

BOOKKIDO PLATFORM TERMS AND CONDITIONS FOR PARTNERS

I. Definitions

1. **Subscription** – a model of access to the functionalities of the Bookkido Platform for Partners, which may take the form of:

a. **Free Subscription** – enabling the use of a limited range of functionalities of the Bookkido Platform for Partners, in accordance with the scope indicated in the Price List;

b. **Paid Subscription** – enabling access to the full range of functionalities of the Bookkido Platform for Partners, in accordance with the scope indicated in the Price List. Within the Paid Subscription, a Surcharge may be charged (as defined below). The Paid Subscription may be subject to promotional conditions set out in separate promotion terms and conditions.

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. **Price List** – specifies the scope of basic Bookkido Services and the amount of Fees charged to Partners for the Bookkido Services provided. Details of the Bookkido Price List are available in the Partner Account on the Platform.

4. **Surcharge** – an additional fee charged within the Partner's use of the Paid Subscription model, in accordance with the rules set out in the Price List. The Surcharge is charged at the beginning of each calendar month for every commenced 100 active Clients assigned to the Partner's offers, beyond the limit of the first 100 Clients. The number of active Clients is determined based on the status as of the last day of the previous month. An active Client is a Client assigned to any of the Partner's offers.

5. **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).

6. **Client** – an adult natural person who has created an 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.

7. **Partner Account** – part of the Platform together with a set of IT solutions enabling logged-in Partners to use the Platform.

8. **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.

9. **Fees** – fees payable by the Partner to Bookkido for the provision of Bookkido Services, i.e. Success Fee, Paid Subscription, Surcharge and/or fees for additional services specified in the Price List. The detailed rules for charging and the amount of Fees are set out in the current Price List available in the Partner Account on the Platform. When using promotional conditions, the rules for charging Fees may be specified in separate promotion terms and conditions.

10. **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.

11. **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>.

12. **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>.

13. **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.

14. **Partner Profile** – a profile created by Bookkido on the Bookkido Platform for Partners, enabling the identification of the Partner and the use of Bookkido Services, or a profile created independently by the Partner on the Bookkido Platform for Partners, enabling the identification of the Partner and the use of Bookkido Services.

15. **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.

16. **Terms and Conditions** – these Terms and Conditions of the Bookkido Platform for Clients.

17. **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.

18. **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.

19. **P2B Regulation** – Regulation (EU) 2019/1150 of the European Parliament and of the Council of 20 June 2019 on promoting fairness and transparency for business users of online intermediation services.

20. **Success Fee** – a fee charged at the end of each calendar month for each new Client acquired by the Partner via the Platform, regardless of the model chosen by the Partner for using the Platform. The amount of the Success Fee and the detailed rules for its calculation are set out in the Price List available in the Partner Account.

21. **Agreement** – an arrangement between Bookkido and the Partner concerning the provision of Bookkido Services and the Partner's use of the Platform, under the terms set out in the Terms and Conditions and all other documents required by Bookkido from time to time and accepted by the Partner in the process of activating the Bookkido Service.

22. **Data Processing Agreement** – an agreement under which the Partner entrusts Bookkido with all personal data that the Partner, as their controller, will process on the Platform while using Bookkido Services. The Data Processing Agreement constitutes a mandatory and integral part of the Terms and Conditions, and the moment of acceptance of the Terms and Conditions in the Registration process also constitutes the moment of conclusion of the Data Processing Agreement. The Data Processing Agreement constitutes Annex No. 1 to the Terms and

Conditions.

23. **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.

24. **Bookkido Services** – free and paid services provided by Bookkido to the Partner.

25. **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. General Provisions

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 Partners 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 Services and making purchases, including paying for them and making Bookings, as well as promoting the Partner's Services and increasing their visibility compared to other service providers.

3. The parties to agreements concerning the Partner's Services are exclusively Users, and only they bear mutual responsibility for their proper performance. The Partner bears exclusive responsibility towards Clients for the services provided, as well as the consequences of their non-performance.

4. The rules and conditions for Clients' use of the Bookkido Platform for Clients and making Bookings are set out in the Terms and Conditions of the Bookkido Platform for Clients available at the URL: <https://bookkido.com>.

5. Bookkido grants Partners access to the Platform, enabling direct contact between the Client (using the Bookkido Platform for Clients) and the Partner. Via the Platform, Partners may advertise, promote, and offer the Partner's Services on the Internet and directly to Clients. The Platform is available on the Internet via the website <https://bookkido.com>.

6. Bookkido Services include, among others:

- a. ensuring the operation of the Platform, including access to the Partner Account;
- b. enabling the creation of a Partner Profile, its completion, editing, deletion, and sharing of the Partner's Services;
- c. enabling the booking of the Partner's Services;
- d. enabling payments for booked Partner's Services after acceptance of the payment terms and conditions;
- e. technical support in the process of purchasing the Partner's Services;
- f. ability to send/receive notifications from Clients, including regarding Bookings;
- g. others specified in the Price List.

7. The functionalities of the Platform available to the Partner, including the methods/channels for booking the Partner's Services, as well as the appearance of the Platform itself, depend on the current availability of the given solutions. Bookkido is continuously developing the Platform, so the technical conditions of its use will change.

8. The scope of available functionalities within the Free Subscription and the Paid Subscription is specified each time in the Price List available in the Partner Account. The Partner gains access to the paid functionalities of Bookkido Services upon payment of the fees provided for in the Price List.

9. During the registration process, the Partner enters all data necessary for Bookkido to issue correct VAT invoices. The submitted data must be continuously updated by the Partner to ensure it reflects the actual state of affairs.

10. Communication between Bookkido and the Partner takes place via e-mail or by telephone using the contact details appearing in the Partner Profile. The Partner bears exclusive liability for damages suffered as a result of providing false data, failure to update data, or failure to receive messages or enter into communication with Bookkido.

11. All data and information is provided by the Partner voluntarily; however, refusal to provide the necessary data identifying the Partner and their business makes it impossible to enter into cooperation with Bookkido and to use Bookkido Services.

12. A Partner Profile may be assigned to only one person or entity; however, the Partner may create more than one Partner Profile and thereby offer a wider range of services.

III. Rules for Concluding and Terminating the Agreement

1. The Agreement between Bookkido and the Partner is concluded by the Partner independently completing the registration form available on the Bookkido Platform for Partners, finalised by accepting the content of the Terms and Conditions containing the Data Processing Agreement (which is equivalent to concluding the Data Processing Agreement) and other documents required by Bookkido at the time.

2. In the registration form when setting up the Partner Account, the data whose provision is necessary to set up the Partner Account and to use the Platform is highlighted and marked.

3. The date of conclusion of the Agreement between Bookkido and the Partner is the date on which the Terms and Conditions are accepted during the Registration process.

4. The Agreement is concluded for an indefinite period. The Partner may terminate the Agreement at any time, including during an ongoing billing period. Termination does not result in a refund of the subscription fee for the current billing period; however, the fee will not be charged from the following month. A change of subscription model by the Partner (e.g. from free to paid or vice versa) constitutes a change of the conditions of use of the Platform. If the Partner makes this change in the Partner panel, it is equivalent to resigning from the previous model but does not result in the termination of the Agreement, unless the Partner expressly ticks the checkbox regarding termination of the Agreement in the Partner Profile or sends an appropriate statement to Bookkido's e-mail address (kontakt@bookkido.com).

5. The billing period is a calendar month.

6. Specific Bookkido Services specified in the Price List may provide for a minimum period for which the Partner undertakes to activate the given service. In such a case, the termination of the Agreement submitted by the Partner will be effective at the earliest from the moment of the expiry of the period for which such Bookkido Service was activated.

7. In the event of using paid Bookkido Services, termination of the Agreement shall not affect the Partner's obligation to pay Fees charged to Bookkido during the term of the Agreement.

8. A Partner concluding the Agreement within the framework of sole trader activity, for purposes not related to their professional activity, has the right to withdraw from the Agreement within 14 days from the date of its conclusion, without providing any reason, unless the Partner has

consented to the commencement of the provision of Bookkido Services before the expiry of the withdrawal period.

9. A declaration of withdrawal from the Agreement may also be submitted in the manner provided for the submission of declarations of termination of the agreement, in any way clearly expressing the Partner's will to withdraw from the Agreement, indicating data enabling identification of the Partner. The Partner may also use the declaration indicated in Annex No. 2 to these Terms and Conditions for this purpose.

IV. Detailed Conditions of Service Provision on the Platform

1. The Partner is obliged to provide Bookkido with complete and accurate personal data, invoicing data, contact data, and other data required by Bookkido, and to verify and update it without any requests from Bookkido. Bookkido sends all notifications regarding Agreements, Bookkido Services, Partner Accounts, and the Platform, as well as invoices, to the data provided by the Partner (e-mail, telephone). Accordingly, Bookkido shall not be liable for any damages suffered by the Partner caused by the provision of false data, failure to update data, or failure to receive messages/communications directed by Bookkido.

2. In order to enable Partners to use the Platform, along with the conclusion of the Agreement, Bookkido grants Partners a non-exclusive, non-transferable, non-assignable, limited licence to use the Platform for the duration of the Agreement, limited to the territory of the Republic of Poland, taking into account the extraterritorial nature of the Internet ("Licence for the Partner's Benefit"). The above Licence for the Partner's Benefit acknowledges that use of the Licence for the Partner's Benefit in a manner inconsistent with the Terms and Conditions may result in an infringement of Bookkido's economic copyright in the Platform and the legal liability of the Partner.

3. Creating a Partner Account on the Platform by the Partner is equivalent to:

- a. acknowledging and accepting the provisions of the Terms and Conditions and all other documents made available by Bookkido from time to time;
- b. concluding the Agreement and the Data Processing Agreement;
- c. making a declaration that all data provided to Bookkido by the Partner is current and accurate;
- d. authorising Bookkido to process the Partner's personal data saved in the Partner Account for the purpose of providing services within the Platform and for diagnostic and statistical purposes;
- e. making a declaration that the Partner is an entrepreneur within the meaning of generally applicable law;
- f. granting Bookkido authorisation to generate, on behalf of the Partner, agreements in documentary form with the Partner's visual signature and a qualified time stamp, in the case of services such as day camps and holiday camps.

4. The Partner agrees to:

- a. Clients contacting them directly at the e-mail address or telephone number provided by the Partner;
- b. the data provided by them, including personal data and information, including photographs made available by them on the Platform and Partner Profile, being visible to other Partners and Clients, as well as to all users of the Internet;

c. Bookkido sending messages on the Platform, including notifications about changes to the Platform, in particular about technical interruptions in the operation of the Platform, changes to the Terms and Conditions, new content published on the Platform, new messages and events on the Platform – via direct messages on the Platform and to the e-mail address indicated in the registration form.

5. Partner Profiles created in breach of the above provisions will be removed by Bookkido.

6. The Partner undertakes that:

a. when entering data into the Platform, Partner Account, or Partner Profile, their actions will not infringe the rights of third parties;

b. all information and data provided by them on the Platform, Partner Account, Partner Profile, and social media will be accurate.

7. The Partner may place on their Partner Profile content belonging to them, in particular such as photographs, videos, graphics, logos, descriptions and texts ("Partner's Content"). Upon placing any Partner's Content on the Platform by the Partner, the Partner grants Bookkido a non-exclusive, free, territorially unlimited licence ("Licence for Bookkido's Benefit"), to use the Partner's Content placed on the Platform in accordance with the Terms and Conditions, for the entire duration of the Agreement, in the following fields of exploitation known at the time of granting the Licence for Bookkido's Benefit:

a. in the scope of fixing and reproducing the Partner's Content – producing copies of such content by a specific technique, including by digital technique, magnetic recording, and printing and reprographic technique;

b. in the scope of trading in originals or copies on which the Partner's Content has been fixed – placing originals or copies of the work in trade;

c. in the scope of disseminating the Partner's Content in a manner other than that specified under letter b) above – public performance, display, showing, reproduction, broadcasting and retransmission, as well as making such content publicly available in such a way that each person may access it at a place and time of their choice, including making such content available on the Internet, in particular on the Platform;

whereby the Partner undertakes that the use of the Partner's Content covered by the Licence for Bookkido's Benefit in a manner consistent with the scope of the Licence described above will not infringe anyone's copyright, including personal copyright, in particular with regard to the right to mark the work with the author's name and surname. After the termination of the Agreement, Bookkido shall cease to use the Partner's Content, unless the Partner gives separate consent to their further use.

8. The scope of the Licence for Bookkido's Benefit specified in the above provision includes the right of Bookkido to:

a. use the Partner's Content and content placed on the Platform by third parties, for the purpose of providing services, for informational purposes, and for the promotion or advertising of the Partner, Platform, or Bookkido Platform for Clients – also after the Partner's resignation from using Bookkido Services, after the deletion of the Partner Account, and after the removal from the Platform of the Partner's Content;

b. use the Partner's Content made available on the Platform without territorial limitations;

c. grant further licences to use the Partner's Content within the scope of the Licence for Bookkido's Benefit held.

9. The Partner may independently place within the Platform, including on their Partner Profile, their logo/trade name (name), which constitutes a trademark subject to right of protection

("Logo"). The Partner is aware that upon placing the Logo, they grant Bookkido consent to use the Logo for the purpose of providing services, for informational purposes, and for the promotion or advertising of the Partner, Platform, or Bookkido Platform for Partners, in particular on the Internet, without temporal or territorial limitations. The Partner undertakes not to withdraw such consent, and in the event of withdrawal in breach of the above obligation, Bookkido is not required to remove the Logo disseminated before the date of withdrawal of consent.

10. If the Partner has placed on the Platform or social media content containing the image of a third party, the Partner declares and warrants that they have the authorisation of that person to use their image, and that placing the content on the Platform, granting the Licence for Bookkido's Benefit to the extent specified in sections 7-8, and Bookkido's use of the Content in accordance with the conditions of the Licence for Bookkido's Benefit, will in no way infringe the rights of that person.

11. The Partner bears full liability for damages towards Bookkido for any damages that Bookkido may suffer in connection with the placing of the Partner's Content on the Platform and Bookkido's use of such Content under the conditions of the Licence for Bookkido's Benefit, and the use of content placed on social media. In the event that any claims are directed against Bookkido by any third parties, the Partner will indemnify Bookkido from all liability and cover all reasonable costs associated therewith.

12. The Partner is liable as for their own actions or omissions for the actions and omissions of persons whose assistance they use in using the Platform, in particular their employees and associates.

13. Furthermore, the Partner undertakes to:

- a. enable Bookkido to carry out verification of the content placed on the Platform and in Partner Accounts and Partner Profiles in terms of their authenticity and compliance with the Terms and Conditions, in particular by providing a current telephone number and providing additional explanations;
- b. not use any content belonging to Bookkido for purposes other than the proper use of the Platform;
- c. not use any content belonging to other Partners or Clients without their express consent;
- d. not conduct, including via the Platform, any activity and not place on the Platform, in their social media profiles, Partner Account, or Partner Profile any content (including information, photographs, texts, and others): (i) infringing the law, contrary to public morals or the principles of social coexistence (including: pornographic, suggesting a sexual nature of services, aimed at promoting a given service through content of a sexual, ambiguous, or unethical nature), (ii) related to drugs, designer drugs, alcohol, or other stimulants, as well as the organisation of gambling games, (iii) infringing the rights and personal interests of third parties, (iv) infringing the rules of fair competition, (v) infringing the provisions of the Terms and Conditions, (vi) related to or referring to tantra and similar practices, or (vii) damaging the good name, reputation, or standing of Bookkido (respectively "Prohibited Activity" and "Prohibited Content");
- e. use the Platform only in a manner consistent with its intended purpose;
- f. not copy, modify, distribute, or reproduce all or part of the Platform;
- g. not offer or advertise services or products whose sale or advertising is prohibited or restricted under applicable law, or whose offering or trading is prohibited under applicable regulations;
- h. not grant third parties access to the Partner Account, with the exception of authorised employees and associates – the Partner is solely responsible for the confidentiality and security of their Account, including keeping passwords and login details secret;

- i. immediately inform Bookkido of any unauthorised use of the Partner Account by third parties;
- j. immediately inform Bookkido if third parties assert their claims in connection with the Partner's violation of the law via the Platform.

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 an 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.

7. Bookkido is never a party to agreements concluded between the Partner and the Client, in particular in connection with a Booking made by the Client. Accordingly, Bookkido bears no liability for the actions or omissions of the Client, including payments made by the Client for the Partner's Service or any other payment due to the Partner from the Client. The Partner is obliged to provide the Partner's services in accordance with applicable law and is solely responsible towards the Client for any breaches thereof. In particular, the Partner undertakes to provide the Client with the information required by law and in the manner required by law, and undertakes to enable Clients to exercise their consumer rights.

8. Bookkido is entitled to carry out verification activities aimed at controlling the content placed on the Platform and Partner Accounts and Partner Profiles in terms of their authenticity and compliance with the Terms and Conditions.

9. In the event of:

a. Bookkido receiving an official notification, other type of information, or becoming aware in any other manner of a suspicion of Prohibited Activity being conducted by the Partner or Prohibited Content being published;

b. the Partner's breach of the terms of the Agreement, including the provisions of the Terms and Conditions, or acting in a manner aimed at circumventing them, including manipulation of the price of the Partner's Service or the status of a Booking;

c. offensive behaviour towards Clients, other Partners, employees, and associates of Bookkido (including through threats, use of profanity, and the like);

d. Bookkido becoming aware of: (i) the Partner's behaviour that endangered the Client's health or caused bodily harm or other health damage to the Client, or (ii) repeated complaints or negative reviews from Clients regarding the level of the Partner's services or other behaviour towards Clients or accompanying the provision of services,

10. Bookkido has the right to take one or more of the following remedial actions (at Bookkido's sole discretion) ("Remedial Actions").

11. Remedial Actions include the following options:

a. calling on the Partner to immediately remove from the Platform/Partner Profile any Prohibited Content or to update the content, under threat of refusal to place content on the Platform/Partner Profile, blocking access to such content, or removing it; or

b. calling on the Partner to immediately cease violating or circumventing the Agreement, including the Terms and Conditions; or

c. refusing to place content on the Platform/Partner Profile, immediately blocking access to content placed on the Platform/Partner Profile, removing content from the Platform/Partner Profile;

d. temporarily or permanently blocking specific functionalities or packages used by the Partner;

e. blocking or deleting the Partner Account/Partner Profile or terminating the Agreement with immediate effect, without notice ("Sanctioning Termination").

12. Bookkido's taking of any remedial actions, including a Sanctioning Termination, does not release the Partner from the obligation to pay Fees charged for Bookkido Services up to the

moment of the Sanctioning Termination/taking of the Remedial Action. In the case of promotions with contractual penalties, this constitutes a basis for charging contractual penalties for early termination of the agreement through the Partner's fault.

13. In the situations referred to above, Bookkido will notify the Partner via e-mail or via the Platform of the intention to block access to the Partner's Content, to remove content from the Platform/Partner Profile, to block the Partner Account, or of the Sanctioning Termination. In urgent cases, Bookkido will block access to the Content, remove content from the Platform/Partner Profile, or block the Partner Account without prior notification of such an intention.

14. In the event that any claims are directed against Bookkido, or a legally justified request for the disclosure of the Partner's data is made by authorised bodies or by an entity intending to pursue claims, Bookkido is entitled to review the factual situation and to potentially secure and transmit the Partner's data and other information placed on the Platform necessary for the realisation and securing of potential claims or the fulfilment of requests.

15. Bookkido's total liability under the Agreement and services provided via the Platform does not include lost profits and is limited in aggregate to the amount constituting the sum of Bookkido's remuneration received from the Partner in the three months preceding the date on which the damage occurred. Bookkido bears liability to Partners exclusively for damages suffered by Partners as a result of using the Platform and only such damages as arose exclusively through Bookkido's wilful misconduct.

16. Bookkido shall not be liable to the Partner for:

- a. taking any of the actions referred to above;
- b. interruptions in the functioning of the Platform arising from reasons beyond Bookkido's control, in particular constituting force majeure or indicated in section 10 below;
- c. the functioning of IT systems and telecommunications networks when payments are made by Clients via the Platform and the Bookkido Platform for Clients;
- d. technical problems or difficulties on the part of the Partner related to the operation of computer or telecommunications equipment or access to the Internet, which impede or prevent the use of the Platform or services offered via it;
- e. the authenticity, reliability, accuracy, accuracy, completeness of data and information placed on the Platform by the Partner and transmitted by the Partner via the Platform;
- f. damages caused by the Partner in connection with the functioning of the Platform or their activity therein, including those related to the breach of the Terms and Conditions, unauthorised use of data made available via the Platform, providing inaccurate, incomplete, or outdated data and information, or failure to update it;
- g. damages caused by the Partner through the infringement of third-party rights, as well as damages caused by third-party actions;
- h. damages caused by the Partner in connection with non-performance or improper performance of agreements concluded via the Platform or Services;
- i. damages suffered by the Partner due to the actions or omissions of the Client;
- j. the content of reviews published by Clients on the Bookkido Platform for Clients;
- k. the effectiveness of marketing activities conducted by Partners for Clients via the Platform.

17. In the event of termination of the Agreement by Bookkido, the Partner Account and all associated data and information are permanently blocked. Bookkido will notify the Partner of the

termination and permanent blocking of the Account. In the event of termination of the Agreement by Bookkido and permanent blocking of the Account, the Partner has no claims against Bookkido in connection therewith. At the Partner's request, Bookkido will transfer to them the data and information belonging to the Partner stored by them on the Platform within 3 months of the termination of the Agreement. After this period, such data will be deleted.

18. Bookkido, in accordance with Article 6 of the DSA, shall not be liable for content stored on the Platform after it has been introduced by the Partner, provided that:

- a. it has no actual knowledge of illegal activities or illegal content, and for compensation claims – is unaware of facts or circumstances that clearly indicate illegal activities or illegal content; or
- b. it takes prompt appropriate action to remove or disable access to illegal content upon obtaining such knowledge or notification.

VI. Fees and Invoicing

1. For the use of paid Bookkido Services, the Partner is obliged to pay Fees in accordance with the rules set out in the Terms and Conditions and in the Price List available in the Partner Account.

2. The process of settling Fees proceeds as follows:

- a. Bookkido issues the Partner with an order or proforma invoice covering the Fees due (including, inter alia, Subscription, Success Fee, Surcharge, and fees for additional services);
- b. the Partner makes payment via the Payment Operator, in accordance with the rules set out in the Payment Operator's terms and conditions;

3. After the payment is recorded, Bookkido issues the Partner with a VAT invoice, which is sent electronically to the e-mail address indicated by the Partner.

4. By accepting the Terms and Conditions, the Partner consents to receiving electronic invoices in PDF format, in accordance with applicable law. Electronic invoices are considered delivered at the moment they are introduced to an electronic means of communication in a manner enabling the Partner to acquaint themselves with their content.

5. In the event of withdrawal of consent to receive electronic invoices, Bookkido will send invoices in paper form to the Partner's address, for an additional fee specified in the Price List.

6. Failure to settle Fees by the deadline results in the suspension of Bookkido Services and the blocking of the Partner Account. Resumption of services takes place after the payment is recorded or proof of its completion is submitted, in accordance with the procedure described on the Platform.

VII. 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:** In the case of services such as 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:** In the case of services such as 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.

2. In the case of services requiring additional documents (e.g. parental consents, participant registration forms), the Partner may make them available to the Client via the Platform or outside it.

3. The Partner is a party to the agreement concluded with the Client and bears sole responsibility for the proper performance, non-performance, or improper performance of the Partner's Service, including for the conformity of the provision with the description, handling complaints, and the exercise of consumer rights.

4. Bookkido is not a party to the agreement concluded between the Partner and the Client and bears no responsibility for its performance.

5. 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.

6. 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.

7. 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.

8. 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.

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

10. 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. Bookkido, however, bears no responsibility for the exercise of such rights – including the refund of amounts paid – which are borne exclusively by the Partner.

11. 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.

12. The Partner makes a refund using the same method of payment as used by the Client, unless the Client has expressly agreed to a different method of refund that does not involve any costs for them.

13. 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.

14. 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.

VIII. 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.

7. The refund will be made by bank transfer by the Partner to the Client's account indicated in the Client's profile.

IX. 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 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.
5. The Partner is obliged to ensure the compliance of the provision of the Partner's Services with applicable law, including in particular with the Act on Consumer Rights and the GDPR provisions, as an independent controller of Clients' personal data.

X. Adding Reviews

1. The Client may add on the Platform a review of Partners and the Partner's Services provided ("Review"). Each Review contains a star rating (on a scale of 1 to 5, where 1 represents the worst and 5 the best) and the content of the Review.
2. Bookkido ensures that Reviews come exclusively from Clients who have used the Partner's Services or made a Booking. The Client may add a Review only after the Partner's Service has been completed.
3. All Reviews added by Clients are automatically published on the Partner Profile. Each person, including one without an account on the Platform for Clients, has access to all published Reviews. Reviews are presented on the Partner Profile chronologically, i.e. from the newest to the oldest, in accordance with the date of publication.
4. The Partner Profile displays statistics relating to published Reviews, i.e. the number of published Reviews broken down by individual ratings (stars) and the Partner's average rating. The Partner's average rating is calculated as the arithmetic mean of all published Reviews concerning the given Partner.
5. Responses to Reviews may not contain content:
 - a. constituting Prohibited Content, i.e. content (including information, photographs, texts, and others): (i) infringing the law, contrary to public morals or the principles of social coexistence (including: pornographic, suggesting a sexual nature of services, aimed at promoting a given service through content of a sexual, ambiguous, or unethical nature), (ii) related to drugs, designer drugs, alcohol, or other stimulants, as well as the organisation of gambling games, (iii) infringing the rights and personal interests of third parties, (iv) infringing the rules of fair competition, (v) infringing the provisions of the Terms and Conditions, (vi) related to or referring to tantra and similar practices, or (vii) damaging the good name, reputation, or standing of Bookkido;
 - b. defamatory or unethical in nature, in particular they may not contain vulgar and offensive expressions, refer to private and family life, or incite violence or hatred, including racial, religious, or ethnic hatred, or towards sexual minorities.
6. The Partner undertakes not to place on their Partner Profile or on the profiles of other Partners, Reviews about themselves or the services they provide. Persons employed by or cooperating with

the Partner may not mutually add Reviews about other persons employed by or cooperating with that Partner, and professionals of the same specialisation may not mutually add Reviews about each other.

7. A Partner who has added a response to a Review may edit it in the Partner Account at any time. Bookkido does not edit responses to Reviews added by the Partner.

8. A Partner who has added a response to a Review may delete it in the Partner Account at any time.

9. Bookkido has the right to remove a published response to a Review in the following situations:

a. in Bookkido's assessment, the response to the Review is contrary to the Terms and Conditions or applicable law;

b. Bookkido has received a final court judgment or decision of an authority ordering the removal of the response to the Review.

10. In the event of removal of a response to a Review, the Partner has the right to re-add a response to the Review at any time.

11. It is prohibited for the Partner to introduce changes to a Booking for the purpose of preventing the Client from adding a Review. If the Partner introduces changes to a Booking in such a way that the Client is unable to add a Review, Bookkido will provide the Client with the opportunity to add one after the Client presents proof confirming the use of the Partner's Service.

XI. Complaints Regarding Improper Functioning of the Platform

1. Partners 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. Complaints will be processed within 30 days from the date of their receipt by Bookkido. In complex cases, or where the consideration of the complaint is not possible within the above deadline for reasons beyond Bookkido's control, Bookkido reserves the right to extend the deadline for considering the complaint.

4. Bookkido reserves the right to request the complainant to provide information or explanations where required for the consideration of the complaint. Explanations or information should be provided by the Partner promptly, no later than within 14 days. In the event of failure to meet this deadline, Bookkido is entitled to leave the complaint without consideration and bears no liability in this regard.

5. Bookkido's decision on the complaint will be sent to the e-mail address indicated in the Agreement or from which the complaint was submitted.

6. Anyone may report to Bookkido content that they consider to be illegal.

7. Within six months from the date of notification by Bookkido of the decision, the complainant or the Partner in the matter concerning them may submit a free-of-charge complaint via the form made available to them. The complaint referred to in the preceding sentence is available to:

a. the complainant in matters relating to the decision on the notification referred to in section 6 above;

b. the Partner in matters relating to the decision to remove information or to prevent access to it or to restrict the visibility of information;

- c. the Partner in matters relating to the decision to suspend or terminate the provision of the service, in whole or in part;
- d. the Partner in matters relating to the decision to suspend or close their Account;
- e. the Partner in matters referred to in the P2B Regulation.

Bookkido will consider the complaint within a reasonable time.

8. The Partner or the complainant in the matter of a decision directed at them, referred to in section 7(a)-(d) above, may use any certified out-of-court dispute resolution bodies.

9. The Partner, in the matters referred to above, may use mediation conducted by one of the mediators from the Mediation Centre of the National Bar Association of Legal Advisers, subject to prior consent by Bookkido to mediation. When bringing matters to mediation, the Partner is aware that they may be charged by the mediator with part of the costs of such proceedings, and Bookkido will bear only a reasonable part thereof. The list of mediators and the rules of mediation proceedings are available at: <https://mediacje.kirp.pl/>.

10. In the event of frequent transmission of manifestly illegal content, frequent submission of manifestly unfounded notifications, or frequent submission of manifestly unfounded complaints, Bookkido, following a prior warning, suspends for a reasonable period, respectively, the provision of services to the Partner, the ability to consider notifications via the mechanism, or the ability to submit complaints.

11. When deciding to apply the sanctions referred to in section 10 above, Bookkido, with due diligence, takes into account all relevant facts and circumstances arising from the available information, including in particular:

- a. the number of manifestly unfounded notifications or complaints that have been accordingly transmitted, made, or submitted in a given period;
- b. the relative proportion of such a number to the total number of information or notifications accordingly transmitted or made in a given period;
- c. the gravity of the abuse and its consequences;
- d. the intent of the Partner or the complainant referred to in section 6 above, if it can be determined.

XII. Payments

1. The provisions of the first fifteen sections apply exclusively to electronic Payments made via the Payment Operator. Payments made outside the Platform (e.g. in cash or by direct bank transfer) are not covered by these rules and take place under conditions established directly between the Partner and the Client.

2. The Partner may use Payments if they:

- a. accept the Payment Operator's terms and conditions, which results in the conclusion of a payment processing agreement directly between the Partner and the Payment Operator, and
- b. activate Payments on the Platform for Partners.

3. Bookkido has concluded an agreement with the Payment Operator to enable Partners to accept Payments from Clients.

4. The Payment Operator's Services and Payments are independent of Bookkido and do not constitute part of the Agreement concluded between Bookkido and the Partner. Bookkido does not participate in any way in the execution or settlement of Payments by the Payment Operator.

5. 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. The ordering, authorisation, and execution of Payments is governed by the Payment Operator's terms and conditions.

6. 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, i.e. at the time of making the booking, regardless of the date of provision of the Partner's Service.

7. A Client using Payments warrants that they are legally authorised to use the payment instruments and accounts they use within Payments.

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 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.

10. The Partner 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 Partner on the Platform.

11. The Client is obliged to use Payments in accordance with applicable law and the Payment Operator's terms and conditions.

12. Available forms of Payment are bank transfer, electronic payments, or payment card (i.e. Visa, Visa Electron, Mastercard, Mastercard Electronic, Maestro).

13. The time for processing the Booking is counted from the moment of obtaining positive authorisation.

14. 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.

15. The Partner is obliged to use Payments in accordance with applicable law and the agreement binding them with the Payment Operator, including the Payment Operator's terms and conditions.

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

XIII. Technical Requirements and Partner'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 Partner 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.
6. 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 Partner Account or Profile.
7. The Partner is obliged to maintain the confidentiality of login credentials (including passwords) and not to disclose them to third parties.
8. Bookkido shall not be liable for damages arising from the Partner's disclosure of login credentials or the Partner Account to third parties.

XIV. Personal Data. Privacy

1. To the extent that Bookkido and the Partner process the personal data of Clients for their own independently determined purposes, they are independent controllers of such personal data. In particular, Bookkido is the controller of the Client's personal data processed in connection with the account held on the Bookkido Platform for Clients, and the Partner is the controller in the scope in which it provides its services to the Client. In the cases referred to in sections 3 and 5 below, Bookkido will process personal data in the capacity of a processor, and such processing will be carried out on the documented instruction of the Partner, who is the controller of the personal data entrusted to Bookkido for processing.

2. At the time of confirmation of the Booking, an agreement is concluded between the Client and the Partner for the provision by the Partner of the Partner's Services to the Client. Furthermore:

- a. the Client may grant the Partner, on the Platform for Clients, consent to the processing of their personal data for purposes specified by the Partner and consent to marketing communication;
- b. Bookkido makes available to the Partner via the Platform the Client's personal data necessary for the Partner to provide services to that Client, and the Partner becomes the controller of the personal data of such a Client, and as such is obliged to comply with the rules set out in the GDPR and bears the resulting liability.

3. Independently, in order to enable Bookkido to provide services to the Partner within the Platform, for which processing is necessary:

- a. personal data of Clients who have made Bookings;
- b. personal data of the Partner's clients who have concluded an agreement with the Partner for the provision of services outside the Platform, if the Partner enters such data into the Platform;
- c. personal data of persons used by the Partner in using the Platform (employees, associates, contractors, etc.);
- d. personal data of Clients and the Partner's clients who have consented to the sending of marketing communications by the Partner;

it is necessary for the Partner to entrust the processing of such persons' personal data, and accordingly the Partner and Bookkido conclude the Data Processing Agreement.

4. The Partner is aware that termination of the Data Processing Agreement will result in the impossibility of Bookkido providing Bookkido Services to the Partner under the Agreement, to the extent requiring the processing of data for which the Partner is the controller, and accordingly upon termination of the Data Processing Agreement – pursuant to Article 475 §1 of the Civil Code – Bookkido's obligations in this regard shall expire.

5. When the Partner uses the tools available within Bookkido Services, Bookkido will process the Client's/Partner's client's data on behalf of the Partner in accordance with the rules set out in the Data Processing Agreement.

6. The purposes for which the Partner may process their clients' data, including Clients – as defined in the Terms and Conditions, will depend on the legal bases for processing personal data identified by the Partner as the data controller.

7. Bookkido bears no responsibility for the scope of personal data of the Partners' clients, including Clients – as defined in the Terms and Conditions, 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.

8. Detailed information on the processing of Partners' personal data by Bookkido and the cookie policy are available on the Platform.

XV. Amendments to the Terms and Conditions

1. Bookkido reserves the right to amend the Terms and Conditions, including its integral parts, and other documents used by Bookkido, for good reason. Good reasons are:

- a. compliance with generally applicable legal regulations, interpretations, or guidelines of authorised bodies;
- b. issuance of a ruling, decision, or other similar act by a court or authorised body;
- c. preventing violations of the Terms and Conditions or counteracting abuse, as well as removing ambiguities or interpretive doubts concerning the content of the Terms and Conditions;
- d. changes in the names, addresses, or company data indicated in the content of the Terms and Conditions;
- e. changes in the technical parameters or functionalities of the Platform;
- f. changes in the scope, form, conditions, or price of Bookkido Services.

2. Bookkido will notify the Partner of any amendment to the Terms and Conditions via an e-mail message sent to the e-mail address associated with the Partner Account, at least 15 days before they come into force. The Partner may not accept the amendments and in such a case has the right to terminate the Agreement with immediate effect by submitting an appropriate declaration in documentary form, within 15 days of receiving notification of the amendment.

3. Bookkido may introduce amendments to the Terms and Conditions without observing the notification period referred to in section 2 above, in the event that Bookkido:

- a. is subject to a legal or regulatory obligation on the basis of which it is required to amend the Terms and Conditions in a manner that makes it impossible to comply with the notification period;
- b. must, as an exception, amend the Terms and Conditions in order to counter an unforeseen and direct threat related to the protection of Bookkido Services, Clients, or Partners against fraud, malware, spam, data breaches, or other cybersecurity threats.

4. All disputes arising from the Agreement shall be settled by the competent common court for the registered office of Bookkido.

5. Bookkido has the right to send to the Partner's e-mail address provided to Bookkido any reminders, payment demands, or notices regarding the Partner's arrears in Fees to Bookkido.

6. In the event that any provision of the Agreement or the Terms and Conditions, as well as other documents accepted by the Partner, proves to be invalid or ineffective, this will not in any case result in the invalidity of the Agreement. In such a situation, the parties will make every effort to replace the provision considered invalid or ineffective with a valid and effective provision as close as possible to the original intent of the parties.

7. The relationship between Bookkido and the Partner is governed by the Terms and Conditions, including its integral parts:

- a. Annex No. 1 - Data Processing Agreement;
- b. Annex No. 2 - Template withdrawal form;
- c. Annex No. 3 - Price List - available at the address in the Partner Account on the Platform.

XVI. Final Provisions

1. The Partner may contact Bookkido:

- a. by e-mail at the address: 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. 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 - DATA PROCESSING AGREEMENT

§1 Definitions

1. All terms written with capital letters in this Data Processing Agreement have the meaning assigned in Section I of the Terms and Conditions, to which this Data Processing Agreement is an annex.

2. Other than those indicated in section 1 above, terms used in the Data Processing Agreement are assigned the following meanings:

- a. **Controller** - a natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.
- b. **Personal Data** - all information about an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name and surname, an identification number, location data, an online identifier, or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

c. **Processor** – an entity that processes Personal Data on behalf of the Controller.

d. **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).

§2 Subject Matter of the Data Processing Agreement

The Partner, acting as the Controller, entrusts Bookkido as the Processor – pursuant to Article 28(3) of the GDPR – with the processing of Personal Data, to the extent specified in §3 of the Data Processing Agreement.

§3 Scope of Entrustment

1. The subject matter of the entrustment of the processing of Personal Data under the Data Processing Agreement is all Personal Data that the Partner, as their Controller, will process on the Platform, using Bookkido Services under the Agreement concluded with Bookkido.

2. The Personal Data referred to in section 1 above includes in particular:

a. **Personal Data of the Partner's employees or associates**, such as: (i) name, surname, e-mail address, telephone number; (ii) other Personal Data beyond those indicated in point (i) above, arising from the specifics of Bookkido Services that the Partner will use under the Agreement, including also Personal Data of the aforementioned persons introduced by those persons or the Partner into the Platform during their use of its functionalities and data relating to their activity on the Platform;

b. **Personal Data of the Partner's clients**, such as: (i) name, surname, e-mail address, telephone number, address where the Partner's service is to be provided (in the case of travel services, so-called mobile services); (ii) other Personal Data beyond those indicated in point (i) above, arising from the specifics of Bookkido Services that the Partner will use under the Agreement; (iii) Personal Data of the Partner's clients, including in particular data related to the history of bookings by the client of the Partner's Service; (iv) Personal Data of clients belonging to special categories of Personal Data referred to in Article 9(1) of the GDPR, but exclusively in the case where the Client's Personal Data will be introduced into the Platform by the Partner or provided by the Client, or if the necessity of their entrustment to Bookkido by the Partner arises from the specifics of the Partner's Services provided to clients.

§4 Purpose, Nature and Duration of Entrustment of Processing of Personal Data

1. The entrustment of the processing of Personal Data under the Data Processing Agreement is effected on the documented instruction of the Partner, for the purpose of performing the Agreement, that is, for the purpose of enabling the Partner to use all the functionalities of the Platform made available to them by Bookkido, in particular:

a. the conclusion of agreements by Partners with Clients and the provision of Partner's Services to Clients by Partners, including the maintenance of an appointment calendar by the Partner and client records;

b. adding the Partner's personnel and granting/revoking their authorisations;

c. marketing of the Partner's Services;

d. direct marketing of the Partner's Services;

- e. personalisation of content for the Partner's clients;
- f. researching client preferences;
- g. fulfilling legal obligations incumbent on the Partner;
- h. creating summaries, analyses, and statistics for the Partner's needs.

2. The parties consider the conclusion of the Agreement and the Data Processing Agreement, the choice by the Partner of Bookkido Services under the Agreement, as well as other instructions issued by the Controller in documentary form (e.g. e-mail / taking appropriate actions within the Bookkido Platform) to constitute the documented instruction referred to in section 1 above.

3. Bookkido will process the Personal Data entrusted to it for processing by the Partner in a fully or partially automated manner, in electronic form in Bookkido's IT systems, including the Platform, and in traditional, i.e. paper form.

4. The processing of entrusted Personal Data may also include making it available, on the instruction of the Controller, to another entity, including another entity processing Personal Data on behalf of that Controller. Bookkido bears no responsibility for the further processing of Personal Data by other entities to whom Personal Data has been made available on the instruction of the Controller.

§5 Rights and Obligations of the Parties

1. The Partner declares that all Personal Data entrusted by them for processing to Bookkido under the Data Processing Agreement has been obtained and is being processed by them in accordance with applicable law, in particular in accordance with the GDPR. In connection with the preceding sentence, the Partner undertakes to have a legal basis for processing the Personal Data entrusted to Bookkido for processing, which bases are specified in Article 6(1) of the GDPR or in Article 9(2) of the GDPR. Bookkido is neither obliged nor authorised to verify the legality of processing of the Personal Data entrusted to it for processing by the Partner.

2. The parties agree that in the event that the Partner is required to fulfil the information obligation specified in Articles 13 and 14 of the GDPR towards Clients, this obligation will be fulfilled in accordance with the following rules:

- a. in the event that the Client's Personal Data will be made available to the Partner in connection with the Client making a Booking via the Platform for the Partner's Service - Bookkido will, using the Platform, on behalf of the Partner, fulfil the information obligation towards Clients, transmitting to the Client the Partner's information obligation in accordance with the template prepared by Bookkido;
- b. in the event that the Client's data is entered into the Platform by the Partner, the Partner will independently fulfil the information obligation towards Clients.

3. The parties agree that in the event that the Client's Personal Data is made available to the Partner in connection with the Client making a Booking via the Platform - Bookkido will enable the Client, acting on behalf of the Partner, to give consent to the Partner sending the Client commercial information concerning products and services offered by the Partner, via electronic means of communication, including to the e-mail address indicated by the Client, as well as within the service or Platform and to the use of telecommunications end devices and automatic calling systems, including voice calls and SMS, for direct marketing purposes.

4. Taking into account the nature of the processing, Bookkido undertakes, to the extent possible, to assist the Partner through appropriate technical and organisational measures in fulfilling the obligation to respond to requests from the data subject regarding the exercise of their rights specified in Chapter III of the GDPR.

5. Taking into account the nature of the processing of Personal Data entrusted for processing to Bookkido by the Partner and the information available to Bookkido, Bookkido undertakes to assist the Partner in fulfilling the obligations set out in Articles 32-36 of the GDPR.

6. Bookkido is obliged to assist the Partner in fulfilling the obligation to implement the right to erasure of the Personal Data of the data subject in the event of such a request being submitted to Bookkido by the aforementioned person.

7. Bookkido is obliged to assist the Partner in fulfilling the obligation to implement the right to withdraw consent to the Partner sending the Client commercial information, referred to in §5(3) above, in the event of such a request being submitted to Bookkido by the aforementioned person.

8. The above authorisations and obligations of Bookkido related to the possibility of fulfilling, on behalf of the Partner, the requests of data subjects relating to Personal Data, do not mean that Bookkido is in every case required to fulfil such requests when they are directed by data subjects directly to Bookkido, using its own resources. Upon receiving a request from a data subject regarding their Personal Data, Bookkido may inform the data subject that the controller of their personal data is the Partner and provide that person with direct contact details for the Partner, in order to enable them to fulfil such a request.

9. The Partner undertakes to promptly, but no later than within 5 days from the date of the Partner's becoming aware of the relevant information, inform Bookkido of any proceedings, in particular administrative or judicial, relating to the processing of Personal Data entrusted for processing under the Data Processing Agreement, any administrative decision or court ruling relating to the processing of such Personal Data, and all planned or ongoing inspections and audits relating to the processing of Personal Data entrusted for processing under the Data Processing Agreement.

§6 Audit

1. Bookkido undertakes to provide the Partner with all information necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR, and to enable the Partner or an auditor authorised by them to conduct audits related to the entrustment of Personal Data processing by the Partner to Bookkido as specified in the Data Processing Agreement, including inspections, and to contribute to them. In connection with the obligation referred to in the preceding sentence, Bookkido will promptly inform the Partner if it is of the opinion that an instruction issued to it constitutes a violation of personal data protection law.

2. The Partner's right to audit referred to in section 1 above may be exercised exclusively during Bookkido's working hours, i.e. Monday to Friday from 9 am to 5 pm, excluding statutory public holidays, and may not disrupt Bookkido's work. Furthermore, the Partner's audit may not lead to the disclosure of Bookkido's trade secrets.

3. The right to audit may be exercised by the Partner no more than once per calendar year; however, if the Partner raises justified doubts as to the compliance of the processing by Bookkido of the Personal Data entrusted to it and in the event of a personal data protection breach at Bookkido relating to Personal Data entrusted by the Partner, the Partner has the right to conduct additional audit(s) ("Additional Audits").

4. The Partner undertakes to exercise their right to audit primarily through requesting information or explanations from Bookkido, including, for example, by requesting Bookkido to complete an audit questionnaire, and only when Bookkido fails to fulfil the obligation to provide information or data, the Partner is entitled to conduct an inspection of the personal data processing locations.

5. When submitting a request to Bookkido for the provision of information or data within the framework of an audit conducted, the Partner is obliged to set an appropriate deadline for Bookkido to provide such information, of no less than fourteen days. In the event that the Partner intends to conduct an inspection of processing locations (on-site audit), the Partner is obliged to inform Bookkido of the planned inspection with a minimum of thirty days' notice – or in the case of Additional Audits – fourteen days' notice, specifying the scope of the planned inspection and the data of persons authorised to conduct it on behalf of the Partner. All costs related to conducting the audit shall be borne by the Partner.

6. In the event that the Partner decides to conduct the audit through an authorised auditor, Bookkido has the right to make the conduct of the audit conditional on the conclusion of a confidentiality agreement with the auditor. The auditor selected by the Partner and none of the entities affiliated with such auditor may conduct competitive activities against Bookkido.

7. In the event of deficiencies being identified during audits, Bookkido undertakes, to the extent possible, to remedy them within the deadline agreed by the Parties. In the event of the Partner's identified deficiencies not being remedied, Bookkido undertakes to inform the Partner of the reason for their non-remediation.

§7 Use of Services of Other Processors

1. The Partner gives consent, i.e. general consent referred to in Article 28(2) of the GDPR, for Bookkido to use the services of other processors (i.e. further processors). If Bookkido uses the services of a further processor to carry out specific processing activities on behalf of the Partner, that processor will be subject, under an appropriate agreement concluded between Bookkido and that processor, to the same personal data protection obligations as set out in the Data Processing Agreement, in particular the obligation to provide sufficient guarantees for the implementation of appropriate technical and organisational measures, so that the processing meets the requirements of the GDPR.

2. Bookkido declares that it uses further processors and undertakes to inform the Partner of all intended changes regarding the addition or replacement of further processors, thereby giving the Partner the opportunity to object to such changes. Bookkido will inform the Partner of the aforementioned changes via the Platform or by means of a message directed to the Partner using e-mail.

3. The Partner is entitled to object to the changes within 7 days from the date of receiving information about the aforementioned changes, providing justification. The parties agree that the absence of an objection within that period shall constitute the Partner's consent to the change of the further processor. The Partner undertakes not to object to the aforementioned changes without valid reasons.

4. If the Partner objects to the change consisting of the addition or replacement of further processors, in accordance with sections 2 and 3 above, it may prove impossible to process Personal Data for the purposes specified in this Data Processing Agreement. In such a situation, Bookkido will be entitled to terminate the Data Processing Agreement without notice, and any liability of Bookkido for non-performance or improper performance of the Data Processing Agreement or the Agreement caused by the impossibility of processing Personal Data for the purposes specified in this Data Processing Agreement is excluded by the parties.

5. Bookkido is entitled, following prior notification of the Partner in the manner specified in section 2 above, to transfer Personal Data entrusted for processing by the Partner outside the European Economic Area where it complies with the specific requirements set out in Chapter V of the GDPR "Transfer of Personal Data to third countries or international organisations", and in particular will ensure that the transfer of Personal Data is effected on the basis of appropriate legal mechanisms, in particular implementing decisions of the Commission, standard contractual

clauses, or other similar legal instruments provided for in the GDPR.

§8 Technical and Organisational Measures

1. In accordance with Article 28(3)(b) of the GDPR, Bookkido ensures that persons authorised to process the Personal Data entrusted to it for processing under the Data Processing Agreement are bound to maintain the secrecy of the Personal Data they have access to, or are subject to an appropriate statutory obligation of secrecy.

2. In accordance with Article 28(3)(c) of the GDPR, Bookkido undertakes to apply the technical and organisational measures required under Article 32 of the GDPR, i.e. in particular those adequate to the identified risk of violation of the rights or freedoms of the Personal Data entrusted for processing under the Data Processing Agreement.

3. The Partner undertakes to apply technical and organisational measures ensuring an adequate level of security for Clients' Personal Data. Such technical and organisational measures include in particular:

- a. proper authentication on the Platform;
- b. an adequate level of security within the IT equipment used in connection with using the Platform;
- c. proper processing, storage, and archiving of documents (including forms) containing Clients' personal data and all declarations and consents expressed by Clients.

§9 Procedure Relating to Personal Data Protection Breach. Mutual Exchange of Information

1. The parties undertake to promptly notify each other of potential personal data protection breaches relating to Personal Data entrusted to Bookkido for processing under the Data Processing Agreement. In the event of a suspected Personal Data protection breach, the parties undertake to cooperate, in accordance with the GDPR.

2. Information on a Personal Data protection breach relating to Personal Data entrusted to Bookkido for processing under the Data Processing Agreement should contain at least:

- a. a description of the nature of the breach and – where possible – an indication of the categories and approximate number of persons whose Personal Data was affected, as well as the quantity/type of Personal Data involved;
- b. a description of the possible consequences of the Personal Data protection breach;
- c. a description of the measures taken or proposed to be taken in order to address the breach, including minimising its negative effects.

3. The parties jointly confirm that they will consult on the necessity and content of reports of Personal Data protection breaches relating to Personal Data entrusted for processing to Bookkido under the Data Processing Agreement to the supervisory authority.

§10 Liability

1. All liability of Bookkido for non-performance or improper performance of the Data Processing Agreement, including for making available or using Personal Data contrary to the content of the Agreement, and Bookkido's recourse liability towards the Partner, is limited to the amount equal to the net remuneration received by Bookkido from the Partner under the Agreement in the three

months preceding the occurrence of the damage.

2. In the event that Bookkido Services are provided by Bookkido to the Partner for a period of less than three months before the occurrence of the damage, all liability of Bookkido for non-performance or improper performance of the Data Processing Agreement, including for making available or using Personal Data contrary to the content of the Agreement, and Bookkido's recourse liability towards the Partner, is limited to the amount equal to the net remuneration received by Bookkido from the Partner under the Agreement during the period in which Bookkido has been providing Bookkido Services to the Partner.

3. The liability referred to in this paragraph of the Data Processing Agreement covers exclusively direct damages suffered by the Partner, i.e. only losses suffered by the Partner, and does not cover profits that the Partner could have achieved had the damage not occurred.

4. The Partner undertakes that in the event of joint and several liability of Bookkido and the Partner and Bookkido's payment to the entitled entity of full compensation related to the processing of Personal Data under the Data Processing Agreement, the Partner will reimburse Bookkido at Bookkido's first demand with funds equal to:

- a. the part of the compensation corresponding to the part of the damage for which the Partner bears liability (recourse claim), and
- b. the difference between the amount of compensation paid by Bookkido corresponding to the part of the damage for which Bookkido bears liability and the amount indicated in section 1 above, in connection with the limitation of Bookkido's liability described in that provision.

§11 Moment of Conclusion, Duration, Termination of the Data Processing Agreement

1. The Data Processing Agreement is concluded between Bookkido and the Partner at the moment of acceptance of the content of the Terms and Conditions by the Partner during the Registration process.

2. The Data Processing Agreement is concluded for the duration of the Agreement, i.e. the Data Processing Agreement expires without the need to submit additional declarations, as a result of the termination or expiry of the Agreement.

3. Bookkido may terminate the Data Processing Agreement with immediate effect, without observing a notice period, in the event of establishing that the Partner processes Personal Data entrusted to Bookkido in a manner contrary to the law, in particular without a legal basis specified in Article 6(1) of the GDPR or Article 9 of the GDPR.

4. In the event that Bookkido processes Personal Data entrusted to it for processing under the Data Processing Agreement in a manner contrary to the Data Processing Agreement, the Partner may terminate the Data Processing Agreement with immediate effect, without observing a notice period, after the futile expiry of an additional deadline set for Bookkido by the Partner to cease the violations, of no less than seven days.

5. Termination referred to in sections 3 and 4 above is equivalent to termination of the Agreement with immediate effect.

6. Termination of the Data Processing Agreement does not release the parties from the obligations of cooperation and providing explanations, if such obligations arise from the GDPR.

7. Within three months from the date of termination of the Data Processing Agreement or receipt of the request for deletion of Personal Data from the Partner, Bookkido is obliged to:

- a. delete the Personal Data entrusted to it for processing under the Data Processing Agreement from all data carriers, programmes, and applications, including copies, or

b. irreversibly anonymise the Personal Data entrusted to it,
unless the obligation to continue processing them arises from separate legal regulations.

9. In the event of the withdrawal from the Platform of functionalities used by the Partner to process Personal Data, Bookkido will notify the Partner thereof. The Partner will be able to independently download the Personal Data processed within the given functionality or submit a request to Bookkido for their return within three months of the withdrawal of the functionality. Irrespective of the foregoing, Bookkido will permanently delete such Personal Data from the given functionality within three months of its closure, subject to the extension of this period by the time necessary to fulfil the request for the return of Personal Data or arising from the applicable legal regulations requiring further storage.

10. The parties jointly declare that the obligation to delete Personal Data indicated in sections 7 and 8 above applies exclusively to Personal Data entrusted for processing by the Partner under the Data Processing Agreement, and in particular does not cover situations in which Bookkido, in accordance with the provisions of the Agreement, processes the same Personal Data as an independent Controller. In such a situation, Bookkido will cease processing Personal Data for the purposes specified in §4(1) of the Data Processing Agreement, but may process it for purposes determined by itself.

§12 Final Provisions

1. Amendments to the Data Processing Agreement are made in the manner provided for amendments to the Terms and Conditions.
2. All disputes arising from the Data Processing Agreement shall be settled by the competent common court for the registered office of Bookkido.
3. In the event that any provision of the Data Processing Agreement proves to be invalid or ineffective, this will not in any case result in the invalidity of the Data Processing Agreement. In such a situation, the parties will make every effort to replace the provision considered invalid or ineffective with a valid and effective provision as close as possible to the original intent of the parties.

ANNEX NO. 2 - TEMPLATE WITHDRAWAL STATEMENT

(Complete and return this form only if you wish to withdraw from the 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 Agreement concluded on:

Name and surname of the Partner:

Address of the Partner:

E-mail address associated with the Partner:

Date: