the Guide does not agree with the change, they are entitled to cancel their registration on the Traildeer platform at any time.

10.4 These Terms may be published on the Traildeer platform in several language versions. In case of any discrepancies between the individual versions, the Slovak version shall prevail.

10.5 These Terms are valid and effective from 01/09/2020.