

## **Terms and Conditions of Service of Electronic Booking Provided by Parking Wawel SL Branch in Poland**

Deciding to use the services of Parking Wawel SL Branch in Poland. via the website [www.parkingwawel.pl](http://www.parkingwawel.pl) you automatically accept the provisions of these Terms and Conditions. If you do not accept the provisions of these Terms and Conditions, you are requested not to book parking spaces online.

### **§1 GENERAL INFORMATION**

1. These Terms and Conditions of Electronic Services (hereinafter: "**Terms and Conditions**") determine the terms of use of online car space booking services 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 Terms and Conditions are available via the website of Parking Wawel SL Branch in Poland at [www.parkingwawel.pl](http://www.parkingwawel.pl).
3. These Terms and Conditions for terms and conditions 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).
4. These Terms and Conditions specify, in particular: types and scope of services provided by Parking Wawel SL Branch in Poland by electronic means, terms of provision of those services, terms of conclusion and termination of electronic service contracts as well as the complaint handling procedure.

### **§2 DEFINITIONS**

1. **Service Provider** – Parking Wawel SL Branch in Poland Polska Sp. z o.o.
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 SL Branch in Poland.
3. **Service 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 SL Branch in Poland.

4. **Services** - services provided on-line by Parking Wawel SL Branch in Poland, involving on-line reservation of parking places in the parking lot.
5. **Agreement** - a parking place reservation agreement concluded on-line between the Service Recipient and Parking Wawel SL Branch in Poland.
6. **Parking lot** - parking lot located in Kraków, 24 Plac na Groblach.

### **§3 SERVICES**

1. Parking Wawel SL Branch in Poland 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 (including inter alia names, logos and price lists) and all other intellectual property rights belong, to Parking Wawel SL Branch in Poland or the owner of the Website and are protected by the copyright, the trademarks rights, the database rights and other intellectual property rights.
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 Clause 5 hereof and provided the acceptance of the provisions hereof.
2. The provisions hereof shall be of a binding agreement between Parking Wawel SL Branch in Poland 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 Parking lot.
3. The Service Recipient and Parking Wawel SL Branch in Poland 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 "Book now", 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 now" 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 SL Branch in Poland,
  - 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 SL Branch in Poland shall generate a VAT invoice in PDF format and send it to the e-mail address of the Service Recipient specified in Clause 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 SL Branch in Poland 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) after entering the data referred to in d) to h) above and selecting the field "Book and pay", the Service Recipient shall be directed to the website of the on-line payments, the operator of which is PayPro S.A. (trade name: PRZELEWY24),
  - i) 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,
  - j) 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 SL Branch in Poland shall be a message containing the QR-code sent by 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. 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, Parking Wawel SL Branch in Poland 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. 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. In consequence of conclusion of the Agreement, Parking Wawel SL Branch in Poland is obliged to ensure availability of a parking space in the Car Park for the Service Recipient in the period specified in the concluded booking Agreement. Entering the area of the Car Park and taking of the parking spot by the Service Recipient results in conclusion of the contract of use of the parking space between the Service Recipient and Parking Wawel SL Branch in Poland under the Terms and Conditions of the Car Park. The terms and conditions of the Car Park are available on [www.parkingwawel.pl](http://www.parkingwawel.pl). By concluding the Booking Agreement, the Service Recipient confirms that he/she has read the Car Park regulations. The booking fee the Service Recipient paid for booking of the parking space shall be credited towards the fee for use of the parking space in the Car Park, and if the duration of the parking space by the Service Recipient does not exceed the period specified in the booking, the Service Recipient shall be charged with no additional fees on that account. If the Service Recipient exceeds the parking time specified in the booking period and the parking ticket issued on the basis of the received "QR code", the Service Recipient shall pay a fee for use of the parking space in excess of the booked parking time at the rates resulting from the Car Park regulations in the automatic cash register before leaving the Car Park. Within the Booking Contract, the Service Recipient is entitled to one entry and one exit from the Parking Lot. The Booking Contract ends upon leaving the Car Park.
10. The Service Recipient may edit the Reservation Agreement by using the "Manage your reservation" link included in the confirmation sent to the e-mail address provided by the Service Recipient. Editing the booking causes the cancellation of the original reservation. A new reservation is created which requires a new payment. The cost of cancelled reservation is fully refunded. The refund is be made using the same method as used for paying the fee. A new confirmation of the Reservation Agreement with "QR code" is generated and sent to the e-mail address provided by the Service Recipient. The method of using the "QR code" is described in Clause 4 (7 and 8).

11. Based on the Agreement, the Service Recipient shall be allowed to enter the Parking lot in the period not exceeding 30 minutes 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.
12. Subject to Clause 13 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 SL Branch in Poland, i.e. until a message with QR-code is sent by Parking Wawel SL Branch in Poland 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 [bok@interparking.com](mailto:bok@interparking.com) 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.
13. In the case of conclusion of the Service Recipient under which a booking fee exceeding gross PLN 5 was paid, the Agreement can be withdrawn from partially in the scope exceeding the above amount. The Service Recipient has the right to such partial contractual withdrawal from the Agreement no later than 30 minutes before the time of entry to the Car Park indicated in the reservation. The Service Recipient may do so using the "Manage Reservation" link available in the message confirming the Booking Contract, via the "Cancel Reservation" button or by visiting the website <https://rezerwacje.parkingwawel.pl/book/WAW/ParkingManageBooking?cmd=login> and clicking "Cancel Reservation". In the case of effective partial withdrawal from the Contract, the Service Recipient shall receive a refund of the booking fee in the part exceeding gross PLN 5. The refund shall be made using the same method as used for paying the fee.

## **§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:
  - Internet access,
  - 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 SL Branch in Poland 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. Use of the Website (including Services provided electronically) for any purpose in breach of the applicable law, provisions of the Terms and Conditions and good customs

is prohibited.

2. Sending by the Service Recipient to Parking Wawel SL Branch in Poland of any unlawful, offensive, misleading information or content, or any content that may cause disturbance or damage to the computer systems is prohibited.
3. Parking Wawel SL Branch in Poland accepts no liability for the use of the Website by the Service Recipient in any manner other than in compliance with these Terms and Conditions.
4. Unless expressly specified otherwise, the materials, information or prices presented on the Website are not an offer within the meaning of the Polish Civil Code of 23 April 1964. (Journal of Laws of 1964, No. 16, item 93, as amended).

## **§7 PERSONAL DATA PROTECTION**

1. As use of the Services and, in certain, use of the Car Park entails processing of your personal data ("Personal Data", "Data"), please familiarise yourself with 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. Your Personal Data are processed with use of adequate safeguarding measures meeting the requirements of the law. The Personal Data are processed for the following purposes:
  - a) conclusion of the Contract, including performance of Services;
  - b) provision of parking services, including rental of parking spots;
  - c) video surveillance (if applicable);
  - d) settlement and invoicing of parking services;
  - e) correspondence concerning the above matters, including a potential complaint procedure (if applicable);
  - f) marketing purposes, if consent was granted or if the legal basis of processing are permissible, 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 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 ("GDPR").

4. Furthermore, personal data can be used for statistical purposes within the framework of legitimate interests of the controller of Personal Data (Article 6 Para. 1 Letter f) of GDPR).
5. Personal Data shall be stored only for the period required for proper pursuit of the above purposes and, upon their accomplishment, for the period required to perform the obligations imposed on the controller by the law, including (i) laws on third-party liability for due performance of obligations of the parties and (ii) tax laws.
6. The recipients of your Personal Data can be also the relevant associates of Parking Wawel SL Branch in Poland, to the extent it may be required for the purpose of performance of obligations connected with pursuit of the above processing purposes. The recipients of your Personal Data may be also 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 such IT services as hosting or maintenance of IT systems and software, including car park system providers and technicians) as reasonably required for the above processing purposes or as connected with storage or transfer of Data. In the case of marketing activities, the Data recipients can be media houses, advertising agencies, entities providing marketing services, in the scope in which they participate in the marketing activities of Parking Wawel SL Branch in Poland.
7. You have the right to: access your Personal Data, rectify them, erase them, restrict their processing, transfer them, raise an objection against 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 order to exercise the above rights, you can send a message to the following e-mail address: [iod@interparking.com](mailto:iod@interparking.com). The Data Protection Officer of Parking Wawel SL Branch in Poland can be contacted at: [iod@interparking.com](mailto:iod@interparking.com).
8. The basis for processing of Personal Data is, depending on situation, Article 6 Para. 1 Letters a), b), c) or f) of GDPR.
9. You also have the right to file a complaint with the President of the Personal Data Protection Office if you believe that the personal data protection law has been breached.

## **§ 8 Complaints**

1. We propose lodging all complaints regarding Services via the complaint form the link to which can be found on [www.interparking.pl](http://www.interparking.pl), to the e-mail address: [bok@interparking.com](mailto:bok@interparking.com) or by postal mail to the address: Parking Wawel SL Oddział w

Polsce., ul. Św. Barbary 4/2, 00-686 Warsaw, within 14 days from the day the cause of the complaint is revealed.

2. Complaints must be lodged in Polish. In the case of complaints lodged in any other language, Parking Wawel SL Branch in Poland may ask the Client to send its translation into Polish. In such a case, the complaint shall be deemed lodged upon receipt of such a translation by Parking Wawel SL Branch in Poland.
3. The complaint shall contain information in the scope of the following details of the Service Recipient lodging the complaint:
  - a) name and surname provided in the booking process;
  - b) electronic mail address or residence address and correspondence address;
  - c) complaint subject;
  - d) detailed description of the Service complained against;
  - e) complaint cause.
4. Complaints resulting from not knowing these Terms and Conditions, terms and conditions of the Car Park and/or provisions of the applicable law shall not be accepted. In the case of Service Recipients who are not consumers, Parking Wawel liability is limited to the actual damage inflicted intentionally.
5. Complaints shall be reviewed by Parking Wawel SL Branch in Poland within 14 days from the day of complaint receipt.
6. The person lodging the complaint shall be notified of the complaint resolution method via electronic mail or postal mail.
7. The above provisions do not infringe the consumers' statutory rights for failure to perform or to properly perform the Contract, including the right to raise claims in any mode other than the complaint.
8. If the Service Recipient does not agree with the decision of the Service Provider to refuse to accept the complaint, he/she may bring the case to court.
9. In case of a dispute, the Service Recipient who is a consumer who intends to reach an out- of-court agreement with Service Provider can refer the dispute for resolution to the Permanent Business Arbitration Court (PBAC) of the competent Voivodship Commercial Inspectorate, submitting the relevant request in the form available at the competent PBAC or on the websites of Voivodship Commercial Inspectorates.



## **§ 9 Final Provisions**

1. These Terms and Conditions enter into force on the day of publication on the Website and revoke all previously applicable provisions regarding their subject.
2. The Service Provider reserves the right to unilateral changes of the provisions hereof or introduction of new Terms and Conditions, of which the Service Recipient shall be notified by means of a publication on the Website. The new Terms and Conditions or changes of provisions of existing Terms and Conditions shall enter into force on the day of publication on the Website. The version of Terms and Conditions effective on the day of booking of the parking spot by the Service Recipient shall apply to all Contracts concluded prior to the change of the Terms and Conditions.
3. In all matters not regulated by these Terms and Conditions, 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).