

## THE REGULATION OF PROVISION OF ON-LINE PARKING PLACES RESERVATION SERVICES BY PARKING WAWEL SL ODDZIAŁ W POLSCE

When choosing the services of Parking Wawel SL Oddział w Polsce via the website [www.parkingwawel.pl](http://www.parkingwawel.pl), you automatically accept the conditions specified herein. If you do not agree to the terms and conditions specified herein, please do not make a reservation of a parking place on-line.

### §1 GENERAL INFORMATION

1. The Regulation of provision of on-line parking places reservation services (hereinafter: the "**Regulation**") shall specify the rules for on-line reservation of parking places provided by Parking Wawel SL with its registered office in Barcelona, Spain, at Calle Valencia 93/ 3<sup>0</sup> 2<sup>a</sup>, 080239 Barcelona, having a branch in Poland with its registered seat in Kraków (31-101), Plac przy Groblach 24, registered in the register of entrepreneurs kept by the District Court for Warsaw City Centre in Warsaw, XI Commercial Department of the National Court Register, under KRS number [National Court Register No.]: 0000839766, NIP: 522-24-20-314, e-mail address: [biuro@parkingwawel.pl], phone: +48 (12) 426 27 09 (hereinafter: "**Parking Wawel**" or the "**Service Provider**").
2. The Regulation is available via the website of Parking Wawel SL branch in Poland at the address: [www.parkingwawel.pl](http://www.parkingwawel.pl).
3. The Regulation is a regulation within the meaning of article 8 of the act of 18 July 2002 on provision of on-line services (the Journal of Laws, no. 144, item 1204, as amended).
4. This Regulation shall specify in particular: types and scope of services provided on-line by Parking Wawel, the conditions governing the provision of these services, the conditions of the conclusion and termination of contracts for on-line provision of services and the complaints procedures.

### §2 DEFINITIONS

1. **Service Provider** – Parking Wawel SL branch in Poland.
2. **Website** - on-line service located at [www.parkingwawel.pl](http://www.parkingwawel.pl), via which the Service Recipient may use the services provided on-line by Parking Wawel.
3. **Recipient** - a natural person, a legal person or an organizational unit without legal personality, provided with legal capacity by the law, who uses the Website in order to use service provided on-line by Parking Wawel.
4. **Services** - services provided on-line by Parking Wawel, involving on-line reservation of parking places in the parking lot located in Kraków, Plac na Groblach 24.
5. **Agreement** - a parking place reservation agreement concluded on-line between the Service Recipient and Parking Wawel.
6. **Parking lot** - parking lot located in Kraków at Plac na Groblach 24.

### §3 SERVICES

1. Parking Wawel provides its services by using the Website of on-line reservation services of parking places located at the Parking lot.
2. All information, data and materials made available on the Website in the tab "Book" (including inter alia names, logos and price lists) and all other intellectual property rights belong, to Parking Wawel or the owner of the Website and are protected by the copyright, the trademarks rights, the database rights and other intellectual property rights.

**Z komentarzem [M1]:** Proszę o informację, czy istnieje angielska wersja strony internetowej? Jeżeli tak, to konieczne będzie ujednoczenie terminologii zawartej na stronie i w regulaminie.

Jeżeli nie to proponuję, abyśmy w nawiasach pisali jak poszczególne elementy strony brzmią po polsku.

3. It is not allowed to use resources of the Website as a basis for the Service Recipient to run any business activity based on information or 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 may use the Services available through the Website subject to compliance with the technical requirements as referred to in §5 hereof and provided the acceptance of the provisions hereof.
2. The provisions hereof shall be of a binding agreement between Parking Wawel and the Service Recipient, and shall specify the legal basis and the conditions of the Agreement including the rights provided to the Service Recipient under the Agreement to the real estate, i.e. the ground Parking lot located at Plac na Groblach 24 in Kraków.
3. The Service Recipient and Parking Wawel shall be the parties to the Agreement. The Service Recipient shall hereby confirm that it has 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 inconsistent 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 place requires:
  - a) access by the Service Recipient to the Website,
  - 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 place online, providing that the booking shall be made no later than 1 hour before the time of entering the Parking lot provided by the Service Recipient,
  - c) after provision of the data referred to in letter b) above and selecting "Recalculate", the Service Recipient shall be informed about the fee for the reservation of the parking place of the Parking lot (the price shall be gross if it has not been clearly indicated otherwise. Next the Service Recipient accepts the entered data, the choice of the Car park and the amount of the reservation fee by selecting the "Book" button,
  - d) then the Service Recipient shall enter its personal data, i.e. first name, last name, e-mail address twice and optional: contact phone number and the vehicle registration plate number;
  - e) the Service Recipient, by initiating the parking place reservation process, shall agree to receive to the provided e-mail address the information regarding the status of the Service executed by Parking Wawel,
  - f) if the Service Recipient wants to receive a VAT invoice for the provided Services, it shall select the appropriate field "I want to receive the invoice" and enter the required data. The Service Recipient shall hereby express its consent to receive electronic VAT invoice within the meaning of the relevant provisions of the law. Based on the data of the Service Recipient, Parking Wawel shall generate a VAT invoice in PDF format and send it to the e-mail address of the Service Recipient specified in §4 (12) below, as an attachment to the e-mail sent to the Service Recipient. The above consent shall

also cover a consent to issue and transfer corrective VAT invoices, issued by Parking Wawel in the case referred to in §4 (12) below,

- g) then the reservation process shall require acceptance hereof and optionally enter the discount code,
  - h) to make a reservation of a parking place, the Service Recipient shall select the appropriate field "I agree to execution of the on-line reservation service", by which it shall agree to the full execution of the Service by Parking Wawel,
  - i) after entering the data referred to in d) to h) above and selecting the field "Pay now", the Service Recipient shall be directed to the website of the on-line payments, the operator of which is DialCom24 Sp. z o.o. (trade name: PRZELEWY24),
  - j) after the acceptance of the regulations of PRZELEWY24, the Service Recipient shall select the payment method. Payments for the reservation of a parking place may be made by the Service Recipient by on-line transfer or by card supported by PRZELEWY24. The on-line reservation fee for a parking place shall be automatically calculated based on the data provided by the Service Recipient in the reservation form,
  - k) after the reservation fees for a parking place have been paid correctly, the Service Recipient shall receive, to the provided e-mail address, a message with a link to the confirmation of the reservation of a parking place, which shall contain automatically generated QR-code and the information regarding the further proceedings. The Service Recipient, who has received a message with a link to confirm reservation of a parking place, shall be required to print the confirmation.
6. The conclusion of the Agreement takes place at the time of paying the reservation fees for the parking place by the Service Recipient. Confirmation of the full execution of the Service by Parking Wawel shall be a message containing the QR-code sent by Parking Wawel to the e-mail address specified by the Service Recipient.
  7. A proof of reservation of a parking place by the Service Recipient shall be printed confirmation of the reservation of a parking place (with QR-code). Lack of the printed, legible confirmation of the reservation with QR-code shall prevent the entrance to the Parking lot. The above shall not constitute grounds for reimbursement of the reservation fee paid by the Service Recipient.
  8. QR-code located on the printed confirmation of the reservation of a parking place shall be applied (scanned) to the barcode reader located in the entrance column at the main entrance of the Parking lot covered by the Agreement. Then, the parking system shall print a parking ticket with the specified during the reservation, exit time.
  9. Following the concluded Agreement, Parking Wawel shall be required to provide the Service Recipient with accessibility of a parking place on the appropriate Parking lot in the period specified in the concluded reservation Agreement. By entry to the Parking lot and taking the parking place by the Service Recipient, the agreement between the Service Recipient and Parking Wawel is concluded for using a parking place in accordance with the Parking lot's regulations. The Parking lot regulations are available on the website [www.parkingwawel.pl](http://www.parkingwawel.pl). By concluding the reservation Agreement, the Service Recipient shall accept the regulations of the Parking lot. The reservation fee paid by the Service Recipient based on conclusion of the Agreement for reservation of a parking place, shall be calculated against the fee for using a parking place on the Parking lot, to which the reservation applies; if the time of using a parking place by the Service Recipient does not exceed the time indicated in reservation, the Service Recipient shall not be charged with additional fees. If the Service Recipient exceeds the time indicated in the reservation, it shall be required, before leaving the Parking lot, to pay, in the automatic cash register or an office of the Parking lot, a fee for using a parking place over the reserved time at the rates resulting from the price list of the Parking lot.

10. Based on the Agreement, the Service Recipient shall be allowed to enter the Parking lot in the period not exceeding 1 hour before the entry time specified in the reservation. The Service Recipient, when entering the Parking lot, shall take the first free parking place. The Service shall include only the Parking lot, to which the reservation applies. The Service shall not apply to other parking areas.
11. Subject to paragraph 12 below, the Service Recipient shall not have the right to withdraw from the Agreement. This restriction shall not be applied to consumers, who may withdraw from the Agreement until execution of the Service by Parking Wawel, i.e. until a message with QR-code is sent by Parking Wawel to the e-mail address specified by the Service Recipient. Such withdrawal shall require sending the e-mail to the following address of the Service Provider rezerwacje@parkingwawel.pl a statement of withdrawal from the Agreement, including the following information: name, e-mail address specified during the reservation process and entry time to the Parking lot specified in reservation.
12. In the case of conclusion of the Agreement, based on which a reservation fee exceeding 30PLN gross has been paid, it shall be possible to partially withdraw from the Agreement to the extent exceeding this amount. The Service Recipient shall have the right to such partial withdrawal from the Agreement at the latest 24 hours before the entry time to the Parking lot specified in the reservation. The statement of partial withdrawal from the Agreement shall be sent by the Service Recipient to the following e-mail address of the Service Provider rezerwacje@parkingwawel.pl. The statement of partial withdrawal, for its validity shall include the following information: name, e-mail address specified during the reservation process, entry time to the Parking lot specified in the reservation, and the first 10 digits of QR-code received by the Service Recipient with this confirmation of the reservation. In the case of effective partial withdrawal from the Agreement, the Service Recipient shall receive the reimbursement of the reservation fees to the extent exceeding the amount of 30PLN gross. The fee reimbursement shall be in the same form, in which the fee has been paid.

#### **§5 TECHNICAL CONDITIONS FOR USE THE 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. Parking Wawel 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 RESPONSIBILITY**

1. It shall not be allowed to use the Website (including the Services provided on-line) to violate the existing law, the provisions hereof or morality.
2. It shall not be allowed to send by the Service Recipient to Parking Wawel information and content of an unlawful, offensive or misleading nature, and content which may cause interference or damage to computer systems.

3. Parking Wawel shall not be responsible for using the Website by the Service Recipient in a manner contrary to the provisions hereof.
4. If it has not been specified otherwise, the materials, information or price on the Website shall not constitute an offer within the meaning of the Civil Code of 23 April 1964 (the Journal of Laws of 1964, no. 16, item 93, as amended).

#### **§7 PROTECTION OF PERSONAL DATA**

1. Due to the fact that the use of the Services and in some situations also the use of the Parking lot involves the processing of your personal data ("Personal Data", "Data") please see the information below.
2. The Administrator of Personal Data is Parking Wawel with its seat in Barcelona, Spain, Calle Valencia 93 / 3º 2ª, 08029 Barcelona, having a branch in Poland, based in Krakow, Plac Na Groblach 24, 31-101 Krakow ("**Parking Wawel**", "**Administrator**").
3. Personal data is processed with appropriate security measures, meeting the legal requirements. Personal Data will be processed for the purposes of:
  - conclusion of the Agreement, including the provision of Services,
  - providing 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, if the legal basis for processing is permitted, legally legitimate interests of the personal data administrator - art. 6 sec. 1 letter f) 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 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 personal data administrator (Article 6 (1) (f) of the GDPR). 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 data Administrator by legal provisions, including (i) provisions on civil liability for the proper performance by the parties of their obligations and (ii) regulations tax.
5. The recipients of Personal Data may be relevant Parking Wawel associates, 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 be external 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 Parking Wawel's marketing activities.
6. 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

implement the above rights you can send a message to the following address: [biuro@parkingwawel.pl](mailto:biuro@parkingwawel.pl). Contact to the Data Protection Officer: [iod@interparking.com](mailto:iod@interparking.com).

7. The basis for the processing of Personal Data depending on the situation is Art. 6 sec. 1 sec. b), c) or f) GDPR.
8. 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 concerning the Services should be reported to on the e-mail address: [rezerwacje@parkingwawel.pl](mailto:rezerwacje@parkingwawel.pl), by post to the address: Parking Wawel Oddział w Polsce, plac Na Groblach 24, 31-101 Kraków, within 7 days from the date of disclosure of the reasons of the complaint.
2. The complaints submitted in Polish shall only be considered.
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. The complaints arising from the lack of knowledge hereof, the regulations of the Parking lot and/or the provisions of the applicable law shall not be considered. In the case of non-consumers, Parking Wawel's responsibility shall be restricted to the actual damage caused by intentional fault.
5. The complaints shall be considered by Parking Wawel within 21 working days from the date of delivery of the complaint.
6. A person submitting the complaint shall be informed about the result 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 from the improper execution of the Agreement.
8. If the Service Recipient does not agree with a decision of the Service Provider to dismiss the complaint, it 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 introduce unilaterally 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. The provisions of the Polish law shall be applied for the matters not covered by this Regulation, including in particular the provisions of the Civil Code of 23 April 1964 (the Journal of Laws of 1964, no. 16, item 93, as amended), and the Act of 18 July 2002 on the provision of services on-line (the Journal of Laws, no. 144, item 1204, as amended).