

## GENERAL TERMS AND CONDITIONS FOR USING THE MOBILE bikeAngel APPLICATION

Trading company INFOCAR a.s., with its registered office at Račianska 30/A, 831 02 Bratislava, Slovak Republic, IČO 35 773 090, registered in the Commercial Register of District Court BA I, section: Sa, insert no. 2206/B (hereinafter referred to as "INFOCAR a.s." or "Operator") as the operator of the website [www.bikeAngel.eu](http://www.bikeAngel.eu) (hereinafter referred to as the "Website") and the mobile application "bikeAngel" (hereinafter referred to as „Application“) publishes these Terms and Conditions of the Website and the Application (hereinafter referred to as "Terms"):

### Definition of terms

#### 1. Application:

The mobile application "bikeAngel" is an electronic tool of INFOCAR a.s. company, who enables users to access the information or services contained there in this Application. The Application is placed and freely downloadable on the Apple Store for iOS and Google Play for Android free of charge. A more detailed description of the Application is available on the [www.bikeAngel.eu](http://www.bikeAngel.eu) website.

#### 2. Application Users:

Persons who are registered with the bikeAngel mobile application and agree to the general Terms and Conditions of use of the Application.

#### 3. Terms & Conditions:

These general terms and conditions governing the use of the Application.

#### 4. Manager of the Application:

Trading company INFOCAR a.s., with its registered office at Račianska 30/A, 831 02 Bratislava, Slovak Republic, IČO 35 773 090, registered in the Commercial Register of District Court BA I, section: Sa, insert no. 2206/B

### 1. Introductory provisions

- 1.1 The subject of these Terms & Conditions is the use of the Website and the Application.
- 1.2 These Terms & Conditions set forth the general terms and conditions for the use of the Website and the Application. By selecting or using the Website and/or the Application (hereinafter referred to as "Usage") all users and visitors are accepting ("Users" or "User") these Terms & Conditions.
- 1.3 Users who do not agree with these Terms & Conditions are not authorized to use the Website and the Application.
- 1.4 INFOCAR a.s., reserves the right at its own discretion to change the Terms & Conditions at any time.
- 1.5 Website access and access to and use of the application are free of charge.
- 1.6 Unless explicitly stated otherwise on the Website or the Application, the content published on the Website and/or the Application is solely of an informative nature.
- 1.7 The Website and Application, as well as the individual parts thereof, are protected by Act No. 618/2003 Coll. on copyright and rights related to copyright (Copyright Act) as amended (hereinafter referred to as the "Copyright Act"). Exclusive owner of property the rights of the author to the Website and the Application is INFOCAR a.s., which is at the same time authorized to exercise the copyright of the author to this Website and the Application. Terms & Conditions of the Website and Application are determined, issued and modified exclusively INFOCAR a.s.

- 1.8 Any unauthorized interference with the Website and/or Applications or their parts, any unauthorized use of the Website and/or the Application or their parts, any copying or imitation of the Website and/or Applications or parts thereof are in breach of copyright law or other legal regulations valid in the territory of the Slovak Republic and the EU and are therefore prohibited. Trademark, design, images, texts, parts of texts, and other content of the Website and/or Applications may not, without the prior written consent of the Operator, be altered, copied, reproduced, used, supplement or otherwise used.
- 1.9 The Website and/or the Application contain external links that lead to other third party websites. INFOCAR a.s. does not affect the availability, quality, and content of externally linked sites and does not assume any responsibility for the contents of external websites that violate applicable law or otherwise cause damages to the Users.
- 1.10 The Operator hereby grants the User a limited, personal, non-transferable, non-exclusive license to use the Application
- 1.11 INFOCAR a.s., is not liable for any damages caused by the use of the Application or the Website of the bikeAngel or the third party websites referred to by the Website and/or the Application.

## **2. Rights and Obligations of Users of the Website and the Application**

- 2.1 INFOCAR a.s., gives the right to use the Website and the Application solely for the personal use of the Users. Any other use of the Website and/or Applications (as a whole as well as their individual parts) is subject to the prior approval of INFOCAR a.s., in accordance with the Copyright Act.
- 2.2 Any interference with the technical nature or content of the Website and/or User Application is prohibited.
- 2.3 The user acknowledges that when using the Website and/or the Application they may not act in contradiction with generally binding legal regulations of the Slovak Republic and the EU and/or with the rules of morality and decency, in particular they are not allowed:
- to promote violence and, in an open or hidden form, to incite hatred on the basis of gender, race, skin colour, language, religion, political or different opinion, national or social origin, nationality or ethnic group;
  - promote war or describe cruel or otherwise inhumane behaviour in a manner that is alleviating, justifying or approving it;
  - to promote, in an open or hidden form, the use of narcotic drugs and psychotropic substances, poisons and precursors or to mitigate the consequences of the use of these substances;
  - use vulgarisms, phrases or other verbal or sign language expressions of direct or indirect significance contrary to generally accepted social morality and ethics;
  - promote child pornography, endangering the physical, mental, or moral development of minors, or disrupting their mental health and emotional state, sending posts with erotic or pornographic content;
  - in open or hidden form, promote a political party or its representatives;
  - in open or hidden form, to advertise, to any natural or legal person, any product or service;
  - provide false, unverified, misleading or false third party information.

### 3. Rights and Obligations of the Application Operator

- 3.1 INFOCAR a.s., reserves the right to change or modify the Website or Application at any time, including these Terms & Conditions, as appropriate and for business interests.
- 3.2 The Operator does not provide the User with a guarantee of continuous functionality, faultless operation and Website and Application security. The operator is not responsible for any damage that may be caused to the User in connection with the use of the Website and/or the Application.
- 3.3 In the event of a Sanctioning of the Operator for breach of the User's obligations in these Terms & Conditions as well as for violation of generally binding legal regulations of the Slovak Republic, the User acknowledges that he is obliged to compensate the Operator for such damage in its entirety.
- 3.4 The Application Operator has the right to disable the SIM card in the GPS device if the user does not renew the bikeAngel service after 12 months from the expiry of their license.

### 4. Personal Data Protection

- 4.1 The operator collects and protects all personal data provided in accordance with Act No. 101/2000 Coll., on the protection of personal data.
- 4.2 By confirming these Terms & Conditions, the User grants the Operator the consent to the processing of their personal data in accordance with Act no. 101/2000 Coll., on the protection of personal data, to the extent of the user's identification data, as in the case of a natural person: name, surname, e-mail address, telephone number, in the case of a legal entity: business name, company ID IČO, registered office, email address and phone number. The processing methods collect, search, use, store, replenish, modify, block and dispose. The period of processing of personal data is the period during which the User has an active user account for the purpose of using the Application.
- 4.3 The processing of personal data of the User occurs in order to send information related to the Application, the development of legislation affecting the Mobile Application and for the marketing purposes of the Operator, such as offering products and services, including sending information about organized events, products and other activities, as well as sending business notifications by electronic means under Act no. 480/2004 Coll., As amended, for as long as the User has an active user account, and other data that may be associated with this data.
- 4.4 The User agrees that the Operator may collect and use technical data and related information, including, but not limited to, technical information about the user's device, system and application software and peripheral devices that are collected regularly to facilitate software updates, product support, and other services associated with the Application. The Operator may use this information if it is in a form that does not personally identify the user to improve their products or to provide services or technologies only for the necessary period of time.  
The consent applies equally to the administrator of the authorised processor.
- 4.5 The User acknowledges that he has the rights under Section § 11, Section § 21 of Act. no. 101/2000 Coll., No. j. in particular, that the provision of the data is voluntary, that their consent can be withdrawn free of charge at any time at the administrator's address, that they have the right to access their personal data and the right to correct such personal data, block incorrect personal data, its disposal etc.

**Komentár od [A1]:** Does not make sense. What is it or who is it?

## **5. Reward for using the application**

- 5.1 The Website and Application offer a choice of multiple versions of the subscription service for the selected period, as well as the "OFFER" of the first year of operation for FREE. For more information about the options for prepaid services for the Application, please see the price list at [www.bikeAngel.eu/cena](http://www.bikeAngel.eu/cena)

## **6. Final provisions**

- 6.1 Use of the Website and the Application, and these Terms & Conditions of the Internet site and Mobile Application are governed by the laws of the Slovak Republic and the EU.
- 6.2 Unless otherwise provided by the law, the courts of the Slovak Republic have sole jurisdiction and are locally relevant to any disputes arising out of or in connection with the use of the Website and the Application or these Terms & Conditions.
- 6.3 The user agrees to these conditions and confirms that they fully familiarised, understand and agree with them.
- 6.4 These Terms & Conditions are valid and effective from the date of publication which is 1.10.2017

INFOCAR a.s.