

## **TERMS AND CONDITIONS OF NCA PARKING**

### **1. CAR PARK ORGANISATION**

- a. The car park kept by Interparking Polska Sp. z o.o. with registered office in Warsaw ("Interparking") is an unguarded car park.
- b. Interparking is not liable for damage resulting from theft, loss or destruction of the vehicle or belongings left in it. The above stipulation does not apply to damage inflicted by Interparking.

### **2. GENERAL TERMS AND CONDITIONS OF CAR PARK USE**

- a. The car park can be entered after collection of a single ticket or with use of a subscription card.
- b. The parking fee shall be paid before leaving the car park, at the automated pay machine.
- c. The parking spaces are made available on the basis of a lease agreement. In order to lease a parking space it is necessary to take out subscription or lease the space on hourly/daily basis.
- d. Traffic regulations apply to the area of the car park.
- e. Delivery trucks, vehicles with trailers and vehicles taller than 210 cm are prohibited from entering the car park.
- f. The speed limit for vehicles in the car park is 20 km/h.

### **3. DRIVER'S OBLIGATIONS**

A driver using the car park is obligated:

- a. To present the subscription car or ticket to the car park staff at their request at the moment of entering and exiting the car park;
- b. to obey road signs and designated traffic directions;
- c. to park the vehicle in designated spaces;
- d. to secure the vehicle against access by unauthorized persons and use available security systems;
- e. not to litter in the area of the car park;
- f. not to leave any objects that do not constitute factory equipment of the vehicle;
- g. not to repair or wash the vehicle in the parking space;
- h. to follow instructions of the car park staff;
- i. not to smoke or drink alcohol in the area of the car park.

#### 4. DETAILED PROVISIONS

- a. The parking fee on the basis of single ticket can be paid in cash, by credit card or debit card.
- b. The parking fee on the basis of subscription card can be paid:
  - in cash or by debit or credit card in the case of a cash subscription,
  - by transfer in the case of a transfer subscription. Transfer subscriptions are paid within 7 days from the invoice issue date. Failure to make the payment within this term shall result in denial of access to the car park and charging statutory interest,
  - in cash, by debit or credit card, transfer in the case of prepaid service.
- c. The vehicle driver is obliged to notify the car park operator immediately in case of loss of the single ticket. In such a case, the release of the vehicle may be made conditional upon providing proper document proving right to collect the vehicle and making a written confirmation of vehicle collection by the person concerned.
- d. The person holding a single ticket or subscription card assigned to a vehicle is considered by Interparking as the person authorized to enter the car park, drive the vehicle in the area of the car park and to exit the car park. Interparking may request a driving license.
- e. In case of loss of the subscription card, a new card shall be issued upon making a payment of the fee pursuant to the pricelist.
- f. In case of loss of the ticket, an additional fee shall be charged for the lost ticket pursuant to the pricelist.
- g. After making the payment for a single ticket, the driver should exit the car park within 15 minutes.
- h. All damage within the area of the car park is liquidated as part of third-party liability insurance of the party inflicting the damage.
- i. If the client's vehicle blocks the traffic in the area of the car park, Interparking can remove the vehicle at the vehicle owner's cost.
- j. If the vehicle is left outside the designated parking spaces, Interparking can remove the vehicle at the vehicle owner's cost.
- k. Exiting the car park requires payment of due fees. In case of exiting the car park without payment of the due fees and/or in case of any other actions aiming at avoidance of payment of the due fees an additional fee of PLN 500 may be charged and the vehicle will be added to the so-called blacklist and will not be allowed into the area of the car park until the outstanding fees are paid.
- l. Failure to comply with section 3 (Driver's obligations) subsection b), c), e) or

g) and in cases specified in section 4 (Detailed Provisions) items i) and j), may result in imposing a fine in the amount of PLN 500 and on the basis of Article 670 §1 of the Civil Code, the vehicle may be blocked until such fee it is paid.

## **5. PERSONAL DATA**

- a. The Controller of your personal data is Interparking. Your personal data will be processed with appropriate security measures that meet the requirements of generally applicable Polish law. Your personal data will be processed for the following purposes ("Processing Purposes"):
  - providing parking services,
  - conclusion and performance of the contract in the abovementioned scope,
  - replying to your notices, including questions, complaints, requests or contact for other purposes ("Notice"),
  - analysis of the case to which the Notice relates,
  - correspondence regarding the above,
  - visual surveillance of the car park for the purpose of property protection and improvement of security.
- b. In principle, using the car Park based on the single does not require providing personal data. Providing personal data is voluntary but necessary for implementation of the Processing Purposes, including conclusion and performance of the potential subscription agreement, reporting damage, processing of your Notice and exchange of correspondence related to the above purposes.
- c. Your personal data will be processed only for the period necessary for the proper implementation of the Processing Purposes. Monitoring recordings will be stored for 30 days. After the expiry of the above-mentioned periods, your personal data shall be processed for the period required by the obligations imposed on the data controller by the law, including tax regulations and law on civil liability.
- d. Your personal data shall not be processed based on automated decisions, including profiling.
- e. The recipients of your data may be third-party service providers (e.g. entities providing postal, courier, banking, advising, financial, bookkeeping, tax, audit, legal services, entities participating in settling/payment of parking fees as well as entities providing IT services such as hosting or maintenance of IT systems and software, including car park system providers and technicians) as necessary

for Processing Purposes, car park functioning or connected with IT service of data transfer and storage processes. Furthermore, to the extent permissible under the law, your personal data may be transferred to other Interparking Capital Group companies. Your personal data shall not be transferred outside the European Economic Area (EEA).

- f. You have the right to: access your personal data, rectify them, delete them, restrict their processing, transfer them, object to data processing due to your special situation or for the purposes of direct marketing as well as the right to withdraw the consent for data processing at any time, without prejudice to lawfulness of processing performed before the withdrawal. In all matters connected with processing of personal data, you can send a message to: [iod@interparking.com](mailto:iod@interparking.com). The Data Protection Officer of Interparking can be contacted at: [iod@interparking.com](mailto:iod@interparking.com).
- g. The basis for processing of your personal data, depending on the situation, is Article 6 section 1 letter a), b) and f) of the 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.
- h. If you find that there has been a violation of the provisions on the protection of personal data, you have the right to lodge a complaint with the supervisory authority, in particular in the Member State of your habitual residence, place of work or place of the alleged violation.

## **6. ADDITIONAL INFORMATION FOR CONSUMERS**

- a. Interparking does not provide for a special procedure for handling potential complaints of consumers. The liability of Interparking towards the car park users who are consumers is based on the binding legal obligations, in particular the Civil Code.
- b. Any claims related to potential non-performance or improper performance of the agreement by Interparking shall be submitted in writing to Interparking within the time limits and in manner required by the law, in particular the Civil Code.
- c. In the case of consumers, the penalty specified in Point 4 items k) and l) is PLN 150.

Car park administrator: Interparking Polska Sp. z o.o. with registered office in Warsaw, 00-686 Warsaw, ul. Św. Barbary 4/2, telephone 22 629 59 44, District Court for the capital city of Warsaw, XII Commercial Division of the National Court Register under KRS number 0000138105, Tax Identification Number (NIP): 522-24-20-314, share capital: PLN 20 200 000, paid in full.