

## **ABRIDGED PARKING LOT REGULATIONS**

1. The parking lot is open twenty-four-hour seven days a week on the basis of short-term lease of parking space with the maximum parking period of up to 30 days. Drivers of vehicles entering the parking lot without the access cards are obliged to collect a parking ticket.
2. Commercial vehicles, vehicles with trailers and cars above 210 cm are not allowed to enter. The speed limit on the area of the parking lot is 20 km/h.
3. It is forbidden to park at entrances, exits, traffic lanes, passages, pedestrian crossings, places designated with a “NO PARKING” sign or other not designated places.
4. It is forbidden to enter the parking lot with weapons, dangerous materials, illegal substances and opened containers with alcohol. Using open fire and smoking is strictly forbidden on the parking lot area.
5. Informational road signs and speed limits must be strictly obeyed.
6. Traffic on the parking lot is based on the provisions of the Polish Traffic Code (Traffic Law Act as of 2005, as amended).
7. Failure to abide by Parking Lot Regulations results in a fee in the amount of PLN 500 and retaining the vehicle until such payment is made. Vehicles which constitute a threat to safety may be towed at the vehicle’s owner cost.
8. A payment is charged for losing a parking ticket in the amount of the maximum daily rate for using the parking space for every day of using the parking lot, and additionally, a flat fee in the amount of PLN 30. In such case the car may be returned after proving with proper documents the right to collect the car and making a written confirmation of the car collection by the person concerned. Parking fee must be paid at the pay station before leaving the parking lot.
9. After making the payment for a single ticket a driver should leave the parking lot within 15 minutes.
10. Parking tickets should not be left inside vehicles. The vehicle should be locked and its contents secured. Please do not leave the contents of the vehicle in plain sight.
11. Parking lot is supervised; vehicles with a valid parking ticket are monitored by staff to protect them against theft and devastation of vehicle’s equipment during their parking period. Both the owner and the administrator of the parking lot are not liable for theft, loss or devastation of the vehicle as well as items left in the vehicle.
12. Parking lot is kept by Interparking Polska Sp. z o.o. situated at: ul. Koszykowa 59/6 00-660 Warszawa. To obtain information or notify a problem please contact Parking Lot Service Office under the phone number +48 663-313-313 or through e-mail address [rezerwacje.balice@interparking.com](mailto:rezerwacje.balice@interparking.com)
13. Payment for parking space lease is charged according to the binding price list.
14. Full Regulations of the parking lot and other information about the parking lot are available at the Parking Lot Service Office.

# **REGULATIONS OF INTERPARKING KRAKÓW BALICE PARKING LOT**

## **1. ORGANISATION OF PARKING LOT**

- a. Parking lot kept by Interparking Polska Sp. z o.o. with a registered office in Warsaw (“Interparking”) is an unguarded parking lot.
- b. Interparking is not liable for damage resulting from theft, loss or devastation of a vehicle, and items left in a vehicle. The above stipulation does not apply to damage caused by Interparking.

## **2. TERMS OF USE OF PARKING LOTS**

- a. To enter the parking lot it is necessary to collect a single ticket or use a subscription card.
- b. A parking fee shall be paid before entering a parking lot through online reservation service, before leaving a parking lot at the automated pay station or in the Parking Lot Service Office.
- c. 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.

## **3. DRIVER’S DUTIES**

A driver using a parking lot is obliged:

- a. To show the subscription card or a ticket to the parking lot staff at their request at the moment of entering and leaving the parking lot.
- b. To obey road signs and designated directions of traffic.
- c. To park a vehicle on designated spaces.
- d. To secure a vehicle against entrance of unauthorised persons and use available security systems.
- e. Not to litter the area of parking lot.
- f. Not to leave items which do not constitute car factory equipment in a car.
- g. Not to repair or clean a car on parking spaces.
- h. Follow parking lot staff’s orders.

## **4. DETAILED PROVISIONS**

- a. Parking fee on the basis of a single ticket may be paid in cash or by card.
- b. Parking fee on the basis of subscription card may be paid:
  - in cash or by card in the case of cash subscription,
  - by transfer in the case of transfer subscription. Transfer subscriptions are paid within 7 days of the date of issuing an invoice. Failure to make the payment within this term shall result in denial of access to the parking lot and charging statutory interest,
  - in cash, by card or transfer in the case of prepaid service.
- b. Car driver shall immediately inform the person in charge of the parking lot about losing a single ticket. In such case the car may be returned after proving with proper documents the right to collect the car and making a written confirmation of the car collection by the person concerned.
- c. A person with a single ticket or a subscription card ascribed to the car is considered by Interparking as a person authorised to enter the area of the parking lot, drive a vehicle on the area of the parking lot and leave this area. Interparking may request a driving licence.
- d. In the case of losing a subscription card a new card will be issued after making the payment pursuant to the price list.

- e. For losing a parking ticket payment is charged in the amount of the maximum daily rate for using the parking space for every day of using the parking lot, and additionally, a flat fee in the amount of PLN 30.
- f. After making the payment for a single ticket a driver should leave the parking lot within 15 minutes.
- g. Any automobile damage done within the area of the parking lot is liquidated as part of the mandatory third-party liability insurance of the perpetrator.
- h. If client's car blocks the traffic on the parking lot, Interparking has the right to remove the vehicle at the vehicle's owner cost.
- i. If a car is left outside the designated spaces, Interparking has the right to remove the vehicle at the vehicle's owner cost.
- j. A driver may leave the parking lot only after making payments due. If a driver leaves the parking lot without making the payment and/or takes other actions in order to avoid paying amounts due, an additional fee in the amount of PLN 500 may be charged and the vehicle will be added to so called black list and will not be allowed on the parking lot until the outstanding payments are made.
- k. Failure to comply with section 3 (Driver's duties) subsections b), c), e) or g) and in cases indicated in section 4 (Detailed provisions) subsections i) and j), may result in imposing a fee in the amount of PLN 500 and on the basis of Article 670 §1 of the Civil Code the car may be retained until such payment is made.

#### **5. ADDITIONAL INFORMATION FOR CONSUMERS**

- a. Interparking does not provide for special procedure for handling potential complaints of consumers. The liability of Interparking towards consumers using the parking lot is based on the binding legal regulations, in particular on 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 in terms and in a manner required by proper legal regulations, in particular provisions of the Civil Code.
- c. In the case of consumers the fee referred to in section 4 subsection k) and l) is PLN 150.

Parking lot administrator: Interparking Polska Sp. z o.o. with a registered office in Warsaw, 00-660 Warsaw, ul. Koszykowa 59/6, telephone: 22 629 59 44, District Court for the capital city of Warsaw, XII Commercial Division of the National Court Register, National Court Register No. (KRS) 0000138105, Taxpayer ID No. (NIP): 522-24-20-314, share capita: PLN 200 000, paid in full.

## **Regulations of the online reservation of parking spaces by Interparking Polska sp. z o.o.**

By using services of Interparking Polska Sp. z o.o. through [www.interparkingbalice.pl](http://www.interparkingbalice.pl) web page you agree to the terms of these Regulations. If you do not agree to the terms provided in these Regulations you are requested not to make online reservation of parking spaces.

### **§1 General information**

1. These Regulations of online reservation of parking spaces (hereinafter referred to as “Regulations”) specify rules for using services of online reservation of parking spaces provided by Interparking Polska Sp. z o.o. with a registered office in Warsaw, at ul. Koszykowa 59/6 (00-660 Warsaw), entered into the register of entrepreneurs, kept by the District Court for the capital city of Warsaw in Warsaw, XII Commercial Division of the National Court Register, under National Court Register No. (KRS): 0000138105, Taxpayer ID No. (NIP): 522-24-20-314, share capital: PLN 200 000.00, e-mail address:[info-pl@interparking.com], tel.: (22) 629 59 44 (hereinafter referred to as “Interparking” or “Service Provider”).
2. The Regulations are available on the web page owned by the company under the business name of Interparking Polska Sp. z o.o. at the following address: [www.interparkingbalice.pl](http://www.interparkingbalice.pl)
3. These Regulations constitute regulations within the meaning of Article 8 of the Act on Rendering Electronic Services as of 18 July 2002 (Journal of Laws, No. 144, item 1204, as amended).
4. These Regulations define in particular: type and scope of services rendered online by Interparking, terms of provision of these services, terms of execution and termination of online service contracts as well as complaint procedure.

### **§2 Definitions**

1. Service Provider– Interparking Polska Sp. z o.o.
2. Web page– web site at the address [www.interparkingbalice.pl](http://www.interparkingbalice.pl) by which the Service User may use the services rendered online by Interparking.
3. Service User– a natural person, a legal person or organisational entity without legal personality which was granted a legal capacity through the act, which uses the web page in order to receive services rendered online by Interparking.
4. Services – services provided online by Interparking consisting in online reservation of parking spaces within the area of the available Parking Lots selected by the Service User situated within the area of Gdansk Airport.
5. Agreement– agreement on reservation of parking space concluded online between the Service User and Interparking.
6. Parking Lot– parking lot located in Balice within the area of Zabierzów Commune, at the junction of Kapitana Mieczysława Medweckiego Street and Sokolników Street.
7. RODO- Regulation of the European Parliament and of the Council (EU) 2016/679 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 the repeal of Directive 95/46 / EC.

Moreover, "marketing" is understood as the process of planning and implementing concepts, setting prices, promoting and distributing ideas, goods and services in order to make an exchange aimed at achieving the goals of the organization and individuals [Ph. Kotler: Marketing. The European Handbook, PWE, Warsaw 2006]. In the case of these Regulations, marketing concerns the above activities in the range of products and services offered by Interparking, including activities related to sending commercial / promotional materials and customer satisfaction surveys.

### **§3 Services**

1. Interparking renders services of online reservation of parking spaces within the Parking Lot through the Web Page.
2. All information, data and materials made available on the Web Page in the "Online Parking Reservation" tab (including, among the others, names, logotypes and price lists) and any other intellectual property rights belong to Interparking or the owner of the Web Page and are protected by copyrights, rights to trademarks, rights to data bases or other intellectual property rights.
3. It is forbidden to use the resources of the Web Page by the Service User to conduct a business activity based on the information and tools available on the Web Page.

### **§4 Execution and terms of Agreement Statutory and contractual right to terminate Agreement**

1. The Service User may use the Services available through the Web Page subject to the fulfilment of technical requirements referred to in §5 of the Regulations and subject to the acceptance of the terms of these Regulations.
2. Terms of these Regulations constitute binding agreement between Interparking and the Service User and specify legal basis and terms of the Agreement, including rights to the real estate, i.e. the Parking Lot, granted to the Service User pursuant to the Agreement.
3. The Service User and Interparking are Parties to the Agreement. The Service User confirms that he has full capacity to perform acts in law and to enter into legally binding commitments, and by accepting the terms of these Regulations he assumes liability for the proper performance of the Agreement. It is forbidden for the Service User to execute Agreement or make any payments thereunder with the use of false or someone else's name, with the use of counterfeit or someone else's credit card or someone else's bank account, without permission of the credit card's or bank account's owner or in any other illegal manner.
4. The Agreement shall be executed on the following conditions: properly performed reservation of parking space by selection of reservation criteria, entering complete Service User's data, acceptance of the terms of these Regulations and paying reservation fee.
5. The process of parking space reservation requires:
  - a) visiting the Web Page by the Service User;
  - b) specifying by the Service User on the home page of the Web Page or in the "Online Parking Reservation" tab the term of reservation, i.e. date and time of the entrance, as well as date and time of exit. The Service User shall make the online reservation of

parking space not later than 48 hours prior to the entrance time determined by the Service User, and the reservation shall be made for the period of at least 24 hours;

c) after entering data referred to in point b) above and clicking on “Check price” box, the Service User will be informed about the amount of payment for parking space reservation on the particular Parking Lot (the price given includes tax, unless it was set out otherwise), then the Service User accepts the entered data, the selection of Parking Lot and the amount of reservation fee by clicking on “Reserve” box;

d) then the Service User enters personal data, i.e. name, surname, e-mail address twice and optionally: contact phone number and vehicle registration number;

e) by initiating the process of parking space reservation the Service User agrees to receive information regarding the performance of Service by Interparking to the provided e-mail address;

f) if the Service User wishes to receive VAT invoice for the rendered Services he shall check a proper box „I want to receive an invoice” and enter required data. This way the Service User agrees to receive an electronic VAT invoice within the meaning of applicable legal regulations. Interparking will generate VAT invoice in PDF format based on Service User’s data and will send it using Service Provider’s e-mail address indicated in §4 section 12 below as an attachment to the e-mail address specified by the Service User. The above consent includes also the consent to issuing and sending revised VAT invoices issued by Interparking in events specified in §4 section 12 below;

g) the further reservation process requires the acceptance of these Regulations and optionally entering the discount code;

h) in order to make reservation of parking space the Service User is obliged to tick appropriate box “I consent to the performance of online reservation service”, by which he agrees to the full performance of Service by Interparking;

i) after entering data referred to in points d) – h) above and clicking on „Pay now” box the Service User is redirected to the web page of the online payment system operated by Centrum Elektronicznych Usług Płatniczych Eservice Sp. z o.o. (trade name eService)

j) after the acceptance of the terms of eService the Service User selects the method of payment. The payment for parking space reservation may be made by electronic transfer or card supported by eService. The payment for online parking space reservation is calculated automatically on the basis of data entered by the Service User in the reservation form;

k) after properly performed payment for parking space reservation a message will be sent to the e-mail address indicated by the Service User containing a link necessary to confirm parking space reservation, which will include automatically generated “QR-code” and information about further steps. The Service User who has received a message with a link to confirm the parking space reservation is obliged to print the confirmation.

6. The Agreement shall be concluded upon the properly performed payment for parking space reservation by the Service User. The message containing “QR-code” sent to the e-mail address indicated by the Service User constitutes the confirmation of the full performance of the Service by Interparking.
7. The confirmation of parking space reservation (with a “QR-code”) printed in a paper form constitutes a proof of parking space reservation by the Service User. The lack of printed, legible confirmation of parking space reservation with “QR-code” shall be considered an obstacle to enter the Parking Lot. The above stipulation shall not be the basis for the reimbursement of the reservation fee incurred by the Service User.

8. "QR-code" on the printed confirmation of the parking space reservation should be put against (scanned by) the barcode scanner located at the entrance column next to the entrance to the Parking Lot specified in the Agreement. After that the parking system will print a parking ticket for the Service User with a programmed parking period indicated during the parking space reservation.
9. As a result of the concluded Agreement Interparking is obliged to make the parking space available to the Service User within the appropriate Parking Lot in the period indicated in the concluded Reservation agreement. The Service User, by entering such Parking Lot and taking the parking space, enters into agreement with Interparking for using a parking space according to the Parking Lot regulations. Parking Lot regulations are available on the web page [www.interparkingbalice.pl](http://www.interparkingbalice.pl). By concluding the Reservation agreement the Service User consents to the terms of Parking Lot regulations. The reservation fee incurred by the Service User for the conclusion of the parking space reservation agreement shall be credited towards the payment for using parking space on the Parking Lot, which is the object of reservation, however, if the Service User does not use the parking space longer than indicated in the reservation, he will not be charged with additional fee in this respect. If the Service User exceeds the parking time specified in the reservation confirmation and the parking ticket issued on the basis of the received "QR-code" he will be obliged, prior to leaving the Parking Lot, to make payment at the automated pay station or in the Parking Lot office for using the parking space longer than the reserved time according to rates resulting from the Parking Lot regulations.
10. Pursuant to the Agreement the Service User is authorised to enter the Parking Lot within the period lasting from 6 hours before to 6 hours after the entrance time indicated in the reservation process. The above stipulation shall not in any way change the period of the parking space reservation. The Service User driving into the Parking Lot shall occupy the first vacant parking space. The Service applies only to the Parking Lot determined in the reservation. The service shall not apply to other parking lots.
11. Subject to section 12 below the Service User shall not have the right to terminate the Agreement. The said stipulation is not applicable to consumers who may terminate the Agreement until the moment of the Service performance by Interparking, i.e. until the receipt of a message containing "QR-code" sent by Interparking to the e-mail address indicated by the Service User. Such termination requires the consumer to send to the Service Provider's e-mail address [rezerwacje.balice@interparking.com](mailto:rezerwacje.balice@interparking.com) a declaration on termination of Agreement, containing the following data: name and surname, e-mail address indicated during the reservation process and entrance time specified in the reservation.
12. In case of conclusion of Agreement under which a reservation fee exceeding PLN 30 gross has been paid, it is possible to perform partial contractual termination of Agreement, within the scope exceeding the above amount. The Service User is entitled to such partial contractual termination of Agreement not later than up to 24 hours prior to the entrance time indicated in the reservation. The declaration on partial termination of Agreement shall be sent by the Service User to the e-mail address of the Service Provider [rezerwacje.balice@interparking.com](mailto:rezerwacje.balice@interparking.com). The declaration on partial termination of Agreement shall include the following data: name and surname, e-mail address indicated during reservation process, entrance time specified in reservation and first 10 digits of the "QR-code" received by the Service User with the confirmation of reservation, otherwise being null and void. In the case of legally binding partial termination of Agreement the Service User shall be reimbursed for the reservation fee

in the part exceeding the amount of PLN 30 gross. The reimbursement of the fee shall be performed in the same form as the amount was paid.

## **§5**

### **Technical requirements for using the Service**

1. In order to use the Web Page properly and use the Service it is necessary to fulfil the following technical requirements by the ICT system of the Service User:
  - Access to Internet network,
  - E-mail account,
  - Web browser supporting HTML5 and TLS,
  - PDF file reader,
  - Printer with the resolution of minimum 600 dpi (dots per inch) with the function of printing A4 format on white paper, printing legibly.
2. Interparking shall not be liable for problems or technical limitations of computer hardware or software, used by the Service User, which make it impossible or difficult to use the Web Page.

## **§6**

### **Liability**

1. It is forbidden to use the Web Page (including Services rendered online) in order to breach binding legal regulations, provisions of the Regulations and good practice.
2. The Service User shall not send to Interparking information and contents of illegal and offensive nature, information which may be misleading and contents which may cause interference or damage to computer systems.
3. Interparking shall not be liable for using the Web Page by the Service User in a manner which is contradictory to the provisions of these Regulations.
4. Except as otherwise explicitly provided, materials, information and prices presented on the Web Page do not constitute an offer within the meaning of the provisions of Civil Code as of 23 April 1964 (Journal of Laws as of 1964, No. 16, item 93, as amended).

## **§7**

### **Personal data protection**

1. If the Customer uses the parking space online from the booking system, the Customer will be asked to provide certain personal data in order to correctly conclude and perform the Agreement. Providing selected personal data by the Service User is voluntary, but necessary to provide a given Service.
2. The Administrator of the Customer's personal data is Interparking. The personal data of the Service Users are processed with appropriate security measures that meet the requirements of Polish law. Your personal data will be processed for the purposes of:
  - providing Services (and then also parking services),
  - settling and invoicing the Services, and then also parking services (if applicable);
  - carry out the complaint procedure (if applicable);
  - marketing (if consent is granted or if the legal basis for processing is the legitimate interest of the controller of personal data - Article 6 (1) letter f) RODO \*).



In addition, your personal data may be used for statistical purposes within the legally permitted and legitimate interest of the controller of personal data (Article 6 (1) letter f) of the RODO \*).

\* and until May 25, 2018, art. 23 sec. 1 point 5 of the Act of 29.08.1997 on the protection of personal data

Your personal data will only be kept for a period of time necessary for the proper implementation of the above purposes, and after completion for the period required by the obligations imposed on the controller by law, including (i) liability regulations for the proper performance of obligations by the parties and (ii) tax regulations. In the scope of the expressed consent for the processing of personal data, the data will be stored until the consent is withdrawn or the activity ceased, the consent of which concerns.

The recipients of your data may be appropriate Interparking employees, to the extent that it may be required to perform duties related to the provision of Services (and then also parking services), including their settlement and invoicing.

In the case of marketing activities, recipients of data can be selected Interparking employees, media houses, advertising agencies, entities providing marketing services (including their selected employees and associates), in the scope in which they participate in Interparking marketing activities.

You have the right to: access your personal data, rectify it, delete it, limit processing, transfer data (after 25 May 2018), the right to object to the processing of data due to your special situation or for direct marketing purposes, as well as the right of withdrawal consent to the processing of data at any time without affecting the legality of the existing processing (in order to implement serious powers you can send a message to: Contact to the Interparking Personal Data Inspector: Waław Skowron, e-mail: [iod@interparking.com](mailto:iod@interparking.com) or correspondence of the headquarters of Interparking Polska: Koszykowa 59/6, 00-660 Warsaw (applies to the period after May 25, 2018).

The basis for the processing of your personal data shall constitute by 25 May 2018 art. 23 sec. 1 point 1, 2, 3 and 5 of the Act of 29.08.1997 on the protection of personal data and after that day art. 6 par. 1 lit. a), b), c) and f) RODO.

You also have the right to lodge a complaint with the Inspector General for Personal Data Protection and, after May 25, 2018, to the President of the Office for Personal Data Protection if you believe that there has been a violation of personal data protection regulations.

## **§8 Complaints**

1. Any complaints regarding Services should be submitted to the e-mail address: [rezerwacje.balice@interparking.com](mailto:rezerwacje.balice@interparking.com) or through mail to the address: Interparking Polska Sp. z o.o., ul. Koszykowa 59/6, 00-660 Warszawa within 7 days of the date of disclosure of reasons for the complaint.
2. Only complaints filed in Polish language will be handled.
3. Complaint notification should contain information within the scope of the following data of the Service User filing a complaint:
  - a) name and surname entered during the reservation process;
  - b) e-mail address or address of residence and correspondence address;
  - c) the object of complaint;
  - d) detailed description of the faulty Service;
  - e) reason for complaint.

4. Complaints resulting from ignorance of these Regulations, Parking Lot regulations and/or provisions of the binding law, will not be investigated. In case of Service Users who are not consumers the liability of Interparking will be limited to the actual damage resulting from wilful misconduct.
5. The complaints will be handled within 21 working days of the date of complaint delivery.
6. The person filing a complaint will be notified about the method of resolving the complaint by e-mail or by post.
7. The above stipulations are without prejudice to statutory consumer rights arising from non-performance or improper performance of the Agreement.
8. If the Service User does not agree with the decision of the Service Provider on the rejection of complaint the Service User may take legal action.
9. In case of a dispute, the Service User being a consumer, who intends to reach out-of-court agreement with the Service Provider, may bring the dispute to be resolved by the Permanent Arbitration Consumer Court (Stały Polubowny Sąd Konsumentcki, SPSK) at proper Province Inspectorate for Trade Inspection (Wojewódzki Inspektorat Inspekcji Handlowej), by filing proper application form available in proper SPSK or on Province Inspectorate for Trade Inspection web page.

## **§9**

### **Final provisions**

1. These Regulations come into effect as of the date of their publication on the Web Page and cancel any previously binding provisions in this respect.
2. The Service Provider reserves the right to amend the provisions of these Regulations at his own discretion or to introduce new regulations, of which fact he will notify the Service User by information on the Web Page. New Regulations or amended provisions of the existing Regulations become effective as of the date of publication on the Web Page. The Agreements concluded prior to the amendment of the Regulations shall be governed by the version of the Regulations binding at the date of parking space reservation by the Service User.
3. Matters not regulated by these Regulations shall be governed by the provisions of Polish law, including in particular the provisions of the Civil Code as of 23 April 1964 (Journal of Laws as of 1964, No. 16, item 93, as amended) and Act on Rendering Electronic Services as of 18 July 2002 (Journal of Laws, No. 144, item 1204, as amended)