

# **General Terms and Conditions hereinafter referred to as the “GTC”**

These General Terms and Conditions govern the contractual relationship and the terms of using the Internet application called “BedsManager”, which is located at the [www.bedsmanager.com](http://www.bedsmanager.com) domain and other additional services provided by the Provider and third parties.

## **1. Definition of Terms**

### **1.1 Provider**

The Provider is the Cardberg Company, s.r.o., residing at Dončova 1445/9, 03401 Ružomberok, ID: 46802185, VAT ID: SK2023591559 registered in the Commercial Register of the Žilina District Court, section: sro, insert number: 57283/L.

### **1.2 BedsManager**

The term BedsManager refers to the online Internet application and a set of services provided by the Provider, located at the [www.bedsmanager.com](http://www.bedsmanager.com) domain and the accompanying sub-domains. BedsManager is primarily intended as an information tool for providers of accommodation facilities as an overview of occupancy of accommodation capacities and reservation management.

The Provider has the exclusive rights to the BedsManager program, who allows the Users, based on prior consent to the General Terms and Conditions, to use the BedsManager service, in the extent and version according to the current software specification, which is listed at the webpage of the product [www.bedsmanager.com](http://www.bedsmanager.com).

### **1.3 BedsManager Service Versions**

The PRO version is time-limited and charged. The price depends on the selected time period, during which the PRO version will be active. The specifications of the features of the PRO version and the price for its use may be changed and amended. The current specification and pricelist can be found at the Internet page of the Provider [www.bedsmanager.com](http://www.bedsmanager.com).

The Trial PRO version is a full PRO version, which can be used free of charge for 15 days after the registration. It contains all the features and its functionality is not limited in any way. After the 15-day Trial period has expired, the User has the option of subscribing to the PRO version for the desired time period. After the payment, the Trial PRO version is automatically updated to the PRO version.

In case the User decides not to subscribe to the PRO version after the expiration of the 15-day Trial PRO version, his Trial PRO version will remain active for an additional 15 days, but it will not be possible to add new reservations, and after the expiration of this time period, the user account will be deactivated and permanently deleted together with all the data the User entered into the system.

### **1.4 User**

A User is every natural or legal person, who registers at this address: <https://admin.bedsmanager.com/register> and gives consent to the GTC for the purpose of using the services provided by the Provider, regardless of the version of the BedsManager program, he or she uses. The User is bound by the GTC and in case he does not give his consent, whether during the registration process or while using the BedsManager service, he is obliged to stop using it immediately.

## **2. Activating the PRO Version**

Every registered User automatically gets a free access for 15 days after the registration. After 15 days, the User can activate the PRO version directly in his user account. The activation requires selection of the desired time period, adding or confirming billing information and making payment using the online payment system of the Provider.

## **3. Use of Services**

The use of services is conditioned by the registration and giving consent to the GTC. After a successful registration and verification of the email address of the User, the Provider will grant access to the BedsManager service.

The granting of access and consent of the User to these GTC establishes a contractual relationship of the license agreement between the Provider and the User, based on which the Provider gives the User a time-limited, non-exclusive and paid (for PRO version) consent for the use of the BedsManager service. The consent is limited in time to a certain period based on the time period selected by the User directly in the order form.

The User acknowledges that the BedsManager service is intended exclusively for the registration, processing and management of reservations for private (non-commercial) purposes. BedsManager is not a service designed for the registration and/or archiving of data, documents, invoices and personal data of the accommodated guests pursuant to the valid applicable legislature of given country, which regulates the rights and obligations of the operators of accommodation facilities to register accommodated guests and foreigners.

## **4. Availability of Services**

The Hotel Reception is an online service, which is provided non-stop, with the exception of downtimes necessary for maintenance, updates and service interventions, which are announced in advance.

The user acknowledges and agrees that in objective cases of higher power, which occurred independently on the will of the Provider, such as (war, mobilization, uprising, natural disasters, lightning strikes, etc.) or due to cuts of electricity or issues with the services of public telecommunications operators, the services of the BedsManager will not be provided for the necessary time. If the operation is suspended due to the listed reasons, the User, who uses the paid features (PRO version), has the right to request compensation in written form to extend the validity of the PRO version by the time, during which the paid service was not available.

## **5. Liability for Damage**

The Provider is not responsible for damage caused to the User due to incorrect use of the individual features the BedsManager offers, for the damage caused by the misuse and other damage caused by choosing insufficiently secure access data.

The Provider is not responsible for the truthfulness and accuracy of information, which was entered in the BedsManager service and also for the damage caused by it.

The User acknowledges that the BedsManager system does not serve as a tool to create tax documents or as a tool for the collection or registration of personal data of the accommodated guests.

The Provider makes the best effort for the BedsManager service to meet the basic, general requirements of the documents and forms exported by the system, however, it bears no responsibility for its accuracy, completeness or any other risks and responsibilities for the damage linked to the use of the online service.

## **6. Registration and Use of Services**

Access to and use of the Hotel Reception is possible exclusively based on registration through the registration form found at the address <https://admin.bedsmanager.com/register>.

The form has 5 steps and it is necessary to fill out the fields marked with an asterisk, which are mandatory. If incorrect data is entered during the registration process, or subsequently in the user account settings, the Provider has the right not to provide the service.

In case the User enters inaccurate, misleading and/or incorrect data in the registration, he bears full responsibility for the damage cause to the Provider.

The User is obliged to familiarize himself with and give consent to the General Terms and Conditions in the last step of the registration. Otherwise, the Provider will not grant him access to the service and thus further use of the services, as well as competition of the registration.

After successful registration, it is necessary to verify the automatic email, which will be delivered to the email address of the User entered during the registration.

## **7. Termination of Services**

If the GTC are violated, the Provider has the right to cancel the user's account and thus deny the User the use of the BedsManager online application service.

The Provider has the right to cancel the user's account and thus deny the use of the BedsManager online application service even without giving a reason, if there is suspicion that the User violates copyright or damages the reputation of the Provider or the functionality of the software product by his actions.

The Provider reserves the right to stop providing services at any time, even without giving a reason. The Users will be informed of this fact at least 30 days in advance. The termination of services will delete all data entered in the BedsManager system and the Users will be notified to back it up before the data is deleted. Users using the PRO version are entitled to a refund of the amount in an aliquot part for the period that they will not be able to use these services as a result of the termination of the services.

## **8. Privacy Policy**

Information on the processing of personal data in the conditions of the data storage of the Cardberg Company, s.r.o.

The user is aware that by using the product – online BedsManager service, he is transferring personal data about his customers (accommodated guests) through a secured web interface of the Provider and that he gives consent to the Provider to collect this data in his databases, however, exclusively for the purposes of further use by the User. The Provider acknowledges that the User is not authorized by the customers (accommodated guests) to forward their personal data to third parties.

The Provider declares that he is governed by the rights and obligations arising from the Regulation of the European Parliament and of the Council 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data,

Based on the mandate of the User, the Provider undertakes to process (store on common data storage) the personal data of the guests registered by the User in the software product “BedsManager” (information system). The Provider is authorized to begin the processing of personal data starting on the day of the registration, based on the consent of the User with these GTC.

The extent and purpose of the processing of personal data of the User is determined by the User’s instructions and requirements.

The provision of personal data is voluntary and the Provider has no legal right to obtain them. The Provider acquires personal data only from the registered guests when the User, or an authorized person, enters it in the BedsManager product. The Provider does not change this information, nor does he make it available to any third parties. He only ensures data storage on common data storage as the only allowed operation with the personal data.

### **Conditions for the Processing of Personal Data**

The Provider undertakes and declares:

To ensure that the persons authorized to process the personal data undertake to maintain the confidentiality of the information or that they are bound by an appropriate obligation to maintain the confidentiality of information arising from the institute;

To undertake all the required measures under Article 32 of the GDPR;

To comply with the terms of engaging another intermediary listed in Sections 2 and 4, Article 28 of the GDPR;

To consider the nature of the processing and to help the User with suitable technical and organizational measures as much as possible when performing his obligations to react to a request to execute the rights of the person concerned;

To help the User to ensure the performance of obligations under the Articles 32 through 36 of the GDPR while considering the nature of the processing and the available information;

To grant access to personal data only to the authorized persons of the Provider, who will have conditions and extent of the processed data specified by the Provider and that each such person will access the personal data under his own unique identifier;

To prevent unauthorized reading, copying, transfer, editing or deletion of the records containing personal data;

To adopt measures, which will allow to determine and verify the person, to whom the personal data was given and who processed, edited or deleted it;

To delete or return to the User, as the operator of the information system of personal data, all personal data after the termination of the provision of services related to the processing based on the decision of

the Provider or the User, and to delete all existing copies, unless the law of the Union, or of the member state does not require the retention of this personal data.

## **9. Cookie Files**

The User gives his consent to the Provider to use cookie files. Cookies are saved on the page of the User as short text files and serve to distinguish users. By visiting the BedsManager Internet service and giving consent to these GTC, the user gives his consent, pursuant to the Directive of the European Parliament and of the Council concerning the processing of personal data and the protection of privacy in the electronic communications sector, to the use of short text files "cookies", serving to acquire information about the user.

The Provider is not responsible for third party cookie files.

## **10. General Terms and Conditions**

The legal relationships not governed by the General Terms and Conditions are governed by the law of the Slovak Republic and the relevant provisions of the Act No. 513/1991 Coll. Commercial Code in its current version and as amended.

The GTC are binding for every User and every User undertakes to comply with them. By expressing disagreement with the GTC during the use of the services of the Provider, even if the User gave his explicit consent before, the User must stop any use of the services of the Provider and ask the Provider to delete his account and remove all data.

The Provider reserves the right to edit and amend the GTC even without the User's consent. The current version of the GTC is available on the page of the Provider [www.bedsmanager.com](http://www.bedsmanager.com).

These GTC enter into force and effect on 23.11.2022.