

# **General Terms and Conditions of Use of the Traildeer Platform by Those Interested in Booking a Guided Bicycle Tour**

(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 services of the Guide, namely (a) information about the Guide, in particular whether or not they are 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 any other information that 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 provided by the Guides, (b) provide binding ordering of services by the Cyclists and (c) establish an Accompanying Agreement between the Cyclists and Guides and for the provision of related services.

### **Operator**

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 Terms 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 govern the rights and obligations of the parties to the Traildeer Platform Use Agreement and other relations between the Operator and Cyclist, including the binding procedure of the Cyclist in ordering the services offered by the Guides through this platform.

2.2 Every Cyclist who wishes to use the services available through the Traildeer platform is obliged to read these Conditions carefully before registering on this platform.

## **3 Scope of services provided by the Operator and the conclusion of the Platform Use Agreement**

3.1 Through the Traildeer platform, the Operator allows the Cyclist to browse the Advertisements and connect the Cyclist's request and Guide's offer by allowing the Cyclist to order the service published in the Advertisement and to conclude 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 Cyclist is interested in ordering the services of the Guide via the Traildeer platform, they are obliged to register on the Traildeer platform and create their own account, while they are obliged to follow the instructions available on the Traildeer platform and in these Conditions. The Cyclist is only allowed to register on the Traildeer platform in their own name. The Operator also allows for registration with persons with limited legal capacity (i.e. persons under 18 years of age), but in case of doubts about the Cyclist's ability to agree to these Conditions, the Operator is entitled to request the consent of their legal representative to register on the Traildeer platform and/or with a trip order. If such consent of the legal representative is not provided to the Operator upon request, the Operator is entitled to limit the further provision of services to the Cyclist; point 4.4 of the Conditions is not affected by this.

3.3 If the Cyclist 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 Cyclist to provide a statement that the Cyclist is aware of the fact that the Traildeer platform offers services involving a physically demanding activity that may cause serious injury and an explicit obligation to order only those services that correspond to the abilities, possibilities and state of health of the Cyclist.

3.4 A confirmation of the successful sending of the registration form will be delivered to the Cyclist's e-mail address along with a request for the verification of the Cyclist's identity.

3.5 Part of the registration process is the expression of the Cyclist's consent to these Conditions. The Cyclist agrees to these Conditions 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 both the Cyclist and the Operator are bound by them.

3.6 The Operator is not obliged to enter into a Platform Use Agreement with the Cyclist, especially if it is not possible to verify the identity of the Cyclist by electronic means. The contract on the use of the platform between the Operator and the Cyclist is concluded only by delivering a confirmation to the Cyclist to their email address of successful registration by the Operator or by announcing the confirmation otherwise (e.g. by allowing access to their own account).

3.7 After the successful completion of the registration, the Cyclist is entitled to log in to their online account at any time and order the services offered by the individual Guides.

3.8 The Cyclist is obliged to immediately update their mandatory data provided to the Operator during registration within their online account or in another suitable way as well as to notify the Operator of any facts that could affect the proper performance of the Platform Use Agreement.

3.9 The Cyclist is entitled to cancel their registration on the Traildeer platform at any time.

#### **4 Services provided by the Guide and conclusion of the Accompanying Agreement**

4.1 The service provided by the Guide is the accompaniment of Cyclists on a bicycle trip, selection of interesting terrain suitable for a bicycle ride, a description of the terrain or route by the Guide before the actual trip and the provision of tips and tricks for the Cyclist to improve their riding experience. The services offered by the Guide may also include additional services such as the rental of protective equipment (such as helmets or protectors). The specific offer of services is always part of the Advertisement published by the Guide on the Traildeer platform. The Traildeer platform is primarily intended to provide services in the field of mountain biking, but the publication of Advertisements in which the Guide offers a road bike trip is not excluded or prohibited.

4.2 On the Traildeer platform, professional trainers, instructors or persons offering their services as part of their leisure activities can offer their services as Guides. Information about a specific Guide is available to Cyclists in a specific Advertisement or otherwise made available on the Traildeer platform. The Cyclist acknowledges that, unless expressly stated otherwise in the Advertisement or in the description of the Guide, the Guide is not a sports expert, i.e. a sports coach or instructor under whose direction the Cyclist would perform the sport. The Operator requires each Guide to present and publish on the Traildeer platform only truthful, correct and up-to-date data on (a) physical education and sports education obtained, (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 professional experience of the Guide. However, the Cyclist acknowledges that the Operator is not able to verify and control the veracity of all the data provided and published by the Guide. The Operator shall immediately remove from the Traildeer Platform any information and data that it learns are false, incorrect or out of date.

4.3 The Cyclist acknowledges that the Traildeer platform offers services that may involve a physically demanding activity that may cause serious injury. Due to this, it is mandatory before ordering a specific service:

4.3.1 to become acquainted with the specific offer of services in the Advertisement,

4.3.2 to carefully consider whether their abilities, experience, mountain biking and general physical fitness, condition and state of health correspond to the demands of the trip, whether they will be able to use the services and not endanger themselves or others by participating in the trip; and

4.3.3 not to respond to an offer that does not meet the requirements in point 4.3.2.

4.4 The Cyclist further acknowledges and agrees that the Guide may restrict participation in a particular cycling trip to persons who have reached a certain age, or may require persons under the age of 18 to provide their legal representative's consent to participate in the trip, or that persons under

the age of 18 take part in the trip only if accompanied by their legal representative, especially if the Guide deems it necessary from the point of view of the safety of the Cyclist and other cyclists.

4.5 If the Cyclist meets all the requirements set by the Guide in a particular Advertisement, they are entitled to order the services thus offered; the order also includes the payment of the reservation fee. Booking a trip is considered as a proposal for the conclusion of an Accompanying Agreement, which will be delivered via the Traildeer platform to the Guide. Execution of a binding order will be confirmed for the Cyclist by displaying a notification within the Traildeer platform, or the Operator may deliver such confirmation to the Cyclist's email address. The confirmation of the execution of the order is not yet a confirmation and does not mean the conclusion of the Accompanying Agreement.

4.6 The Guide has a period of 24 hours from the sending of the order by the Cyclist, during which they can accept or reject the order. The guide is entitled not to accept the order, even without giving a reason. If the Guide does not confirm the receipt of the order within the above-mentioned period, it is considered that they have rejected the order. The Accompanying Agreement is concluded only upon delivery of the booking confirmation by the Guide; confirmation from the Guide will be delivered via the Traildeer platform wherein the Cyclist can check it in their account, or it will be delivered to the Cyclist's email address and its delivery creates a contractual relationship between the Guide and Cyclist. The rights and obligations of the Cyclist and Guide arising from or related to the Accompanying Agreement, which are not defined in the Accompanying Agreement, are governed by the relevant legal regulations.

4.7 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 6 are not affected by this.

4.8 After logging in to their account on the Traildeer platform, the Cyclist can view the history of service orders they have made, as well as check the status of the ordered services (i.e. in particular whether the order has been sent, received or whether the ordered service has already been provided).

#### **Accompanying Agreement for the benefit of a third party**

4.9 The Cyclist is also entitled to order the services published in a specific Advertisement for the benefit of third parties, if such an option is available in relation to a specific Advertisement. For this purpose, they shall enter the number of persons (including themselves) for whose benefit they are placing the order and, if requested, the first name, surname and e-mail address of the persons for whose benefit they are placing the order. The Operator may send an e-mail to the e-mail address of a third party with information on the execution of the order and, if necessary, a request for the third party to confirm the order in the manner specified therein. The Cyclist undertakes to order the services exclusively for the benefit of such persons who meet the same requirements as set out for the Cyclist. The Cyclist is, therefore, obliged

4.9.1 to fulfil the obligations set out in point 4.3 also in relation to other persons for whose benefit they order services, and

4.9.2 to ensure that third parties comply with the obligations set out in point 4.3 of these Terms and that they are familiar with the terms of service.

4.10 The Cyclist undertakes to pay the price of the services offered by the Guide for these third parties. Third parties will be entitled to claim the service under the Accompanying Agreement as soon as they agree to it. The Cyclist undertakes to provide the Guide and Operator, if necessary, with the cooperation necessary for third parties to give their relevant consent. In the event that such consent is not expressed by third parties or does not meet the conditions for the provision of services, the Cyclist shall be responsible for the damage and all the costs related to the execution of the service order for the benefit of third parties and shall be liable to the Operator and Guide. In particular, the Cyclist is not

entitled to a refund of the reservation fee paid in connection with the order of services for the benefit of third parties.

## **5 Payment terms**

5.1 The prices of the Guide service, any other payments, especially the reservation fee, which the Cyclist is obliged to pay concerning the order of services through the Traildeer platform, including value added tax and all other taxes, if applicable, are published in each Advertisement and the Cyclist has the opportunity to get acquainted with them before ordering services. The Cyclist acknowledges that the amount of the booking or any other fee and/or the total price of the Guide Services may be changed at any time; however, such a change will not affect the amount of the fee already paid by the Cyclist.

5.2 In connection with the sending of the service order, the Cyclist undertakes to pay the Operator a reservation fee in the amount specified in the specific Advertisement. The Cyclist's obligation to pay the reservation fee arises at the moment of sending the service order. The operator is entitled to block the amount corresponding to the amount of the reservation fee through the payment gateway service.

5.3 If the Guide does not confirm the receipt of the order by the Cyclist within the specified period, or rejects the order of services, the Cyclist has the right to a refund of the reservation fee in full. The time for unblocking funds depends on the conditions of a particular payment service provider.

5.4 If the Guide confirms the receipt of the order by the Cyclist and the service will be provided to the Cyclist in accordance with these Conditions, the Operator will use the reservation fee to pay the price of services in favour of the Guide, for which the Cyclist hereby authorises them. The Cyclist is not obliged to make any additional payments to the Guide for the provision of the ordered services. In the event that the Guide requires the Cyclist to pay any other amount as remuneration for the services provided, the Cyclist is obliged not to make such payment and to notify the Operator of such behaviour without undue delay.

5.5 The available payment methods for the reservation fee (e.g. credit card, PayPal, etc.) are always stated before the payment is made. The Cyclist is responsible for ensuring that the payment is made properly, and for this purpose, they are obliged to ensure that they have a sufficient balance on the account to cover the charge.

5.6 The Cyclist acknowledges that payment and telecommunication service providers may charge the Cyclist additional fees for processing non-cash payments. The Cyclist shall be responsible for these additional fees. The Operator is not responsible for any costs incurred by the Cyclist in connection with the payment.

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

## **6 Change and cancellation of the ordered services, including the reservation fee**

6.1 The Cyclist is entitled to change or cancel the binding ordered service only if such an option is available in the Advertisement and within the period specified in the Advertisement. A change in the binding order means a change in the date of the trip or time of the trip if the Guide also offers another date and time.

6.2 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, especially due to bad weather or injury to the Guide, or if (b) the minimum number of cyclists listed in the Advertisement did not register for the trip.

6.3 In case of cancellation of the trip for the reasons stated in points 6.1 and 6.2, or if the Cyclist does not agree with the change of the trip date or time of the trip according to point 6.2, 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.

6.4 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 the service 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 the abilities and fitness of the Cyclist did not correspond to information in the Advertisement). In case of such deficiencies in the services provided, which can be eliminated on the spot, the Cyclist is obliged to notify the Guide directly and ask them to correct them as soon as they become aware of the defect. 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 departure, 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.

6.5 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 6.4, 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 48 hours after the end of the trip. In case of non-compliance with this deadline, the reservation fee may not be refunded to the Cyclist.

6.6 The Cyclist is obliged to observe all the regulations and rules concerning riding the bike throughout the trip and not to endanger or restrict other cyclists or other persons, in particular (but not exclusively) they must not take the trip under the influence of alcohol or other addictive substances. 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.

6.7 In the event that, in relation to services ordered for the benefit of third parties, a right to a refund of the reservation fee arises for any of the reasons as set out in this Article, the reservation fee will be refunded to the Cyclist on whose account the performance was to be provided.

## **7 Traildeer Terms of Use**

### **Duties of the Cyclist**

7.1 The Cyclist generally undertakes to use the Traildeer platform exclusively for the purposes expressly set out in these Conditions. The Cyclist 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 Cyclist further acknowledges and agrees to use the Traildeer platform on its own account and responsibility.

7.2 In particular, the Cyclist undertakes not to order the services offered in the Advertisement published by the Guide on the Traildeer platform other than through this platform and for this purpose will not contact the Guide other than through the Traildeer platform.

7.3 The Cyclist further undertakes to keep the access password chosen during registration on the Traildeer platform secret and not to allow third parties to become acquainted with the password. The Cyclist is liable to the Operator for any damage caused by the fact that their online account was used by an unauthorised third party using the Cyclist's access password and they also bear this damage.

7.4 Under no circumstances is the Cyclist authorised to use the Traildeer platform for commercial purposes, in particular to promote their own activities and/or to publish any advertising of third party products or services; this provision does not affect the possibility of the Cyclist to use the Traildeer platform at the same time as a Guide or publish their own Advertisements in accordance with the General Terms and Conditions of use of the Traildeer platform by persons who want to offer their services.

7.5 The Cyclist must refrain from using Traildeer platform in a way which would be liable to damage, overload, disable, malfunction or endanger the operation of the Traildeer platform or any part thereof.

7.6 The Cyclist 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 infringe on the good name or reputation of the Operator or third parties or in any other way infringe 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) entail the Operator's liability for damage or other harm to third parties. If the Operator allows the Cyclist to publish a certain type of information, such as the evaluation of Guides or their services, the Cyclist is to be held responsible for 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 publishing said information on the Traildeer platform.

7.7 Unless the Operator stipulates otherwise and if such a possibility is made available to the Cyclist within the Traildeer platform, the Cyclist is only entitled to publish on the Traildeer platform photos and/or videos from trips or related to trips, while being responsible for being up-to-date and true. The Cyclist undertakes to exclusively publish photos, images or videos on the Traildeer platform,

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

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

On request, the Cyclist is obliged to prove to the Operator the granting of such consent (licence) (especially by presenting the written consent of the person concerned). In the event of a breach of this obligation, the Cyclist is obliged to compensate the damage caused to the Operator.

7.8 In the event that the Cyclist breaches any of the obligations set out in this article above, the Operator is entitled to cancel the Cyclist's online account and/or prohibit them from using the Traildeer platform.

### **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 Cyclist acknowledges and agrees that it is not technically possible to ensure the continuous operation of the platform, and, therefore, the Operator does not guarantee that the Traildeer platform and all its functionalities will be available to users at all times.

In connection with the operation of the Traildeer platform, the Operator is entitled to (a) modify the content, appearance or structure of the platform at any time; (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 Cyclist such instructions as they deem reasonably necessary. The Cyclist 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 Cyclist 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, 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 cycle trips or related or similar services (for example, tourism services, insurance, etc.) in relation to the Cyclists.

8.2 The Operator shall be liable to the Cyclist solely for damage caused to the Cyclist 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.

8.3 The Cyclist acknowledges that the Operator is not responsible and in no way assumes the warranty for

8.3.1 any damage or other harm caused to the Cyclist or the Guide in connection with the provision of services defined in point 4.1 by the Guide, in particular to the Cyclist, not for any damage to health or property that the Cyclist or Guide may suffer when going on a mountain or road bike;

8.3.2 the truthfulness, correctness 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, without prejudice to point 6.4;

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

8.4 The Cyclist 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**

### **Processing of the Cyclist's personal data**

9.1 The operator pursuant to 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") processes the Cyclist's personal data provided to the Operator in the registration form and data on service orders made by the Cyclist via the Traildeer platform (including data on concluded Accompanying and Performance Agreements performed and received on the basis of these contracts and data on executed payment operations) for the purpose of operating the platform Traildeer, i.e. mediation of services, fulfilment of other obligations related to the mediation of services and for other purposes compatible with these purposes (such as the exercise of rights arising for the Operator from the Platform Use Agreement and related communication with the Cyclist).

The Cyclist is obliged to provide the Operator with the following data: first name and surname, city and country of residence, date of birth and email address; the provision of this personal data is a contractual requirement. If this data is not provided correctly and truthfully in the registration form, the Platform Use Agreement will not be created.

Providing personal data such as a telephone number and profile picture is not mandatory, but if provided by the Cyclist, they will be processed by the Operator in order to streamline communication with the Cyclist (phone number) and to identify the Cyclist when publishing reviews on the Traildeer platform (profile picture). Failure to provide this information will have no negative consequences for the Cyclist.

9.2 The personal data of the Cyclist processed for the purpose of operating the Traildeer platform will be stored only for the duration of the contractual relationship between the Cyclist and 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 preserve it (such as the exercise of the Operator's legitimate claims).

### **Processing of the personal data of third parties**

9.3 If, in accordance with these Terms and Conditions for the provision of the Operator's services, the consent of the Cyclist's legal representative or the consent of the third party in whose favour the order of services was made by the Cyclist, is required, the Operator may obtain and process the personal data of these persons.

The Operator processes the personal data of the Cyclist's legal representative to the extent of their first name, surname and contact details, or other data necessary to verify the legal relationship of the legal representation in order to obtain the legal representative's consent on the basis of Article 6 para. 1. letter b) of the GDPR for the purpose of obtaining consent in accordance with point 3.2 of these Conditions for the purpose of obtaining the consent of the legal representative with the registration of the Cyclist on the Traildeer platform and/or with the order of the trip by the Cyclist. This personal data will be processed during the duration of the contractual relationship between the Cyclist and Operator or until the day of full acquisition of legal capacity for the Cyclist's legal acts, whichever occurs first.

If the Operator processes the personal data of third parties for the benefit of which the Cyclist has ordered the services, the personal data is processed to the extent (with the exception of payment data), for the purpose and on a legal basis according to points 9.1 and 9.2 of these Conditions.

### **Common provisions for the processing of personal data**

9.4 The 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 are met, in particular if the personal data are no longer necessary 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 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 withdraw their consent to the processing of personal data at any time if the legal basis is personal data consent pursuant to Article 6 (1) 1 letter (a) the GDPR, but the withdrawal of the consent shall not affect the lawfulness of the processing resulting from the consent prior to its withdrawal, 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.

9.5 The data subject may contact the Operator in connection with the processing of personal data and exercise their rights either in writing at an address which is the address of the registered office of

Traildeer j. s. a. entered in the relevant commercial register or via the contact details provided on the Traildeer platform.

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

9.7 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.

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

(a) Guides whose services the Cyclist orders,

(b) payment service providers.

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

9.10 If the Guide processes the personal data of the Cyclists or other persons listed in clause 9.3 of these Conditions, it is an independent operator in relation to this data in accordance with the relevant regulations on personal data protection. The Guide is solely responsible for the possible processing of personal data by the Guide, who is also obliged to fulfil in relation to the Cyclist all information obligations 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 Platform Use Agreement is governed by Slovak law, with the proviso that, in the case of a contractual relationship with an international element, this choice of law does not deprive the Cyclist as a consumer of the protection afforded by such provisions, which cannot be derogated from by agreement under the law 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. The Cyclist has the right to turn to the Operator with a request for redress, if they are not satisfied with the way in which the Operator handled their complaint or if they believe that the Operator has violated their rights. The Cyclist 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 Cyclists 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. Ordering services to the Cyclist after the publication of the change of the Conditions is considered to be the consent of the Cyclist with the change of these Conditions. If the Cyclist 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.