

The regulation of provision of online parking spaces reservation services by Interparking Polska sp. z o.o.

When choosing the services of Interparking Polska Sp. z o.o. via the website www.ncaparking.pl , you automatically accept the conditions specified herein. If you do not agree to the terms and conditions specified herein, you are requested not make an online reservation of a parking spaces.

§1 General information

1. The Regulation of provision of online parking spaces reservation services (hereinafter: the "**Regulation**") shall specify the rules for online reservation of parking spaces provided by Interparking Polska Sp. z o.o. with registered office in Warsaw, ul. Św. Barbary 4/2 (00-686 Warsaw), entered in the register of entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, Commercial Division XII of the National Court Register (KRS) under number: 0000138105, Tax Identification Number (NIP): 522-24-20-314, share capital: PLN 20,200,000.00, e-mail: [info-pl@interparking.com], phone.: (22) 629 59 44 (hereinafter: "**Interparking**" or "**Service Provider**").
 1. The Regulation is available via the website of Interparking Polska Sp. z o.o. at www.ncaparking.pl
 2. The Regulation shall constitute a regulation within the meaning of Article 8 of the Act on Electronic Services of 18 July 2002 (Journal of Laws No. 144, item 1204, as amended).
 3. This Regulation shall specify in particular: types and scope of services provided by Interparking by electronic means, terms of provision of those services, terms of the conclusion and termination of contracts for online provision of services as well as complaints procedure.

§2 Definitions

1. **Service Provider** – Interparking Polska Sp. z o.o.
2. **Website** – website available at www.ncaparking.pl , via which the Service Recipient can use the services provided electronically by Interparking.
3. **Service Recipient** – a natural person, a legal person or organisational unit without legal personality, provided with legal capacity by the law, who uses the Website in order to use the services provided online by Interparking.
4. **Services** – services provided online by Interparking, involving online reservation of parking spaces in the area of the car park located in Balice.
5. **Agreement** – parking space reservation contract agreement concluded online between the Service Recipient and Interparking.
6. **Car Park** – car park located in Balice in the Commune of Zabierzów and Commune of Kraków, at 43 Kapitana Mieczysława Medveckiego street.

§3 Services

1. Interparking provides its services of online reservation services of parking spaces located in the area of the Car Park via the Website.
2. All information, data and materials made available on the Website in the tab “Booking” (including but not limited to names, logos and price lists) as well as all other intellectual property rights belong to Interparking or the owner of the Website and are protected by copyrights, rights to trademarks, rights to databases or other intellectual property rights.
3. It is forbidden to use the resources of the Website by the Service Recipient to conduct a business activity based on the information and tools available on the Website.

§4 Conclusion and Conditions of the Agreement Statutory and contractual right to withdraw from the Agreement

1. The Service Recipient can use the Service available via the Website subject to compliance with the technical requirements referred to in § 5 of the Regulation and subject to acceptance of the provisions hereof.
2. The provisions herof shall be of a binding agreement between Interparking and the Service Recipient and shall specify the legal basis and conditions of the Agreement, including the rights provided to the Service Recipient has under the Agreement to the real property i.e. the Car Park.
3. The Service Recipient and Interparking shall be the parties to the Agreement. The Service Recipient shall hereby confirm that they have full legal capacity to enter into legally binding commitments by accepting the conditions hereof, and shall be responsible for the proper execution of the Agreement. The Service Recipient shall not be allowed to conclude the Agreement or make any payments under the Agreement with the use of counterfeit or misappropriation of the first or last name, using false or third persons credit cards or their bank accounts, without the consent of the owner of the credit card or bank account or in any other manner not compliant with the law.
4. The conditions of the conclusion of the Agreement are: correct execution of the reservation process by selection of reservation criteria, complete filling of the data of the Service Recipient, acceptance of the conditions hereof and paying the reservation fee.
5. The process of reservation of a parking space requires :
 - a) visiting the Website by the Service Recipient;
 - b) on the homepage of the Website or Booking tab, the Service Recipient shall specify a booking date, i.e. a date and time of arrival and a date and time of departure. The Service Recipient may book a parking space online before the Car Park entry time specified by the Service Recipient, and reservation must be made for a period of at least 15 minutes. The functionality of the Website may provide for minimum

requirements as to the time interval between the reservation and booked Car Park entry time;

- c) after provision of the data referred to in letter b) above and selecting "Check the price", the Service Recipient shall be informed about the fee for the reservation of the parking space in the Car Park (the price shall be gross price unless expressly specified otherwise and the minimum fee for reservation of a parking space is equivalent to the reservation fee for a period of 24 hours), after which the Service Recipient accepts the completed data and the value of the reservation fee by selecting the "Book now" button;
 - d) next the Service Recipient enters his/her personal data, i.e. name, surname, e-mail address and vehicle registration number and, optionally, the promotion code;
 - e) by commencing the parking space reservation process, the Service Recipients grants consent to receive, to the provided e-mail address, the information connected with performance of the Service by Interparking;
 - f) if the Service Recipient wishes to receive a VAT invoice for the provided Services, they shall select the appropriate field "I would like to receive an invoice" and enter the required data. The Service Recipient hereby grants consent to receive electronic VAT invoice within the meaning of the applicable law. On the basis of the Service Recipient's Based on the data of the Service Recipient Interparking will shall generate a VAT invoice in a PDF format and send it from the e-mail address of the Service Provider specified in §4 section 12 below as an attachment to the e-mail address provided by the Service Recipient. The above consent also includes consent to issue and send correction of VAT invoices issued by Interparking in the case referred to in Clause §4 section 12 below;
 - g) then, the booking process requires acceptance of the Regulation and the Terms and Conditions of the Car Park;
 - h) after entering the data and selecting "Book and pay" button, the Service Recipient will be redirected to the online payment system website where they pay for the reservation of the parking space using the selected payment method supported by the system. The fee for online reservation of the parking space is calculated automatically based on the data entered in the reservation form by the Service Recipient;
 - i) after reservation fees for the parking space have been paid correctly, a message containing the confirmation of the parking space reservation and will be sent to the e-mail address provided by the Service Recipient. The confirmation will contain an "QR code" and information regarding further procedure. The Service Recipient who receives the message with the link to the confirmation of the reservation of the parking space is obliged to print the confirmation.
6. The Agreement is concluded upon proper payment of the parking space reservation fee by the Service Recipient. Confirmation of full performance of the Service by Interparking shall be the message containing the "QR code" sent by the Service Provider to the e-mail address provided by the Service Recipient.

7. The proof of reservation of the parking space by the Service Recipient shall be printed confirmation of the parking space reservation (with the “QR code”). Lack of a printed, legible parking space reservation confirmation with the “QR code” may prevent the entrance to the Car Park. The above shall not constitute grounds for reimbursement of the reservation fee paid by the Service Recipient. In the absence of a printed confirmation of reservation of a parking space, it is possible to scan the confirmation from the screen of the Service Recipient's device, provided that the image is compatible with the technical requirements of the barcode reader 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 booking a parking space.
8. The “QR code” in the printed confirmation of the reservation of the parking space or possibly on the screen of the Service Recipient’s device must be placed (scanned) at the barcode reader installed in the entry column at the entrance to the Car Park covered by the Agreement. Then, the parking system will print a parking ticket for the Service Recipient, along with the programmed parking time specified during reservation of the parking space.
9. In consequence of conclusion of the Agreement, Interparking is obliged to ensure availability of a parking space in the Car Park for the Service Recipient in the period specified in the concluded reservation Agreement. Entering the area of the Car Park and taking of the parking space by the Service Recipient results in conclusion of the contract of use of the parking space between the Service Recipient and Interparking under the Terms and Conditions of the Car Park. The terms and conditions of the Car Park are available on www.ncaparking.pl. By concluding the reservation Agreement, the Service Recipient accepts the Terms and Conditions of the Car Park. The reservation fee paid by the Service Recipient for reservation of the parking space shall be credited towards the fee for use of the parking space in the Car Park to which the reservation applies, and if the duration of using of the parking space by the Service Recipient does not exceed the period specified in the reservation, the Service Recipient shall be charged with no additional fees. If the Service Recipient exceeds the parking time specified in the reservation confirmation and the parking ticket issued on the basis of the received “QR code” parking ticket, the Service Recipient shall be required, before leaving the Car Park, to pay in the automatic cash register or in the Car Park office, a fee for use of the parking space over the reserved parking time at the rates resulting from the pricelist at the Car Park. before
10. Under the Agreement, the Service Recipient shall be allowed to enter the Car Park in the period from 6 hours before to 6 hours after the Car Park entry time specified in the reservation process. The aforementioned does not change in any manner the period of time for which the parking space is reserved. The Service Recipient when entering the Car Park shall take the first free parking space. The Service covers only the Car Park, to which the reservation applies. The Service does not apply to other car parks.
11. Subject to Clause 12 below, the Service Recipient cannot withdraw from the Agreement. The above-mentioned restriction does not apply to consumers and natural persons conducting a business activity, as referred to in Article 7aa of the Act on Consumers’

Rights of 30 May 2014, who can withdraw from the Agreement until execution of the Service by Interparking, i.e. until Interparking sends the e-mail containing the “QR code” to the e-mail address specified by the Service Recipient. Such withdrawal requires the Service Recipient only to send a notice of withdrawal from the Agreement to the following e-mail address of the Service Provider: biuro@ncaparking.pl, containing the following data: name and surname, e-mail address specified in the reservation process as well as Car Park entry time specified in the reservation.

12. In the case of conclusion of the Agreement, based on which a reservation fee exceeding PLN 30 gross has been paid, it is possible to partially withdraw from the Agreement to the extent exceeding the above amount. The Service Recipient can partially withdraw from the Agreement no later than upon expiry of a half of the period between the reservation and the Car Park entry time specified in the reservation, and if the said period exceeds 48 hours, the right to partial withdrawal from the Agreement can be exercised no later than 24 hours prior to the Car Park entry time specified in the reservation. The notice of partial withdrawal shall be sent by the Service Recipient to the following e-mail address of the Service Provider: biuro@ncaparking.pl. The notice of partial withdrawal, for its validity, must contain the following data: name and surname, e-mail address specified in the reservation process, Car Park entry time specified in the reservation as well as the first 10 digits of the “QR code” received by the Service Recipient along with reservation confirmation. In the case of effective partial withdrawal from the Agreement, the Service Recipient shall receive a reimbursement of the reservation fee to the extent exceeding PLN 30 gross. The reimbursement shall be made in the same method which has been used for payment the fee.

§ 5 Technical Conditions of Use of Services

1. The correct use of the Website and the Services shall be possible provided that the IT system of the Service Recipient shall meet the following technical requirements:
 - Access to the Internet,
 - E-mail account,
 - Web browser compatible with HTML5 with TLS,
 - Reader of PDF files,
 - Printer with a resolution of minimum of 600 dpi (dots per inch) with print of A4 white paper, printing legibly.
2. Interparking shall not be responsible for problems or technical restrictions in the computer equipment or software used by the Service Recipient, and which prevents from or impedes using of the Website.

§ 6 Liability

1. It shall not be allowed to use of the Website (including Services provided online) for any purpose in breach of the applicable law, provisions of the Terms and Conditions or good practice.

2. It shall not be allowed to send by the Service Recipient to Interparking any information and content of an unlawful, offensive or misleading nature, and content which may cause interference or damage to computer systems.
3. Interparking shall not be responsible for using the Website by the Service Recipient in any manner contrary to the provisions hereof.
4. Unless expressly specified otherwise, the materials, information or prices presented on the Website shall 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 the use of the Services and in certain situations also the use of the Car Park involves the processing of your personal data ("Personal Data", "Data"), please see the information below.
2. The Controller of your Personal Data is Interparking Polska Sp. z o.o. with registered office in Warsaw ("Interparking").
3. Your Personal Data are processed with appropriate security measures, meeting the requirements of the law. The Personal Data will be processed for the purposes of:
 - conclusion of the Agreement, including the provision of Services,
 - provision of parking services, including rental of parking spaces,
 - performing video monitoring (if applicable);
 - settlement and invoicing of parking services,
 - correspondence in the above matters, including the conduct of the complaint procedure (if applicable),
 - marketing purposes, if consent was granted or if the legal basis for processing is permitted, legally legitimate interests of the personal data controller - Article 6 section 1 letter f) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April /04/2016.on the protection of individuals with regard to the processing of personal data on the free movement of such data and repealing Directive 95/46/EC ("**GDPR**").
4. In addition, Personal Data may be used for statistical purposes within the legally permitted and legitimate interest of the controller of Personal Data (Article 6 section 1 Letter f) of GDPR).
5. Personal Data will be kept only for the period necessary for the proper implementation of the above purposes, and after their implementation for the period required by the obligations imposed on the controller by legal provisions, including (i) provisions on civil liability for the proper performance by the parties of their obligations and (ii) regulations tax.

6. The recipients of Personal Data may be relevant associates of Interparking, to the extent that it may be required to perform the obligations related to the implementation of the above data processing purposes. Recipients of your Data may also third-party service providers (e.g. entities providing postal, courier, banking, consulting, financial, accounting, tax, auditing, legal services, entities involved in the settlement / payment of parking services, as well as entities providing IT services, such as hosting or servicing of IT systems and software, including suppliers and service technicians of parking systems), to the extent that it is justified by the above data processing purposes or related to the storage or transfer of Data. In the case of marketing activities, the recipients of the Data may be media houses, advertising agencies, entities providing marketing services in to the extent that they take part in the marketing activities of Interparking.
7. You have the right to: access your Personal Data, rectify it, delete it, limit processing, transfer data, the right to object to data processing due to your special situation or for direct marketing purposes, as well as the right to withdraw consent to the processing of data at any time without affecting the legality of the current processing. In order to exercise the above rights, you can send a message to the following e-mail address: iod@interparking.com. The Data Protection Officer of Interparking can be contacted at: iod@interparking.com.
8. The basis for the processing of Personal Data depending on the situation, Article 6 section 1 Letters a), b), c) or f) of GDPR.
9. You also have the right to lodge a complaint to the President of the Personal Data Protection Office, if you find that there has been a breach of the provisions on the protection of personal data.

§ 8 Complaints

1. Any complaints regarding Services must be lodged via the complaint form available on www.interparking.pl, to the e-mail address: rezerwacje@ncaparking.pl or by postal mail to the address: Interparking Polska Sp. z o.o., ul. Św. Barbary 4/2, 00-686 Warsaw, within 7 days from the day the cause of the complaint is revealed.
2. Complaints should be lodged in Polish. In the case of complaints lodged in any other language, Interparking may ask the Client to send its translation into Polish. In such case, the complaint shall be deemed lodged upon receipt of such translation by Interparking.
3. The complaint should include the following data of the Service Recipient submitting the complaint:
 - a) First and last name specified during the reservation process;
 - b) E-mail address or residence address and correspondence address;
 - c) subject of the complaint;
 - d) the exact description of the complained Service;
 - e) the cause of the complaint.

4. Complaints resulting from lack of knowledge of hereof, terms and conditions of the Car Park and/or provisions of the applicable law shall not be considered. In the case of Service Recipients who are not consumers, Interparking's liability is limited to the actual damage caused by intentional fault.
5. Complaints shall be considered by Interparking within 14 days from the day of complaint receipt.
6. The person submitting the complaint shall be informed of the consideration of the complaint by e-mail or by post.
7. The above provisions do not affect the statutory rights of a consumer resulting from the failure to execute or from the improper execution of the Agreement, including the right to raise claims in mode other than complaint hereof.
8. If the Service Recipient does not agree with a decision of the Service Provider to dismiss the complaint, they may refer the matter to the court.
9. In the event of a dispute, the Service Recipient, who is a consumer, who intends to conclude a non-judicial agreement with the Service Provider, may refer the dispute to be settled by the Permanent Amicable Consumer Court (PACC) acting by the competent Voivodeship Inspectorate of Commercial Inspection, by submitting a relevant application on the form available at the competent PACC or on the websites of the Voivodeship Inspectorates of Commercial Inspection.

§ 9 Final Provisions

1. This Regulation shall enter into force on the day of its publication on the Website and shall replace all previously applicable provisions on this matter.
2. The Service Provider shall reserve the right to unilaterally introduce changes of the provisions hereof or introduce new ones, and shall inform the Service Recipient by the publication on the Website. The new Regulation or changes to the provisions of the existing Regulation shall enter into force on the day of publication on the Website. The Agreements concluded before changes to these Regulations shall be still governed by the former version of the Regulations in force at the day of making the reservations.
3. In all matters not regulated by the Regulations, the provisions of the Polish law shall apply, including but not limited to the Polish Civil Code of 23 April 1964 (Journal of Laws of 1964, No. 16, item 93, as amended) and the Act on Electronic Services of 18 July 2002 (Journal of Laws No. 144, item 1204, as amended).