

Regulations concerning rendering of parking space reservation services by electronic means by Interparking Polska sp. z o.o.

When you decide to use the services of Interparking Polska Sp. z o.o. via the website www.nfm.parkujesz.pl, you automatically accept the conditions specified in these regulations. If you do not agree with the conditions specified in the Regulations, please do not book parking spaces online.

§1

General information

1. These Regulations governing the provision of services by electronic means (hereinafter referred to as "**Regulations**") define the rules of using online parking space reservation services provided by Interparking Polska Sp. z o.o. with its registered office in Warsaw, at ul. Św. Barbary 4/2 (00-686 Warsaw), registered in the Register of Entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Department of the National Court Register, under KRS number: 0000138105, NIP: 5222420314, initial capital: PLN 20,200,000.00, e-mail address: [info-pl@interparking.com], tel.: (22) 629 59 44 (hereinafter referred to as "**Interparking**" or "**Service Provider**").
2. These Regulations are available via the website owned by Interparking Polska Sp. z o.o. at www.nfm.parkujesz.pl
3. These Regulations are Regulations within the meaning of Article 8 of the Act of 18 July 2002 on electronic services (Journal of Laws No. 144, item 1204, as amended).
4. These Regulations define in particular: types and scope of services provided by Interparking by electronic means, the conditions for the provision of these services, the conditions for the conclusion and termination of agreements for the provision of services by electronic means and the complaint procedure.

§2

Definitions

Service Provider - Interparking Polska Sp. z o.o.

Website - the website located at the address www.nfm.parkujesz.pl, through which the Service Recipient can use the services provided electronically by Interparking.

Service Recipient - natural person, legal person or organisational unit without legal personality, which has been granted legal capacity by the law, who uses the website in order to use the services provided by Interparking by electronic means.

Services - services provided electronically by Interparking, consisting of online reservation of parking spaces at the accessible parking lots located in Pl. Wolności 1 and selected by the Customer.

Agreement - parking space reservation agreement concluded online between the Service Recipient and Interparking.

Car park - car park located in Wrocław, Pl. Wolności 1

§3

Services

1. Interparking provides, by means of its website, the services of online reservation of parking places on the premises of the Car Park chosen by the Service Recipient
2. All information, data and materials made available on the website in the "Online car park reservation" tab (including but not limited to names, logos and price lists) and all other intellectual property rights belong to Interparking or the owner of the Website and are protected by copyright, trademark rights, database rights or other intellectual property rights.
3. It is not permissible to use the resources of the Website as the basis for any business activity by the Service Recipient based on the information or tools contained on the Website.

§4

Conclusion and conditions of the Agreement

Statutory and contractual right to withdraw from the Agreement

1. The Customer may use the Services available through the Website subject to compliance with the technical requirements referred to in §5 of the Regulations and subject to acceptance of the provisions of these Regulations.
2. The provisions of these Regulations are in the nature of a binding agreement between Interparking and the Service Recipient and specify the legal grounds and conditions of the Agreement, including the rights to which the Service Recipient is entitled under the Agreement to the real property, which is the surface Car park located on Pl. Wolności 1.
3. The parties to the Agreement are the Service Recipient and Interparking. The Service Recipient hereby confirms that he has full legal capacity to enter into legally binding commitments and, by accepting the terms of these Regulations, assumes responsibility for the proper performance of the Agreement. The Service Recipient is prohibited to conclude an Agreement or make any payments under the Agreement using a false or someone else's name, using a false or someone else's credit card or bank account, without the consent of the owner of the credit card or bank account or in any other unlawful manner.
4. The conditions for the conclusion of the Agreement are as follows: the parking space reservation process is carried out correctly by selecting the reservation criteria, the Service Recipient's data is filled in completely, the conditions of these Regulations are accepted and the reservation fee is paid.
5. The parking place reservation process requires:
 - a) the Service Recipient to enter the Website;
 - b) Specify the date of reservation, i.e. date and time of entry as well as date and time of exit, on the main page of the Website or in the "Book" tab. The user may make an online reservation of a parking place no later than 1 hour before the time of entry to the Car Park specified by the user;
 - c) after entering the data referred to in b) above and pressing the "Book now" box, the Service Recipient is informed about the fee for reserving a parking space in the Parking Lot (the price is the gross price unless explicitly stated otherwise) and then the Service Recipient accepts the entered data and the reservation fee by pressing the "Book now" box;

- d) Then the Service Recipient enters the required personal data and vehicle details;
- e) By proceeding to reserve a parking place, the Service Recipient agrees to receive information related to the provision of services by Interparking via e-mail to the e-mail address provided;
- f) If the Service Recipient wishes to receive a VAT invoice for the Services provided, he/she must tick the "I want to receive an invoice" box and enter the required data. The Service Recipient hereby agrees to receive an electronic VAT invoice within the meaning of the applicable legislation. On the basis of the Service Recipient's details, Interparking will generate a VAT invoice in PDF format and send it by email from the Service Provider's email address specified in §4.12 below as an attachment to the email address provided by the Service Recipient. The above consent also includes consent for Interparking to issue and send corrective VAT invoices in the case specified in §4.12 below;
- g) Next, the reservation process requires acceptance of these Regulations, the Car Park Regulations and optionally entering a discount code;
- h) After entering the data referred to in letters d) - g) above and pressing the "Book and pay" button, the Service Recipient is redirected to the website of the online payment system operated by PayPro S.A. (trade name: Przelewy24)
- i) Payment for parking place reservation may be made by the Service Recipient in a form of payment of their choice which is supported by Przelewy24 service. The payment for reserving a parking place online is calculated automatically on the basis of data entered by the Service Recipient in the reservation form;
- j) After the correct payment for the reservation of a parking place is made, a confirmation message will be sent to the e-mail address provided by the Service Recipient, which will contain an automatically generated "QR code" and information on further procedure. The Service Recipient who received the message with the confirmation of the parking place reservation is obliged to print the confirmation.
6. The Agreement is concluded at the time of the correct payment for the reservation of a parking place by the Service Recipient. The confirmation of full performance of services by Interparking is a message containing "code-QR" sent by Interparking to the e-mail address provided by the Service Recipient.
7. The confirmation of the reservation of a parking place (including the "Code-QR") is printed out in paper form. Lack of a printed, legible confirmation of a parking place booking together with the "code-QR" may constitute an obstacle in entering the Car Park. The above does not constitute grounds for reimbursement of the reservation fee paid by the Service Recipient. In case of lack of printed confirmation of parking space reservation, it is possible to scan such confirmation from the screen of the Service Recipient's device, provided that the image is compatible with the technical requirements of the reader of "codes-QR" located in the entry column at the entrance to the Car Park. However, Interparking is not able to ensure such compatibility, therefore, in the first place, the Service Recipient is obliged to have a printed confirmation of making a parking place reservation.
8. The "Code-QR" located on the printed confirmation of parking space reservation or, optionally, on the screen of the Service Recipient's device, should be applied (scanned) to the "Code-QR" reader located in the entry column at the entrance to the Car park. Then the parking system will open the entry barrier allowing to enter the Car Park
9. Following the conclusion of the Agreement, Interparking is obliged to ensure the availability of a parking place on the Car Park to the Service Recipient for the period indicated in the concluded

Reservation Agreement. Entering such a Car Park and taking up a parking place by the Service Recipient results in concluding an agreement between the Service Recipient and Interparking on the use of the parking place according to the regulations of the Car Park. The regulations of the Car Park are available on the website www.nfm.parkujesz.pl. By concluding a reservation agreement, the Service Recipient confirms that they are familiar with the regulations of the Car Park. The reservation fee paid by the Service Recipient as a result of concluding a parking place reservation agreement will be credited towards the fee for using a parking place on the Car Park. If the time of using a parking place does not exceed the time specified in the reservation, the Service Recipient will not be charged additional fees on this account. If the user exceeds the time specified in the reservation confirmation, they are required to pay the additional charge for using a parking place beyond the time specified in the Car Park tariff at the cash desk before leaving the Car Park. Additional payment should be made by scanning the "code-QR" received in the process of reservation in the automatic pay station. After scanning the code, the user should proceed according to the information indicated in the automated pay station.

10. The Service Recipient, pursuant to the Agreement, is entitled to enter the Car Park no earlier than 24 hours prior to the time of entry into the Car Park indicated in the reservation process. When entering the Car Park, the Service Recipient takes the first available parking place. The service covers only the Car Park, for which the reservation was made.

11. Subject to paragraph 12 below, the Service Recipient will not have the right to withdraw from the Agreement. This restriction will not apply to consumers who are able to withdraw from the Agreement until Interparking has performed the Service, i.e. until Interparking sends a message containing the "Code-QR" to the e-mail address provided by the Service Recipient. Such withdrawal requires only sending by the Service Recipient to the e-mail address of the Service Provider NFMparking@interparking.com a statement of withdrawal from the Agreement, containing the following data: name and surname, e-mail address given during the reservation process and the time of entry to the Car Park indicated in the reservation.

12. In case of conclusion of the Agreement for which the reservation amount paid exceeds 5 PLN gross, there is a possibility of partial contractual withdrawal from the Agreement, in the scope exceeding the above-mentioned amount. Service Recipient is entitled to such partial contractual withdrawal no later than 30 minutes before the time of entry to the Car Park indicated in the reservation. The Service Recipient is obliged to send a statement of partial withdrawal from the Agreement to the e-mail address of the Service Provider NFMparking@interparking.com. The declaration of partial withdrawal, otherwise being ineffective, should contain the following data: name and surname, e-mail address given during the reservation process, time of entry to the Car Park indicated in the reservation and the reservation number received by the Service Recipient in confirmation of the reservation. In case of effective partial cancellation of the Agreement, the Service Recipient is refunded the reservation fee in the part exceeding the gross amount of PLN 30. The fee is returned in the same form in which it was paid.

§5

Technical conditions for using the Services

1. Proper use of the Website and the Services is possible provided that the following technical requirements are met by the Service Recipient's ICT system:

- Internet access,
- E-mail account,

- HTML5 compliant web browser with TLS support,
- PDF reader,
- A printer with a minimum resolution of 600 dpi (dots per inch) with the ability to print A4 size on white paper, printing clearly,

2. Interparking is not responsible for any problems or technical limitations of the computer equipment or software used by the Service Recipient which make it impossible or difficult for him to use the Website.

§6

Liability

1. It is prohibited to use the Website (including Services provided electronically) for the purpose of violating applicable laws, provisions of the Regulations or decency.
2. The transmission by the Service Recipient to Interparking of information and content of an unlawful or offensive nature, information that may mislead, and also content that can cause disruption or damage to computer systems is prohibited.
3. Interparking is not responsible for the use of the website by the Service Recipient in a manner contrary to the provisions of these Regulations.
4. Unless explicitly stated otherwise, the materials, information or prices presented on the website do not constitute an offer within the meaning of the Civil Code of 23 April 1964. (Journal of Laws of 1964 No. 16, item 93 as amended).

§7

Personal data protection

1. Due to the fact that using the Services and in some situations using the Car Park involves processing of your personal data ("Personal Data", "Data") please read the following information. The Administrator of the Personal Data is Interparking Polska Sp. z o.o. with registered office in Warsaw ("Interparking").
2. The Personal Data is processed in compliance with appropriate security measures which meet legal requirements. The Personal Data will be processed for the purposes of:
 - a) conclusion of the Agreement, including performance of the Services;
 - b) providing parking services, including rental of parking places,
 - c) performing video surveillance (if applicable);
 - d) settlement and invoicing of parking services;
 - e) correspondence in the aforementioned matters, including the conduct of the possible complaint procedure (if applicable);
 - f) marketing, if consent has been given or the legal basis for processing is the legitimate, lawful interests of the personal data controller - Article 6 (1) (f) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27.04.2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC ("RODO").

3. In addition, the Personal Data may be used for statistical purposes within the legitimate and justified interest of the personal data controller (Article 6(1)(f) of the RODO).

4. The Personal Data will be kept only for the period necessary for the proper fulfillment of the above purposes and, after their fulfillment, for the period required by the obligations imposed on the data controller by law, including (i) civil liability provisions for the proper performance by the parties of their obligations and (ii) tax regulations.

5. The recipients of your Personal Data may be Interparking's relevant associates, to the extent that they may be required to perform their duties in relation to the above processing purposes. Recipients of your Data may also be external service providers (e.g. entities providing postal, courier, banking, consulting, financial, accounting, tax, auditing, legal, entities involved in billing/payment of parking services, as well as entities engaged in providing IT services such as hosting or servicing IT systems and software, including parking system suppliers and service providers), to the extent that this is justified by the above purposes of processing or related to the storage or transfer of Data. In addition, to the extent permitted by law, your Personal Data may be transferred to other companies within the Interparking Group. In the case of marketing activities, recipients of the Data may be, media houses, advertising agencies, marketing service providers to the extent that they participate in Interparking's marketing activities.

6. You have the right to access your Personal Data, to rectify, erase such data, limit processing, data portability, the right to object to the processing of your Data on account of your particular situation or for direct marketing purposes, as well as the right to withdraw your consent to data processing at any time without affecting the legality of previous processing. In order to exercise the above rights, you can send a message to: iod@interparking.com. Contact to the Data Protection Officer of Interparking: iod@interparking.com.

7. The basis for the processing of Personal Data, as the case may be, is Article 6 (1) (a), (b), (c) or (f) RODO.

8. You also have the right to lodge a complaint to the President of the Office for Personal Data Protection if you consider that the provisions on personal data protection have been violated.

§8

Complaints

1. All complaints regarding the Services should be submitted via the complaint form available at www.interparking.pl, e-mail address: NFMparking@interparking.com or by post to the following address Interparking Polska Sp. z o.o., ul. Św. Barbary 4/2, 00-686 Warsaw, within 7 days of the date on which the reasons for the complaint become apparent.

2. Complaints should be submitted in Polish. In the case of complaints submitted in another language, Interparking may request the Customer to send a translation in Polish. In this case, the complaint will be considered to have been submitted at the moment Interparking receives this translation.

3. The complaint form should include information regarding the following details of the customer submitting the complaint:

- a) name and surname given during the booking process;
- b) e-mail address or residential address and correspondence address;

- c) the subject matter of the complaint;
- d) accurate description of the advertised Service;
- e) reason for the complaint.

4. Claims resulting from the lack of knowledge of these Regulations, the Car Park Regulations and/or the provisions of applicable law will not be considered. In case of Service Recipients who are not consumers, Interparking's liability is limited to actual damage caused by intentional fault.

5. Complaints will be considered by Interparking within 21 working days from the date of complaint receipt.

6. The person submitting the complaint will be notified about the way the complaint will be dealt with by e-mail or regular mail.

7. The above provisions do not affect the statutory rights of consumers for failure to perform or improper performance of the Agreement, including the possibility of making claims in a manner other than a complaint.

8. If the Service Recipient does not agree with the Service Provider's decision to refuse a complaint, he may refer the matter to the court.

9. In the event of a dispute, the Service Recipient who is a consumer and intends to reach an out-of-court settlement with the Service Provider, may submit a dispute for settlement to the Permanent Consumer Arbitration Court (SPSK) operating at the relevant Provincial Inspectorate of Trade Inspection, by submitting an application on the form available at the SPSK or on the websites of the Provincial Inspectorates of Trade Inspection.

§9

Final provisions

1. These Regulations will enter into force on the date of publication on the Website and cancel all previously applicable provisions in this regard.

2. The Service Provider reserves the right to unilaterally amend the provisions of these Regulations or to introduce new ones, which will be notified to the Service Recipient by publication on the Website. The new Regulations or amendments to the provisions of the current Regulations will become effective upon publication on the Website. Agreements concluded before the change of the Regulations are subject to the version of the Regulations in force on the date of making the reservation of a parking place by the Service Recipient.

3. To matters not covered by these Regulations provisions of Polish law apply, including in particular provisions of the Civil Code of April 23, 1964. (Journal of Laws 1964, No. 16, item 93 as amended) and the Act of July 18, 2002 on electronic services (Journal of Laws No. 144, item 1204 as amended).