

GENERAL TERMS AND CONDITIONS FOR THE USE OF THE **bikeAngel** MOBILE APPLICATION

Commercial company INFOCAR a.s., with registered seat at Račianska 30/A, 831 02 Bratislava, Slovak Republic, ID 35 773 090, registered in the Commercial Register of the District Court BA I, section: Sa, entry no. 2206/B (hereinafter referred to as "INFOCAR a.s." or the "Operator") as the operator of the website www.bikeAngel.eu (hereinafter referred to as the "Website") and the mobile application "bikeAngel" (hereinafter referred to as the "Application") issues the following terms of use of the Website and the Application (hereinafter referred to as the "Terms and conditions"):

Definition of terms

1. Application: The "bikeAngel" mobile application is an electronic means of INFOCAR a.s. that enables its users to access information or services contained within this Application. This is located and freely downloadable on the Apple Store for iOS and on Google Play for Android free of charge. A more detailed description of the Application can be found on the website www.bikeAngel.eu.
2. Application Users: Persons who are registered in the bikeAngel mobile Application and agree to the general terms of use of the Application.
3. Terms and conditions: These general terms and conditions that regulate the use of the Application.
4. Application operator: Commercial company INFOCAR a.s., with registered seat at Račianska 30/A, 831 02 Bratislava, Slovak Republic, IČO 35 773 090, registered in the Commercial Register of the District Court BA I, section: Sa, insert no. 2206/B.

Introductory provisions

- 1.1 The subject of these Terms and Conditions is the use of the Website and the Application.
- 1.2 These Terms and Conditions establish the general conditions for the use of the Website and the Application. By selecting or using the Website and/or Application (hereinafter referred to as "Use"), all users and visitors (hereinafter referred to as "Users" or "User") accept the validity of the Terms of Use.
- 1.3 Users who do not agree with these Terms and Conditions are not authorized to use the Website and Application.
- 1.4 INFOCAR a.s., reserves the right at its own discretion to change the Terms of Use at any time.
- 1.5 Access to the Website and access to the Application and their Use are free of charge.
- 1.6 Unless explicitly stated otherwise on the Website or in the Application, the content published on the Website and/or in the Application is exclusively informative.
- 1.7 The Website and the Application, as well as their individual parts, are protected by Act no. 618/2003 Coll. on copyright and rights related to copyright (copyright law), as amended (hereinafter referred to as the "copyright law"). The exclusive owner of the author's property rights to the Website and the Application is INFOCAR a.s., which is also authorized to exercise the author's property rights to this Website and the Application. The terms of use of the Website and the Application are determined, published and changed exclusively by INFOCAR a.s.
- 1.8 Any unauthorized intervention in the Website and/or the Application 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 the Application or their parts are in violation of the copyright law or other legal regulations valid in the territory of the Slovak Republic and EU and are therefore prohibited. The trademark, design, images, texts, parts of texts and other content of the Website and/or Application may not be changed, copied, reproduced, used, supplemented or otherwise used without the prior written consent of the Operator.
- 1.9 The website and/or Application contain external links that lead to other websites of third parties. INFOCAR a.s. has no influence on the availability, quality and content of externally linked websites and does not assume responsibility for the contents of external websites that violate applicable law or otherwise cause damage to Users.
- 1.10 The Operator hereby grants the User a limited, personal, non-transferable, non-exclusive license to use Application.
- 1.11 INFOCAR a.s. is not responsible for any damages caused by the use of the Application or the bikeAngel Websites or the websites of third parties to which the Website and/or the Application refer.

Rights and Obligations of Users of the Website and Application

- 2.1 INFOCAR a.s. grants the right to use the Website and Application exclusively for the personal needs of Users. Any other use of the Website and/or Application (as a whole, as well as their individual parts) is subject to the prior approval of INFOCAR a.s., in accordance with copyright law.
- 2.2 Any interference with the technical nature or content of the Website and/or Application by Users is prohibited.
- 2.3 The user acknowledges that when using the website and/or the Application, he must not behave contrary to the generally binding legal regulations of the Slovak Republic and the EU and/or the rules of morality and decency, and in particular he cannot in any way:
 - promote violence and openly or covertly incite hatred based on sex, race, colour, language, faith and religion, political or other opinion, national or social origin, nationality or ethnic group;
 - promote war or describe cruel or otherwise inhumane acts, which is belittling, justifying, or approving them; openly or covertly promoting the use of narcotic and psychotropic substances, poisons and precursors or downplaying the consequences of using said substances; using vulgarisms, phrases or other verbal or symbolic expressions whose direct or indirect meaning is contrary to generally acceptable social morals and ethics ou;

- promote child pornography, threaten the physical, psychological, or moral development of minors, or disrupt their mental health and emotional state, send posts with erotic or pornographic content;
- openly or covertly promote a political party or its representatives;
- openly or covertly in the form of providing advertising, namely to any natural or legal person, for any product or service;
- to provide false, unverified, misleading or deceptive information about a third party.

Rights and Obligations of the Application Operator

- 3.1 INFOCAR a.s. reserves the right to change or supplement the Website or the Application, including these Terms, at any time according to its needs and business intentions.
- 3.2 The Operator does not provide Users with a guarantee of continuous functionality, error-free operation and security of the Website and the Application. The Operator is not responsible for any damage that could be caused to the User in connection with the use of the Website and/or the Application.
- 3.3 In the case of sanctioning the Operator for violating the obligations of the Users listed in these Terms and Conditions as well as for violating the generally binding legal regulations of the Slovak Republic, the User takes aware that he/she is obliged to compensate the Operator for the resulting damage in full.
- 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 even after 12 months from the expiry of the last license.

Protection of personal data

- 4.1 The operator collects and protects all provided personal data in accordance with Act no. 101/2000 Coll., on the protection of personal data.
- 4.2 By confirming these Terms and Conditions, the User grants the Operator consent to the processing of his/her personal data in accordance with Act no. 101/2000 Coll., on the protection of personal data, within the scope of the user's identification data, such as in the case of a natural person - an entrepreneur, e.g. name, surname, e-mail address, telephone number, in the case of a legal entity, e.g. business name, ID number, registered office of the legal entity, e-mail address and telephone number. The methods of processing are mainly collection, search, use, storage, replenishment, modification, blocking and disposal. The period of personal data processing is the period during which the User has an active user account for the purpose of using the Application.
- 4.3 The processing of the User's personal data takes place for the purpose of sending information related to the Application, with the development of legislation affecting the Mobile Application and for the marketing purposes of the Operator, i.e. j. offering products and services, including sending information about organized events, products and other activities, as well as sending commercial announcements via electronic means in accordance with Act no. 480/2004 Coll., as amended, for the period during which the User has an active user account, with the fact that additional data 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 peripherals that is periodically collected to facilitate the provision of software updates, product support and other services related to the Application. The operator can use this information, as long as it is in a form that does not personally identify the user, to improve its products or to provide services or technologies, and only for a necessarily long time. The consent also applies to the administrator of the processor.
- 4.5 The user acknowledges that has rights according to § 11, § 21 of the Act no. 101/2000 Coll., vol. j. in particular, that the provision of data is voluntary, that he can withdraw his/her consent free of charge at any time at the administrator's address, that he/she has the right to access personal data and the right to correct this personal data, block incorrect personal data, dispose of it, etc.

Payment for using the Application

- 5.1 The website and the Application offer a choice of several versions of the length of the prepaid services for the selected period, as well as a special "PROMOTION" of the first year of operation for FREE. More detailed information on the options for prepaid services for the Application can be found in the price list at <https://bikeangel.eu/en/price/>.

Final provisions

- 6.1 Use of the website and the Application, and these Terms and conditions of Use of the Website and the Mobile Application are governed by the laws of the Slovak Republic and the EU.
- 6.2 If the law does not stipulate otherwise, the courts of the Slovak Republic have exclusive jurisdiction and are locally competent for any disputes arising from the use of or in connection with the use of the Website and Application, or with these Terms and conditions.
- 6.3 The User expresses his agreement with these terms and confirms that he/she is bound by them fully familiarized, understood and agrees with them.
- 6.4 These conditions are valid and effective on the date of publication, i.e. j. from April 9, 2018.

INFOCAR a.s.