

## PRIVACY POLICY

### I. Definitions

1. **Controller** – a person, company, or institution that manages data, i.e. determines the scope and purpose of the processing of personal data. The Controller is responsible for complying with data protection principles and makes decisions regarding the processing of such data.
2. **Bookkido** – Timeloco spółka z ograniczoną odpowiedzialnością with its registered office in Dęblin, at the address: ul. Zielona 38B, 08-530 Dęblin, entered in the register of entrepreneurs of the National Court Register maintained by the District Court Lublin-Wschód in Lublin with its registered office in Świdnik, VI Commercial Division of the National Court Register under KRS number 0001107360, NIP 5060126339 and REGON 528714328.
3. **Personal Data** – information that allows the identification of a natural person, directly or indirectly, such as name, surname, address, telephone number, e-mail, image, and place of residence.
4. **Client** – an adult natural person who has created an account on the Service in order to use the services offered by Partners, including in particular on behalf of children under their legal guardianship.
5. **Partner** – a natural person, legal entity, or organisational unit without legal personality, that uses the Service in connection with their business or professional activity within the framework of an account created for this purpose on the Service in order to provide services to Clients. Each Partner is an entrepreneur within the meaning of generally applicable law.
6. **Processor** – a person or company that, on behalf of the Controller, carries out specific activities relating to Personal Data. This entity operates within the scope indicated by the Controller and does not make decisions related to the scope and purpose of data processing.
7. **Policy** – this privacy policy.
8. **Processing of Personal Data** – any operation performed on personal data, e.g. name, address, or telephone number. This may include collecting, recording, using, sending, and even deleting data. If someone uses your data in any way, this constitutes processing.
9. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 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), as amended.
10. **Service** – the internet platform available at the URL: <https://bookkido.com>, administered by Timeloco spółka z ograniczoną odpowiedzialnością, enabling users to browse offers of services provided by Partners, to book those services, to manage their user account, to rate services, to communicate with Partners, and to receive notifications and information related to the performance of services. The Service may be used via a standard web browser on desktop and mobile devices.
11. **Data Processing Agreement** – an agreement between the entity that manages Personal Data (the Controller) and the entity that performs services related to such data (the Processor). It specifies how the data is to be protected and what can be done with such data. This ensures that both parties know how to care for data security. The data processing agreement between

Bookkido and the Partner constitutes part of the Bookkido Platform Terms and Conditions for Partners.

12. **Service** - a service offered by the Partner via the Service whose booking, payment, or performance may take place using the functionalities provided by the Controller. Services are provided directly by Partners to Users, with the Controller providing only the technical infrastructure enabling the presentation of offers, the conclusion of agreements, communication, and the handling of the booking and payment process.

For the purposes of this Policy, references to definitions in the singular also include their plural forms, and vice versa, unless expressly stated otherwise.

This Privacy Policy contains detailed information on the Processing of Personal Data by the Controller of the Service, i.e. Bookkido (hereinafter also referred to as the "Controller" or "we") to the extent that such data is processed by us as their controller within the meaning of Article 4(7) of the GDPR.

In order to exercise your rights, you may contact us at [kontakt@bookkido.com](mailto:kontakt@bookkido.com) or use the settings in your account.

## **II. General Information on the Processing of Personal Data in the Service**

1. Bookkido is the Controller of data within the meaning of the GDPR.
2. We collect your personal data primarily directly from you - during the creation of an account, use of the Service, making bookings, and in the context of communication with us.
3. You may contact us at any time in matters related to your Personal Data.
4. If you decide to use the services of a Partner and book a visit/service at the Partner's premises via the Service, Bookkido will make your data available to the relevant Partner to the extent necessary for them to perform the service you have chosen.
5. The Partner will then process your data as a separate controller of your data for the purpose of performing the agreement concluded by them with you for the provision of the service you have chosen and will independently bear the associated liability.
6. The processing of data by the Partner will be based on the consents you have given and for the purposes you have chosen, or will be carried out to the extent necessary for the performance of the agreement with the Partner.
7. Additional purposes for which the Partner may process your data will depend on the legal bases for processing personal data identified by the Partner as the data controller as indicated in the GDPR (e.g. your consent, the Partner's legitimate interest, the Partner's fulfilment of legal obligations).
8. The Partner, when carrying out their own purposes (e.g. marketing), may also use tools made available to them by Bookkido - including, if you consent - sending you marketing messages with recommendations or promotions.
9. Please remember that in such a relationship, the controller and entity responsible for such processing of your data is the Partner, and Bookkido provides only the necessary tools, including, inter alia, the System.
10. When creating an account, you may give voluntary consents regarding the processing of your Personal Data and electronic communication.
11. You have the right to: access data, rectify it, have it erased, restrict processing, data portability, object to processing, lodge a complaint with the President of the Personal Data

Protection Office.

12. We store data for the period necessary to achieve the purpose, and thereafter for the period required by law or until withdrawal of consent.

13. Consent is voluntary and may be withdrawn at any time separately with respect to Bookkido and with respect to the Partner whose offer you have booked. Withdrawing consent is as easy as giving it – you can do this in the settings of your account on the Service.

14. Data may be used for profiling for marketing purposes; however, we do not make decisions producing legal effects in a fully automated manner.

15. In the case of booking a service at the Partner's premises, Bookkido makes data available to the Partner to the extent necessary for the performance of the service. The Partner becomes an independent controller of data and bears responsibility for their processing in accordance with the GDPR.

16. Data may be made available to entities providing IT, accounting, and marketing services, payment operators, and to Partners to the extent necessary for the performance of services. All entities to whom we entrust data ensure an appropriate level of protection in accordance with the GDPR.

17. The Service uses cookies and similar tracking technologies for the purpose of ensuring proper functioning, traffic analysis, personalisation of content, and conducting marketing activities. During use of the Service, data may be collected automatically, including: IP address, device type, device identifiers, browser and operating system data, and activity on the Service. Detailed information on the cookies used, their types, purposes, and methods of management is available in our cookie policy on the Service.

18. Marketing consents may be withdrawn at any time in the account settings or by contacting us at [kontakt@bookkido.com](mailto:kontakt@bookkido.com).

19. Bookkido bears no responsibility for the scope of Personal Data of Partners' Clients processed by Partners or for the legality of the processing of such data by Partners. The detailed obligations of the parties in this regard are set out in the Data Processing Agreement.

### **III. Purposes and Legal Bases for Processing Clients' Personal Data**

We process your personal data for the following purposes and on the basis of the indicated legal provisions:

<b>Purpose of Processing</b>	<b>Legal Basis</b>
Performance of the Platform Usage Agreement and provision of services via the Platform	Article 6(1)(b) GDPR
Fulfilment of legal obligations incumbent on the Controller (e.g. tax, accounting)	Article 6(1)(c) GDPR
Marketing of Bookkido services on the basis of consent given	Article 6(1)(a) GDPR
Analysis and statistics, development of Service functionalities, ensuring security	Article 6(1)(f) GDPR – legitimate interests of the Controller

### **IV. Additional Information Clauses**

See below the information clauses containing detailed information on the purposes, scope of data, and period of processing of data by Bookkido, as well as on the rights associated therewith:

- Annex No. 1 - information clause for contractors and their representatives (Bookkido's business activity);
- Annex No. 2 - information clause in connection with GDPR requests;
- Annex No. 3 - information clause for Partners.

## **ANNEX NO. 1 - INFORMATION CLAUSE FOR CONTRACTORS AND THEIR REPRESENTATIVES (BOOKKIDO'S BUSINESS ACTIVITY)**

### **INFORMATION CLAUSE**

Below you will find all information concerning the processing of your personal data by Timeloco spółka z ograniczoną odpowiedzialnością with its registered office in Dęblin, at the address: ul. Zielona 38B, 08-530 Dęblin, entered in the register of entrepreneurs of the National Court Register under KRS number 0001107360, NIP 5060126339 and REGON 528714328, in connection with business contacts and the conclusion and performance of agreements.

1. The Controller of your personal data is Timeloco spółka z ograniczoną odpowiedzialnością with its registered office in Dęblin, at the address: ul. Zielona 38B, 08-530 Dęblin, entered in the register of entrepreneurs of the National Court Register under KRS number 0001107360, NIP 5060126339 and REGON 528714328 ("Controller" or "Bookkido"). Contact details: kontakt@bookkido.com.
2. Depending on the nature of our cooperation, we collect your personal data directly from you or it may be provided to us by the entity on whose behalf you are acting (e.g. as a representative, attorney, or designated contact person). We may also occasionally collect your personal data from publicly available sources such as KRS, CEIDG, GUS database, or others.
3. We process your personal data to the extent necessary for the purpose of our cooperation or establishing and maintaining business contacts. Your personal data that we process may include in particular: name, surname, job title, e-mail address, telephone number, information about the entity represented. In the event that you are a proxy of an entity cooperating with or wishing to cooperate with Bookkido, we will also process personal data included in the power of attorney provided to us (e.g. national ID number). If you are a partner in a civil law partnership or a natural person conducting business activity, we may also process a broader scope of your personal data disclosed in the relevant registers (e.g. NIP, permanent place of business).
4. Providing personal data is voluntary; however, it is necessary for the purposes related to the conclusion and performance of the Agreement. If you do not provide us with your personal data, we will be unable to respond to some of your questions, provide you with support in other areas, or conclude and properly perform the agreement.

5. Your personal data is processed by Bookkido for the following purposes and legal bases:

Purpose of Processing	Legal Basis
Taking steps to conclude an agreement, and then performing the agreement including ensuring ongoing contacts and settlements	When you are a party to an agreement with Bookkido: Article 6(1)(b) GDPR (performance of a contract); when you are acting on behalf of a party to an agreement with Bookkido: Article 6(1)(f) GDPR (legitimate interests of Bookkido)
Fulfilment of legal obligations incumbent on Bookkido (e.g. tax, accounting)	Article 6(1)(c) GDPR
Assertion of claims and defence against claims	Article 6(1)(f) GDPR - legitimate interests of Bookkido
Implementation of internal administrative and business processes in Bookkido, quality monitoring, ensuring Bookkido's security and defence against abuse	Article 6(1)(f) GDPR - legitimate interests of Bookkido
Transmitting to you information about Bookkido's activities or products or other information about the possibility of entering into cooperation with us	Article 6(1)(f) GDPR - legitimate interests of Bookkido (conducting marketing activities)

6. The Controller may make your personal data available to entities providing services to it that require data processing, including in particular legal firms, entities handling accounting, companies providing correspondence and parcel delivery services, accounts receivable management, document archiving, debt collection companies, and IT support providers. Due to the fact that we use services of providers supporting our business using AI technology, your personal data may be transferred by us to such entities. We ensure that we verify the entities with whom we cooperate with regard to their provision of an appropriate level of personal data protection.

7. Your personal data is not subject to profiling. Bookkido will not perform processing operations on your data in a fully automated manner that could simultaneously lead to the issuance of decisions producing legal effects or similarly significantly affecting you.

8. In connection with Bookkido's activities, as well as the technical tools and IT infrastructure used, your personal data may be transferred by Bookkido outside the European Economic Area, which comprises the EU member states as well as Norway, Iceland, and Liechtenstein. In such a case, Bookkido takes due care to appropriately protect your personal data, and the transfer is effected on the basis of an agreement concluded between Bookkido and the recipient of your data using standard contractual clauses approved by the European Commission, or on the basis of a European Commission adequacy decision, or on the basis of approved binding corporate rules.

9. Your personal data will be processed by Bookkido for the period of maintenance of the relationship or cooperation between you and Bookkido or Bookkido and the entity represented by you. Some of your personal data may also be stored for the period of limitation of claims arising from such cooperation, with the limitation periods resulting from civil law provisions. Your personal data may also be stored in connection with Bookkido's fulfilment of legal obligations (e.g. tax), for the period resulting from the relevant legal regulations.

10. You have the right to: access your personal data, obtain a copy thereof, rectification, erasure, restriction of processing, and data portability. You also have the right to object at any time, on grounds relating to your particular situation, to the processing of your personal data. Additionally,

you have the right to lodge a complaint in the area of personal data protection with the supervisory authority, i.e. the President of the Personal Data Protection Office.

## **ANNEX NO. 2 - INFORMATION CLAUSE IN CONNECTION WITH GDPR REQUESTS**

### **INFORMATION CLAUSE**

Below you will find all information concerning the processing of your personal data in connection with handling your requests directed to us under the GDPR, including with regard to the exercise of your rights.

1. The Controller of your personal data is Timeloco spółka z ograniczoną odpowiedzialnością with its registered office in Dęblin, at the address: ul. Zielona 38B, 08-530 Dęblin, entered in the register of entrepreneurs of the National Court Register under KRS number 0001107360, NIP 5060126339 and REGON 528714328 ("Controller" or "Bookkido"). Contact details: kontakt@bookkido.com.

2. We collect your personal data primarily directly from you when you contact us, including when you submit requests regarding the exercise of your rights under the GDPR. If you have previously cooperated with us or were our client, we may also process your data in a different context - we have already informed you of such processing at an earlier stage of our contacts.

3. We process your personal data to the extent necessary for the proper identification of you as the data subject, as well as for the verification and fulfilment of your request/handling of your enquiry.

4. Providing personal data is voluntary; however, it is necessary for the purposes related to the handling of your message. If you do not provide us with your personal data, we will be unable to respond to some of your questions or fulfil your rights.

5. Your personal data is processed by Bookkido for the following purposes and legal bases:

<b>Purpose of Processing</b>	<b>Legal Basis</b>
Exercise of your rights under the GDPR	Article 6(1)(c) GDPR - fulfilment of legal obligations incumbent on Bookkido
Protection of Bookkido against claims	Article 6(1)(f) GDPR - legitimate interests of Bookkido (protection against claims)
Handling correspondence unrelated to the exercise of rights under the GDPR	Article 6(1)(f) GDPR - legitimate interests of Bookkido (responding to your enquiries/doubts)

6. The Controller may make your personal data available to entities providing services to it that require data processing, including legal firms, accounting service providers, correspondence and parcel delivery companies, accounts receivable management, document archiving, debt collection companies, and IT support providers.

7. Your personal data is not subject to profiling. Bookkido will not perform processing operations on your data in a fully automated manner that could lead to the issuance of decisions producing legal effects or similarly significantly affecting you.

8. In connection with Bookkido's activities, as well as the technical tools and IT infrastructure used, your personal data may be transferred outside the European Economic Area. In such a case, Bookkido takes due care to protect your data, and the transfer is effected on the basis of standard contractual clauses or a European Commission adequacy decision.

9. Your personal data will be processed by Bookkido for the period necessary to accept and handle your request and to provide you with a response. Thereafter, your personal data will be stored for evidentiary purposes for the period of limitation of claims resulting from applicable law.

10. You have the right to: access your personal data, obtain a copy thereof, rectification, erasure, restriction of processing. You also have the right to object at any time, on grounds relating to your particular situation, to the processing of your personal data. Additionally, you have the right to lodge a complaint with the President of the Personal Data Protection Office.

## **ANNEX NO. 3 - INFORMATION CLAUSE FOR PARTNERS**

### **INFORMATION CLAUSE FOR PARTNERS**

<b>Data Controller</b>	The Controller of your personal data is Timeloco spółka z ograniczoną odpowiedzialnością with its registered office in Dęblin, ul. Zielona 38B, 08-530 Dęblin, entered in the National Court Register under KRS 0001107360, NIP 5060126339 and REGON 528714328 ("Bookkido").
<b>Controller's Contact Details</b>	For matters related to the processing of your personal data by Bookkido, including if you wish to exercise any of your rights under the GDPR, you may contact us by e-mail: kontakt@bookkido.com.
<b>Scope of Personal Data Processed</b>	<p>We collect your personal data when you contact us before creating an account, when you create an account on the Bookkido platform (URL: <a href="https://bookkido.com">https://bookkido.com</a>, "Platform"), and during your use of our services.</p> <p>1. Account Creation: Bookkido processes your personal data associated with your account, i.e.: name and surname, NIP, your business name, e-mail address, telephone number, home/business address, IP address. If you supplement your profile with your logo or a profile photo containing an image, Bookkido will also process that data about you.</p> <p>2. Using the Platform: During use of the Platform, we collect your personal data based on your activity on the Platform, changes made (e.g. change of business address), and contacts with us. We also process information about your transactions, settlements with Bookkido, payment methods, bank account numbers, persons authorised to contact and indicated on invoices (name, surname). In certain cases, we may process additional data such as national ID number or REGON. We also process all data provided voluntarily by you, as well as information about your activity on the Bookkido service - details in the cookie policy.</p>

**Purposes and Legal Bases for Processing Data**

We process your personal data for the following purposes: (1) establishing and maintaining business relationships, offering our services, including taking steps to conclude an agreement (legal basis: our legitimate interests - Article 6(1)(f) GDPR, or the need to take steps at your request before conclusion of an agreement - Article 6(1)(b) GDPR); (2) managing your Bookkido account, enabling use of its functionalities, including creating and managing your business's public profile, managing data on the Platform, using Platform functionalities (legal basis: necessity to perform the agreement with Bookkido - Article 6(1)(b) GDPR); (3) sending you service and transactional communications, e.g. notifications about changes to Bookkido's terms and conditions (legal basis: necessity to perform the agreement - Article 6(1)(b) GDPR, and fulfilment of legal obligations - Article 6(1)(c) GDPR); (4) receiving reviews about your business from Bookkido clients and enabling you to respond to them (legal basis: necessity to perform the agreement - Article 6(1)(b) GDPR); (5) processing settlements and handling payments (legal basis: necessity to perform the agreement - Article 6(1)(b) GDPR); (6) marketing of Bookkido's products or services (excluding direct marketing) (legal basis: legitimate interests of Bookkido - Article 6(1)(f) GDPR); (7) direct marketing of Bookkido's products or services via available electronic communication channels (legal basis: legitimate interests of Bookkido - Article 6(1)(f) GDPR, in connection with your consent to receive marketing communications); (8) direct marketing of products or services of entities cooperating with Bookkido (legal basis: legitimate interests of Bookkido - Article 6(1)(f) GDPR, in connection with your marketing consent); (9) personalisation of content and analysis of preferred Bookkido services (legal basis: legitimate interests of Bookkido - Article 6(1)(f) GDPR); (10) researching preferences regarding demand for Bookkido or Partners' services (legal basis: legitimate interests of Bookkido - Article 6(1)(f) GDPR); (11) establishing, pursuing, or defending against claims, debt collection activities (legal basis: legitimate interests of Bookkido - Article 6(1)(f) GDPR); (12) fulfilment of Bookkido's legal obligations, including disclosure to competent public authorities (legal basis: Article 6(1)(c) GDPR); (13) creating summaries, analyses, and statistics for Bookkido's internal needs (legal basis: legitimate interests of Bookkido - Article 6(1)(f) GDPR); (14) developing new solutions and functionalities of Bookkido's systems/Platform (legal basis: legitimate interests of Bookkido - Article 6(1)(f) GDPR); (15) communication with you when you contact us (legal basis: legitimate interests of Bookkido - Article 6(1)(f) GDPR); (16) ensuring security for you, other Platform users, and for the credibility of Bookkido's services, including through: moderation and monitoring of user activity on the Platform, handling notifications regarding suspected violations of the Platform's terms and conditions (legal basis: legitimate interests of Bookkido - Article 6(1)(f) GDPR, and fulfilment of legal obligations under the DSA - Article 6(1)(b) GDPR); (17) enabling mobile payments, including KYC support (legal basis: your consent - Article 6(1)(a) GDPR).

<b>Source of Personal Data</b>	Your personal data is provided to us primarily by you when creating your Bookkido account, and subsequently your personal data is collected by Bookkido while you use the Bookkido service.
<b>Content Personalisation</b>	<p>We also process your data in order to better tailor content to you. The criteria we use include the type of services provided, your location, activity on the Platform, and the functionalities/services of Bookkido that you use. You have the right to object to the processing of your data for this purpose at any time.</p> <p>We ensure that Bookkido does not process personal data in a fully automated manner that could lead to the issuance of a decision having legal effects or similarly affecting you.</p>
<b>Categories of Data Recipients</b>	<p>Your personal data may be made available by Bookkido to third parties. Recipients of your personal data may include: (1) external service providers supplying Bookkido with technical and organisational solutions supporting Bookkido's activities, including IT, marketing, communication, and analytics service providers, payment processing entities; (2) service providers supporting Bookkido in its daily operations, including accounting and tax firms, debt collection companies, legal advisors, insurers, courier and postal companies, document archiving and destruction providers.</p> <p>All entities to whom we transfer your personal data ensure at least the same protection of your personal data as specified in this privacy policy.</p>
<b>Transfer of Data Outside the EEA</b>	In connection with Bookkido's activities and the technical tools and IT infrastructure used, your personal data may be transferred outside the European Economic Area, comprising the EU member states as well as Norway, Iceland, and Liechtenstein. In such a case, Bookkido takes due care to protect your personal data, and the transfer is effected on the basis of standard contractual clauses approved by the European Commission, or on the basis of a European Commission adequacy decision, or on the basis of approved binding corporate rules.

<p><b>Data Retention Period</b></p>	<p>Bookkido processes, including stores, your personal data for a period no longer than necessary for the purposes for which the data is processed:</p> <ol style="list-style-type: none"> <li>1. Performance of the agreement with Bookkido (Article 6(1)(b) GDPR): your personal data necessary to create an account on the Bookkido Platform and related to your activity is processed for the purpose of enabling use of the Platform's functionalities, until the agreement is terminated or expires, and thereafter for the period of limitation of claims or expiry of other legitimate interests of Bookkido.</li> <li>2. Fulfilment of legal obligations (Article 6(1)(c) GDPR): data processed for the purpose of fulfilling legal obligations is stored for the period resulting from applicable law (e.g. 5 years for tax law purposes; 5 years for accounting purposes; 5 years under the DAC7 directive).</li> <li>3. Consent (Article 6(1)(a) GDPR): where the legal basis for processing your personal data is your consent, the processing period lasts until your withdrawal of consent.</li> <li>4. Legitimate interests (Article 6(1)(f) GDPR): your personal data processed on the basis of Bookkido's legitimate interests is stored for the period of realisation of such interests or until you object to such processing.</li> <li>5. Marketing (Article 6(1)(f) GDPR): your personal data is processed for marketing purposes until you withdraw your consent to receive marketing communications or until you object.</li> </ol>
<p><b>Your Rights</b></p>	<p>In accordance with the GDPR, you have: (1) the right to access your personal data and obtain a copy thereof; (2) the right to rectify your personal data; (3) the right to erasure (see next point); (4) the right to restriction of processing; (5) the right to data portability (where processing is effected in an automated manner based on your consent or for the performance of an agreement); (6) the right to lodge a complaint with the supervisory authority (the President of the Personal Data Protection Office).</p>
<p><b>Right to Withdraw Consent</b></p>	<p>You may at any time withdraw consent to the processing of personal data - this applies only to processing that Bookkido will carry out on the basis of the consent you have given. Withdrawal of consent does not affect the lawfulness of processing before the withdrawal.</p>
<p><b>Right to Object</b></p>	<p>You have the right at any time to object to the processing of your personal data by Bookkido for the purposes of its legitimate interests (Article 6(1)(f) GDPR) on grounds related to your particular situation. Bookkido will cease processing your data unless it demonstrates the existence of overriding legal grounds. In the event of an objection to the processing of data for marketing purposes, Bookkido will immediately cease processing your data for that purpose.</p>

<b>Right to Erasure</b>	At any time you may request the erasure of your personal data from Bookkido's service if: (1) it is no longer necessary for the purposes for which it was collected; (2) processing was based on your consent, which you have withdrawn; (3) you object and Bookkido has no overriding grounds for processing; (4) you object to marketing activities; (5) data was processed unlawfully; (6) Bookkido is required to erase it under applicable law; (7) data was collected in connection with information society services.
<b>Information on the Requirement or Voluntary Nature of Data Provision</b>	Providing your personal data required to create an account is voluntary but necessary for the conclusion and performance of the agreement for use of the Bookkido service. Without providing such personal data, it will not be possible for you to use our services. Providing other data is not mandatory but may facilitate our communication with you or contribute to a more personalised use of our services.