

## BOOKKIDO PLATFORM TERMS AND CONDITIONS FOR CLIENTS

### I. Definitions

- 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.
- DSA** – Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market for Digital Services and amending Directive 2000/31/EC (Digital Services Act).
- Client** – an adult natural person who has created a Client Account on the Platform for Clients in order to use the services offered by Partners, including in particular on behalf of children under their legal guardianship.
- Client Account** – part of the Platform together with a set of IT solutions enabling logged-in Clients to use the Platform.
- Payment Operator** – the entity providing online payment processing services is Autopay Spółka Akcyjna, with its registered office in Sopot, at the address: ul. Powstańców Warszawy 6, 81-718 Sopot, entered in the register of entrepreneurs of the National Court Register maintained by the District Court Gdańsk-Północ in Gdańsk, VIII Commercial Division of the National Court Register under KRS number 0000320590, NIP 5851351185 and REGON 191781561.
- Partner** – a natural person, legal entity, or organisational unit without legal personality, that uses the Bookkido Platform for Partners in connection with their business or professional activity within the framework of an account created for this purpose in the Bookkido Platform for Partners in order to provide services to Clients. Each Partner is an entrepreneur within the meaning of generally applicable law.
- Bookkido Platform for Clients** – a service dedicated to Bookkido Clients, owned and administered by Bookkido, made available on the Internet at the URL: <https://bookkido.com>.
- Bookkido Platform for Partners** – a service dedicated to Bookkido Partners, owned and administered by Bookkido, made available on the Internet at the URL: <https://bookkido.com>.
- Platform** – where the distinction between the type of platform is not relevant, the Bookkido Platform for Clients and the Bookkido Platform for Partners are collectively referred to as the Platform.
- Client Profile** – a profile created by the Client on the Bookkido Platform for Clients, enabling the identification of the Client and the use of Bookkido Services, containing a set of data and settings assigned to the Client within their Client Account on the Bookkido Platform for Clients.
- Payments** – a functionality of the Platform enabling Clients to make all forms of payment for the Partner's Services, made by the Client, including via the Platform, using the payment services provided by the Payment Operator, or directly at the Partner's premises, in cash or in any other form of payment accepted by the Partner, if such an option has been expressly indicated in the description of the Partner's Service.
- Terms and Conditions** – these Terms and Conditions of the Bookkido Platform for Clients.

13. **Registration** – the process enabling the creation of a Client Account on the Platform. The condition for registering a Client Account is the acceptance of the Terms and Conditions. Without the acceptance of the Terms and Conditions, it is not possible to complete Registration.

14. **Booking** – a Client's notification of intent to purchase the Partner's Service via the Bookkido Platform for Clients, specifying the time of service provision (e.g. date, time, or period), in accordance with the conditions specified in the description of the Partner's Service. A Booking may be conditional on making a Payment, if required.

15. **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.

16. **Platform Usage Agreement** – an agreement between Bookkido and the Client, concluded in the manner described in these Terms and Conditions, the subject matter of which is the provision by Bookkido to the Client of Bookkido Services.

17. **Partner's Service** – a service or services offered via the Platform by Partners related to extracurricular activities, workshops, camps, educational or sports classes aimed at children and young people or other similar activities, which can be booked via the Platform.

18. **Bookkido Services** – services provided by Bookkido to the Client.

19. **User** – a Client or Partner.

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

## **II. Types and Scope of Bookkido Services**

1. The Terms and Conditions set out the rules and conditions for the provision of electronically supplied services by Bookkido via the Platform, in particular the rules and conditions for using the Bookkido Platform for Clients and making Bookings.

2. The Platform is a tool enabling the establishment of contact between the Client and the Partner for the purpose of concluding agreements concerning the Partner's Service and making Bookings.

3. The parties to agreements concerning the Partner's Service are exclusively the Client and the Partner. Only those parties bear mutual responsibility for the proper performance of such agreements. Bookkido is not a party to any agreement concluded between the Client and the Partner and accordingly bears no liability towards Clients for the Partner's Services.

4. Bookkido Services under the Platform Usage Agreement include, among others:

- a. ensuring the operation of the Platform, including access to the Client Account;
- b. enabling the search for and verification of the scope of the Partners' Services;
- c. enabling the booking of the Partner's Service, including – if required – following acceptance of the Payment Operator's terms and conditions;
- d. receipt by the Client of notifications related to purchased Partner's Services or other elements of their offer.

5. The functionalities of the Platform available to the Client, including the methods/channels for booking the Partner's Services, as well as the appearance of the Bookkido Platform for Clients, depend on the current availability of the given solutions and functionalities and may change for operational and technical reasons. Such a change does not constitute an amendment to the

Platform Usage Agreement.

6. All graphic elements, technical solutions, text, software, databases, and other materials placed and made available within the Platform, as well as the manner of their presentation (layout), are subject to legal protection.

7. Access to the Bookkido Platform for Clients under the Platform Usage Agreement is free of charge.

### **III. Platform Usage Agreement**

1. The conclusion of the Platform Usage Agreement for the Bookkido Platform for Clients is effected between Bookkido and the Client at the moment of acceptance of these Terms and Conditions during Registration. The Platform Usage Agreement is concluded for an indefinite period.

2. In order to enable Clients to use the Bookkido Platform for Clients, Bookkido grants Clients a free, non-exclusive, non-transferable, non-assignable licence to use the Bookkido Platform for Clients for the duration of the use of the Bookkido Platform for Clients, limited to the territory of the Republic of Poland taking into account the extraterritorial nature of the Internet ("Licence"). The Licence entitles Clients exclusively to temporary reproduction of the Platform by displaying it in a web browser for the purpose of using it in accordance with its intended purpose and functionality specified in the Terms and Conditions. Clients are not entitled to any other rights, including intellectual property rights, beyond those expressly indicated in the Terms and Conditions; in particular, Clients are not entitled to make any use of the source codes of the Platform. Clients acknowledge that violation of the provisions of this point may result in an infringement of Bookkido's economic copyright in the Platform and the legal liability of the Client.

3. The Client may withdraw from the Platform Usage Agreement within 14 days of its conclusion without providing any reason. Withdrawal may take place via the deletion of the account from the Client Profile level, provided that in the process of its deletion the Client ticks the checkbox indicating that the deletion of the account constitutes the exercise of the right of withdrawal from the Platform Usage Agreement in accordance with the Act on Consumer Rights. In such a case, the declaration of withdrawal is deemed to have been submitted in documentary form at the moment of the Client's confirmation of the intention to withdraw. Alternatively, the Client may withdraw from the Platform Usage Agreement by submitting a declaration of withdrawal in documentary form, in particular by sending an e-mail to the address: kontakt@bookkido.com. The template declaration of withdrawal constitutes an annex to these Terms and Conditions; however, its use is not mandatory. To meet the deadline, it is sufficient to send the declaration before its expiry.

4. The submission of a declaration of withdrawal by deleting the account from the Client Profile level or by sending an e-mail constitutes submission of a declaration in documentary form, in accordance with Article 30(3) of the Act on Consumer Rights.

5. After the expiry of the deadline for withdrawing from the Platform Usage Agreement, the Client and Bookkido may terminate the Platform Usage Agreement for the Bookkido Platform for Clients at any time, without providing any reason, with a 30-day notice period. Termination by the Client may take place by deleting the User account on the Platform, provided that in the process of its deletion the Client ticks the checkbox indicating that the deletion of the account constitutes termination of the Platform Usage Agreement for the Bookkido Platform for Clients. In such a case, the declaration of termination is deemed to have been submitted in documentary form at the moment of the Client's confirmation of the intention to terminate. Termination by Bookkido may take place by sending a declaration of termination to the Client's e-mail address provided in the Client Profile at Registration.

#### **IV. Clients' Obligations**

1. During Registration, the fields whose completion is necessary to set up the Client Account and to use the Bookkido Platform for Clients are indicated. The provision of additional data may be required when making Bookings.

2. All data is provided by the Client voluntarily. Taking into account the nature of Bookkido Services and the fact that the Platform enables Clients to conclude agreements with Partners for the provision of services concerning in particular the Clients' children, the Bookkido Platform allows Clients to enter information about their children, such as, among others, age, gender, name, and other special data. Providing such information to Bookkido is not mandatory; however, making it available to Partners may be necessary to conclude an agreement with a given Partner.

3. The Client is obliged to provide complete and accurate personal data, including data of children under their legal guardianship, and other required information during Registration and Booking, as well as to independently verify and update it without separate requests from Bookkido.

4. One e-mail address or telephone number may be associated with only one Client Account. In the event of creating several Client Accounts using the same e-mail address or telephone number, Bookkido may block the remaining Client Accounts.

5. The Client undertakes to:

- a. comply with the Terms and Conditions;
- b. enter only data to which they are entitled and which does not infringe third-party rights, in particular entering only data of children over whom they exercise custody;
- c. provide only accurate information and not conceal data which the Partner, as the organiser of specific classes, should be informed of for the proper and safe conduct of the Partner's Services;
- d. use the Platform in accordance with its intended purpose, in compliance with public morals and principles of social coexistence;
- e. not copy, modify, or disseminate the Platform's codes in a manner contrary to the Licence;
- f. hold exclusively one Client Account;
- g. maintain the confidentiality of login credentials and not share the Client Account with third parties;
- h. promptly report any unauthorised use of the Client Account;
- i. not place on the Platform content: contrary to law, public morals, or principles of social coexistence (e.g. pornographic, unethical, vulgar, or sexual in nature); related to drugs, alcohol, stimulants, or gambling; infringing third-party rights; contrary to the Terms and Conditions or damaging to Bookkido's reputation;
- j. inform Bookkido of all third-party claims arising from the Client's violation of the law;
- k. not use data of other Users for purposes other than those related to use of the Platform.

6. In the event that Bookkido determines that the Client has breached the obligations set out in these Terms and Conditions, in particular those indicated above, Bookkido is entitled to immediately terminate the Platform Usage Agreement with immediate effect and to permanently delete the Client Account, without the need for a prior call to cease the violations.

7. The Client bears full responsibility for their actions on the Bookkido Platform for Clients and for all content placed in the Client Account or Client Profile.

8. Upon placing content (including reviews) on the Platform, the Client grants Bookkido a non-exclusive, free licence to use such content to the extent necessary to ensure the functioning, promotion, and advertising of the Platform, limited territorially to the European Economic Area (EEA) and temporally to the period of use of the Platform and for 12 months after deletion of the Client Account. The Licence covers the following fields of exploitation: (a) in the scope of fixing and reproducing content – producing copies of content by any technique, including digital, magnetic recording, printing, and reprographic; (b) in the scope of trading in copies on which the content has been fixed – placing them in trade; (c) in the scope of disseminating content – public performance, display, showing, reproduction, broadcasting, retransmission, and making publicly available in such a way that each person may access it at a place and time of their choice, including on the Internet, in particular on the Platform. Consent to the use of the image of the Client or a child under the Client's legal guardianship within the content placed on the Platform must be given separately – by ticking the appropriate checkbox in the Client Account settings or during the publication of content containing the image. The absence of such consent means that Bookkido will not be entitled to use the image for promotional or marketing purposes.

9. The scope of the licence indicated above includes the right of Bookkido to use content within the Platform for the purpose of ensuring the functioning, promotion, and advertising of the Platform and content placed on the Platform by third parties and informing about the activities of the Platform – also after the Client's resignation from using the Platform and after deletion of the Client Account.

10. Consent to use the image of the Client's child within the Partner's Service must be given directly to the Partner, in accordance with the rules specified by the Partner in their terms and conditions or documents made available to the Client before making the Booking.

11. In the event that the Client places on the Platform content containing the image of a child, the Client declares that they hold appropriate consent from the child's legal guardian to the use of that image by Bookkido for the purposes specified in these Terms and Conditions. Bookkido may request the presentation of such consent in documentary form. Bookkido does not process the image of a child for marketing purposes, unless consent has been granted to the Partner and the Partner has transmitted it to Bookkido in accordance with the rules set out in the GDPR.

12. The Client, to the extent determined by generally applicable law, bears liability for damages towards Bookkido for damages that Bookkido may suffer in connection with the placing on the Platform of content published by the Client and Bookkido's use of the content under the licence and consent terms indicated above.

13. Before making a Booking, the Client has the opportunity to familiarise themselves with the current wording of the Terms and Conditions and to accept it by ticking the appropriate checkbox. Acceptance of the Terms and Conditions is a condition for making a Booking.

14. The Client may place on the Platform reviews regarding the Partner's Services that they have used as a result of making a Booking. Reviews should be consistent with the Client's actual experience and may not contain content contrary to law, violating public morals, third-party rights, or the provisions of the Terms and Conditions. The Client may edit or delete their review within 30 days of its publication, using the appropriate functions available in the Client Account. Bookkido reserves the right to remove a review that: (a) violates applicable law or the provisions of the Terms and Conditions; (b) contains personal data of third parties without their consent; (c) was submitted in an automated or mass manner; (d) was reported as illegal and deemed to be so after verification. In the event of a review being removed by Bookkido, the Client will be informed of the reason for its removal and will be entitled to submit a complaint in accordance with the procedure described in this section of the Terms and Conditions.

## **V. Bookkido's Liability**

1. Bookkido shall not be liable for:

- a. the authenticity, accuracy, completeness, currency, or reliability of data and information placed on the Platform by Users or transmitted between them;
- b. any damages arising from the non-performance or improper performance of agreements concluded by Users (including Partners) via the Platform;
- c. damages arising from Users' actions infringing the rights of third parties (including copyright, personal rights, industrial property rights);
- d. damages arising from the actions of third parties for which Bookkido bears no liability, including in particular the effects of cyberattacks, equipment failures, or IT systems independent of Bookkido;
- e. damages arising in connection with the provision of services by Partners (e.g. their improper performance, non-conformity with the description, lack of required qualifications or standards), including those infringing legal regulations;
- f. damages related to the lack of legal capacity or insolvency of Users and Partners;
- g. damages suffered by Clients as a result of blocking or deleting the Client Account due to a breach of the Terms and Conditions or legal regulations;
- h. consequences of using the Platform in a manner inconsistent with the Terms and Conditions, its intended purpose, or public morals.

2. Bookkido bears liability exclusively to the extent resulting from applicable legal regulations, limiting its liability to Clients to damages arising directly from the non-performance or improper performance of Bookkido Services in accordance with the Terms and Conditions, excluding lost profits.

3. Bookkido shall not be liable for content posted by Users (e.g. reviews), if: (a) it has no actual knowledge of their illegal nature or, with regard to compensation claims, of facts or circumstances clearly indicating such a nature; or (b) it immediately takes action to remove or disable access to illegal content upon obtaining such knowledge or notification.

4. Bookkido has the right to temporarily or completely shut down the Platform for technical works, maintenance, or updates. In the case of planned interruptions, where possible, Bookkido will inform Users via an appropriate notice.

5. Division of liability in agreements with Partners: (a) Bookkido is solely responsible for providing the Platform enabling contact between the Client and the Partner for the purpose of concluding agreements for the provision of the Partner's Services and making Bookings; (b) the Partner bears full responsibility for the performance of the Partner's Service, its conformity with the concluded agreement, handling complaints, and the exercise of consumer rights. In order to exercise consumer rights, the Client is required to contact the Partner directly.

6. Bookkido reserves the right to change, temporarily restrict, or discontinue the provision of Bookkido Services, provided that this does not violate mandatory legal regulations or the acquired rights of Users.

## **VI. Bookings. Conclusion of Agreements with Partners. Partner's Services**

1. Via the Platform, the Client may place an order for a Booking relating to services provided by Partners, in particular services intended for children under the Client's legal guardianship. The conclusion of an agreement between the Partner and the Client depends on the type of the Partner's Service: (a) **one-off or recurring classes:** the conclusion of an agreement between the Partner and the Client is effected implicitly, by the Client making a Booking via the Platform

and – if required – making a Payment, in accordance with the conditions specified in the description of the Partner's Service. (b) **day camps and holiday camps:** the conclusion of an agreement between the Partner and the Client is effected in documentary form. The agreement is generated automatically by the Platform based on the Partner's offer with the Partner's visual signature and a time stamp. The Client receives the agreement at the time of making the Booking and – if required – making the Payment. The agreement is made available to the Client on a durable medium in PDF format in the Client Account and sent to the e-mail address provided at Registration.

2. The Client receives a notification of booking confirmation via the Platform, in particular via a message in the Client Account, e-mail, or SMS. As a rule, booking confirmation is effected automatically by the Platform, provided there is a place available in the group. In exceptional cases, where manual verification of the availability of places is necessary, confirmation may take place after prior verification by the Partner, but is still transmitted to the Client via the Platform.

3. The conditions of service provision for the Client's children, including the conditions of Booking confirmation, may be specified by the Partner in the information made available to the Client on the Platform (e.g. terms and conditions, price lists). The content of such information and the generally applicable law – in particular regarding consumer rights – determine the type and content of the agreement concluded between the Partner and the Client.

4. Information on the available forms of Payment is indicated each time in the description of the Partner's Service. The Client is obliged to familiarise themselves with this information before making a Booking.

5. Booking confirmation may be conditional on the Client paying for the Partner's Service, in accordance with the form of Payment indicated in the description of the Partner's Service. Information on the obligation and the effects of making a Payment will be made available to the Client on the Platform before placing the Booking order.

6. Failure to make the required Payment may result in the Partner not confirming the Booking.

7. Cancellation conditions for Bookings are determined by the Partner and published on the Bookkido Platform for Clients. Bookkido bears no responsibility for their content or the financial consequences of cancellation, including the potential retention of funds by the Partner, regardless of the form of Payment. As a rule, a free-of-charge cancellation is possible no later than 48 hours before the commencement of the provision of the Partner's Service, unless the Partner specifies otherwise. Cancellation of a Booking does not exclude or limit consumer rights arising from applicable law, in particular the right to withdraw from a distance contract. However, Bookkido bears no responsibility for the exercise of such rights – including the refund of amounts paid – which are borne exclusively by the Partner.

8. The Client is obliged to make payment for the Partner's Service in respect of the Client's child directly to the Partner, under the conditions established by the Partner. Bookkido offers the option of making Payments via the Platform. In such a case, payment for the Partner's Service will be collected from the Client by the Payment Operator.

9. The Partner makes a refund by bank transfer to the Client's account number indicated by the Client, unless the Client has expressly agreed to a different method of refund that does not involve any costs for them.

10. The Partner bears sole responsibility towards the Client for the proper performance, non-performance, or defective performance of the service in respect of the Client's child, and for the handling of complaints and the exercise of consumer rights.

11. The main parameters affecting the positioning of Partner Profiles displayed to the Client, including in search results, are: (a) distance; (b) availability; (c) type of activity; (d) type of service (nature and type of classes); (e) average quality rating of the Partner's Services; (f) the

Partner's registration on the Bookkido Platform.

## **VII. Cancellation of Bookings and Refunds**

1. The Client may cancel a Booking in accordance with the conditions set by the Partner, which are available in the description of the Partner's Service on the Platform.
2. In the absence of different provisions in the Partner's conditions, the following standard cancellation and refund rules apply:
  - a. In the case of one-off classes - the Client may, free of charge, change the date of the classes or withdraw from participation and receive a full refund of the fee, if the cancellation or change of date takes place no later than 48 hours before the scheduled start of the classes.
  - b. In the case of recurring classes - the Client may terminate the agreement with a 30-day notice period, counted from the date of submitting the declaration of termination.
  - c. In the case of day camps and holiday camps - the Client may withdraw from participation and receive a refund of the full amount paid, if the cancellation takes place no later than 30 days before the start of the camp.
3. In the event of cancellation less than 30 days before the start of the camp, only the advance payment paid is refundable, unless the Partner decides otherwise.
4. In the event of cancellation after the indicated deadlines, a refund of the fee may not be available, unless the Partner decides otherwise.
5. Partners may specify their own cancellation and refund rules, which will take precedence over the provisions of these Terms and Conditions. The Client is obliged to familiarise themselves with the conditions of provision of the Partner's Service before making a Booking.
6. Cancellation of a Booking may be made via the functionalities available on the Platform or through direct contact with the Partner, in accordance with the information contained in the description of the Partner's Service.

## **VIII. Complaints Regarding Partner's Services**

1. Complaints regarding the non-performance or improper performance of the Partner's Services provided to Clients or Clients' children by Partners should be directed directly to the Partners.
2. The Partner bears sole responsibility towards the Client for handling complaints concerning services provided to Clients' children and for fulfilling obligations arising from generally applicable law.
3. The Partner's data necessary for submitting a complaint, including postal address, e-mail address, and other contact details, are made available in the Partner's profile.
4. Bookkido bears no responsibility for the manner in which the Partner handles complaints or for the fulfilment of their obligations towards the Client, including with regard to the refund of amounts paid by the Client.

## **IX. Complaints Regarding Improper Functioning of the Platform**

1. Clients may submit complaints regarding the improper functioning of the Platform via an appropriate notification directed to Bookkido.

2. Complaints should be submitted by e-mail to the address: reklamacje@bookkido.com.
3. Bookkido reserves the right to request the complainant to provide additional information or explanations if they are necessary for the proper consideration of the complaint.
4. Complaints will be processed within 14 days of their receipt, with Bookkido reserving the right to extend this deadline in justified cases, of which the Client will be informed.
5. The response to the complaint will be sent to the e-mail address associated with the Client Account or indicated in the complaint.
6. Any User may report to Bookkido content that they consider illegal or violating the provisions of the Terms and Conditions. The notification should contain at least: an unambiguous identification of the content considered illegal (e.g. link, screenshot), justification of why the content is considered illegal, contact details of the notifier (unless the notification is anonymous), and a declaration of good faith. Bookkido considers notifications with due diligence, promptly, no later than within 14 working days of their receipt, with the reservation that this deadline may be extended in justified cases. The decision on removing or retaining the content will be communicated to the notifier together with justification.
7. Bookkido considers notifications of violations with due diligence, within an appropriate timeframe for the nature of the notification, taking into account the requirements arising from Articles 16 et seq. of the DSA.
8. The notifier and the Client whose matter is concerned may, within 6 months of Bookkido notifying them of the decision, submit a free-of-charge complaint to the address: reklamacje@bookkido.com. The complaint may concern: (a) decisions relating to the notification of violations; (b) removal or restriction of the visibility of information on the Platform; (c) suspension or termination of services by Bookkido (in whole or in part); (d) suspension or closure of the Client Account.
9. After receiving the decision, the notifier or Client may use certified out-of-court dispute resolution bodies, and the Client may additionally: (a) refer the matter to the Permanent Consumer Arbitration Court at the Mazovian Provincial Trade Inspection Inspector (<http://spsk.wiih.org.pl/>); (b) use the EU ODR platform: <https://ec.europa.eu/consumers/odr/>.
10. In the event that the complaint is not upheld, the notifier or Client may use certified out-of-court dispute resolution bodies in accordance with Article 21 of the DSA. The list of certified bodies is available on the European Commission's website. Use of these measures does not exclude the right to pursue claims in court.
11. In the event of: (a) frequent publication by the Client of manifestly illegal content; (b) frequent submission of manifestly unfounded notifications of violations; (c) frequent submission of manifestly unfounded complaints, Bookkido, following a prior warning, may: suspend the provision of services to the Client, restrict the ability to report prohibited content, restrict the ability to submit complaints.
12. When deciding to apply sanctions, Bookkido takes into account all relevant circumstances, including: (a) the number of obviously unfounded notifications or complaints in a given period; (b) the proportion of such notifications relative to the total number of notifications; (c) the seriousness of the abuse and its consequences; (d) the possible intent of the notifier or Client.

## **X. Payments**

1. The Client may make a Payment for the Partner's Service. Bookkido bears no responsibility for the course and settlement of Payments made outside the Platform, in particular Payments made directly at the Partner's premises.

2. Bookkido has concluded an agreement with the Payment Operator to enable Partners to accept Payments from Clients.
3. The Payment Operator's Services and Payments are independent of Bookkido and do not constitute part of the Platform Usage Agreement concluded between Bookkido and the Client. Bookkido does not participate in any way in the execution or settlement of Payments by the Payment Operator.
4. Payments for the Partner's Services are executed and settled by the Payment Operator in accordance with the terms and conditions available each time on the Payment Operator's website.
5. The Client may make Payments for the Partner's Services using a credit or debit card, or another payment method made available by the Payment Operator. The Client may also use the deferred payment or instalment payment option, if such options are available for the given transaction. In the event of choosing the deferred payment or instalment payment option, the Client accepts that the Payment Operator may immediately collect funds from the Client at the time of making the booking, regardless of the date of provision of the Partner's Service.
6. A Client using Payments warrants that they are legally authorised to use the payment instruments and accounts they use within Payments.
7. The Client is responsible for the timely payment for the Partner's Services. Bookkido is not obliged to pay on behalf of the Client for the Partner's Services.
8. The Payment Operator is responsible for the proper execution of Payments, in accordance with its terms and conditions and applicable law.
9. The Client grants Bookkido a power of attorney to act on behalf of the Client towards the Payment Operator for the purpose of obtaining all information on Payments. The information received will be made available by Bookkido to the Client on the Platform, in the Client Account.
10. The Client is obliged to use Payments in accordance with applicable law and the Payment Operator's terms and conditions.
11. Available forms of Payment are bank transfer, electronic payments, or payment card (i.e. Visa, Visa Electron, Mastercard, Mastercard Electronic, Maestro).
12. The time for processing the Booking is counted from the moment of obtaining positive authorisation of the Payment, including in the case of card payment.
13. Information on the available payment methods, including the logos of card organisations (Visa, Mastercard, Maestro), is presented on the Platform's website in a prominent location, in accordance with the requirements of payment organisations.

## **XI. Technical Requirements and Client's Obligations**

1. In order to use the Platform on a computer, it is necessary to have a device enabling Internet access, the use of e-mail, and a web browser.
2. Use of the Platform requires a constant and active Internet connection.
3. The Client is obliged, at their own expense and on their own responsibility, to: (a) ensure that the technical requirements of the device are met; (b) ensure the correct configuration of the device; (c) maintain up-to-date software (including the operating system and browser); (d) maintain an active Internet connection.
4. Specific threats related to the use of the Platform include, among others, disclosing login credentials to unauthorised persons, who may make unauthorised changes to the Client Account

or Client Profile.

5. The Client is obliged to maintain the confidentiality of login credentials (including passwords) and not to disclose them to third parties.

6. Bookkido shall not be liable for damages arising from the Client's disclosure of login credentials or the Client Account to third parties.

## **XII. Personal Data. Privacy**

1. Detailed information on the legal bases, purposes, and rules for the processing of personal data by Bookkido is available in Bookkido's privacy policy ([https://bookkido.com/pl/footer/bookkido\\_polityka-prywatnosci.pdf](https://bookkido.com/pl/footer/bookkido_polityka-prywatnosci.pdf)).

2. The Client is obliged to continuously update their personal data and their children's data entered into the Platform, in particular data included in the Client Profile. Bookkido bears no responsibility for the consequences arising from the Client's provision of outdated or inaccurate data.

3. Data visible publicly and contact with Partners: (a) By providing their data, the Client agrees that their name, surname, address, telephone number, e-mail address, and children's data in respect of whom they intend to make a Booking, will be visible to Partners if they are a Partner's client; (b) the Client acknowledges that Partners may contact them directly at the e-mail address or telephone number provided during Registration or saved in the Client Profile.

4. When creating a Client Account, the Client may give additional consents to the processing of personal data, profiling, and electronic communication for purposes other than the performance of the agreement concluded with Bookkido (e.g. marketing purposes).

5. Due to the nature of the services: (a) Bookkido processes Clients' personal data as an independent controller to the extent necessary for the provision of Bookkido Services; (b) Partners process Clients' personal data as independent controllers in the scope of providing their services to Clients.

6. Scope of data transmission to Partners: (a) Bookkido makes available to the Partner via the Platform exclusively the personal data of the Client or the child in respect of whom the Booking is made, necessary to confirm the Booking and for the Partner to provide services to the Client's child; (b) the Partner becomes the controller of such data and bears full responsibility for their lawful processing, including for fulfilling the information obligations towards the Client in accordance with the GDPR; (c) the Client may additionally grant the Partner consents to the processing of their personal data or data concerning their child for other purposes (e.g. marketing).

7. Where the Partner uses tools available within Bookkido (e.g. appointment calendar, reminders, marketing modules), Bookkido processes Clients' personal data exclusively as a processor within the meaning of Article 28 of the GDPR, acting on the basis of a data processing agreement concluded with the Partner. The Controller of the data remains the Partner.

8. Due to the nature of the Platform and the making of Bookings for services (including in respect of Clients' children), Bookkido sends the Client - via the Platform, e-mail messages, push notifications, or SMS - booking confirmations and related technical correspondence. These communications are not of a marketing or commercial nature and serve exclusively to fulfil the Booking.

9. Bookkido bears no responsibility for: (a) the processing of Clients' personal data by Partners to the extent that they act as independent controllers; (b) the failure by the Partner to fulfil information obligations towards Clients; (c) the consequences arising from the withdrawal of consents or the raising of objections towards the Partner; (d) the content and manner of

fulfilment of obligations arising from Partners' privacy policies. Bookkido also bears no responsibility for the content of marketing consents given to Partners or for the manner of their fulfilment.

10. 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 Bookkido Platform for Clients.

## **XII. Amendments to the Terms and Conditions**

1. Bookkido reserves the right to amend these Terms and Conditions in particular in the event of: (a) adapting its content to generally applicable legal regulations, interpretations, or guidelines issued by competent authorities; (b) issuance of a ruling, decision, or other act by a court or authorised body affecting the content of the Terms and Conditions; (c) the need to prevent violations of the Terms and Conditions, counteract abuse, or remove interpretive ambiguities; (d) changes in Bookkido's identifying data (e.g. name, address, legal form); (e) changes in technical parameters, functionalities, or security; (f) changes in the form, manner, or conditions of provision of Bookkido Services; (g) the introduction of new services or functionalities.

2. Amendments to the Terms and Conditions will be published in consolidated form on Bookkido's website (at the URL: <https://bookkido.com>) and made available on the Platform together with information on their content and date of entry into force.

3. Bookkido will inform Clients of amendments to the Terms and Conditions at least 15 days before they come into force, by sending a notification: (a) to the e-mail address associated with the Client Account, or (b) in the form of internal correspondence on the Platform (a message to the Client Account).

4. A Client who does not accept the amendments to the Terms and Conditions has the right to request the deletion of the Client Account by submitting a declaration in documentary form (e.g. e-mail), within 15 days of receiving the notification of the amendment.

5. Deletion of the Client Account results in the termination of the Platform Usage Agreement.

6. The absence of an objection within the above deadline is equivalent to acceptance of the amendments to the Terms and Conditions.

7. Amendments come into force upon the expiry of the deadline indicated in the notification, with the reservation that the Client's use of the Platform after that deadline is equivalent to acceptance of the amended Terms and Conditions.

## **XIII. Final Provisions**

1. The Client may contact Bookkido: (a) by e-mail at the address: [kontakt@bookkido.com](mailto:kontakt@bookkido.com); (b) by telephone at the number provided on the platform.

2. Bookkido designates a single point of contact within the meaning of the DSA provisions: [dsa@bookkido.com](mailto:dsa@bookkido.com). The point of contact is available both to public authorities and to Users. All questions, requests, or notifications regarding illegal content, moderation decisions, or other matters related to the functioning of the Platform in the context of the DSA may be directed to the above e-mail address.

3. Bookkido reserves the right to update the template agreement concluded between the Partner and the Client to the extent not changing the essential conditions of provision of the Partner's Services, in order to comply with legal or technical requirements. The current template agreement is available on the Platform.

## **ANNEX NO. 1 - TEMPLATE WITHDRAWAL STATEMENT FROM THE PLATFORM USAGE AGREEMENT**

(Complete and return this form only if you wish to withdraw from the Platform Usage Agreement)

Timeloco sp. z o.o.

ul. Zielona 38B, 08-530 Dęblin

e-mail: kontakt@bookkido.com

I hereby inform you of my withdrawal from the Bookkido Platform Usage Agreement concluded on:

Name and surname of the Client:

Address of the Client:

E-mail address associated with the Client Account:

Date: