

TERMS AND CONDITIONS OF INTERPARKING CAR PARK IN CRACOW BALICE

1. CAR PARK ORGANISATION

- a. The car park run by Interparking Polska Sp. z o.o. with registered office in Warsaw ("Interparking") is an unguarded car park.
- b. Interparking accepts no liability for any damage resulting from theft, loss or destruction of the vehicle or belongings left in it. The above limitation does not apply to any damage inflicted by Interparking.

2. GENERAL TERMS AND CONDITIONS OF CAR PARK USE

- a. The car park can be entered after collection of the one-time ticket or with use of the subscription card.
- b. The parking fee shall be paid before entering the car park, in the cash machine or Car Park Service Office.
- c. The parking spaces are made available on a rental contract basis. The condition for rental of the parking space is purchase of subscription or rental of the space in the hourly/daily system.
- d. Traffic rules apply to the area of the car park.
- e. Delivery trucks, vehicles with trailers and vehicles taller than 210 cm are prohibited from entering the car park.
- f. The speed limit for vehicles in the car park is 20 km/h.

3. PARKING CLIENT'S OBLIGATIONS

The Parking Client shall:

- a. present the subscription car or ticket on demand to the car park staff on entry in and exit from the car park;
- b. respect road signs and designated traffic directions;
- c. park the vehicle in designated spaces;
- d. secure the vehicle against access by unauthorised persons and activate the possessed security systems;
- e. not litter in the area of the car park;
- f. not leave any objects that are not the factory equipment of the vehicle inside it;
- g. not repair or wash the vehicle in the parking space;
- h. adhere to the instructions of the car park staff;
- i. not smoke or drink alcohol in the area of the car park.

4. SPECIAL PROVISIONS

- a. The parking fee based on the car park can be paid in cash, by credit card or debit card.
- b. The parking fee based on the subscription card can be paid:
 - in cash or by debit or credit card in the case of a cash subscription,
 - by transfer in the case of a transfer subscription. Transfer subscriptions shall be paid within 7 days from the invoice issue date. In case of failure to pay the fee on time, the car park access shall be blocked and statutory interest shall be charged,
 - in cash, by debit or credit card, transfer in the case of prepaid cards.
- c. The vehicle driver is obliged to notify the car park operator immediately in case of loss of the one-time ticket. In such a case, the release of the vehicle may be made conditional upon presentation by the person interested of a document proving his/her right to collect the vehicle and submittal of a written confirmation of vehicle collection.
- d. The person holding a one-time ticket or subscription card assigned to a vehicle is considered by Interparking as the person authorised to enter the car park, drive the vehicle in the area of the car park and to exit the car park. Interparking can demand presentation of a document authorising to drive the vehicle.
- e. In case of loss of the subscription card, a new card shall be issued subject to payment of the fee specified in the pricelist.
- f. In case of loss of the ticket, an additional fee shall be charged for the lost ticket according to the pricelist.
- g. After the one-time ticket is paid, the Parking Client has 15 minutes to leave the car park.
- h. All and any traffic damage in the area of the car park shall be subject to claim adjustment under the mandatory third-party liability of the party inflicting the damage.
- i. If the client's vehicle blocks traffic in the area of the car park, Interparking can remove the vehicle at the vehicle owner's expense.
- j. If the vehicle is left outside the designated parking spaces, Interparking can remove the vehicle at the vehicle owner's expense.
- k. Exiting the car park requires payment of due fees. In case of exiting the car park without payment of the due fees or in case of any other actions aiming at avoidance of payment of the due fees may result in charging a penalty of PLN 500, entering the vehicle in the so-called blacklist and not letting it into the area of the car park until the overdue fees are paid.
- l. In case of failure to observe Point 3 (Obligations of the Parking Client) items b), c), e) or g) as well as in the cases specified in Point 4 (Special Provisions) items i) and j), the penalty of PLN 500 may be charged and, under Art. 670 §1 of the Civil Code, the vehicle may be blocked until it is paid.

5. PERSONAL DATA

- a. The Controller of your personal data is Interparking. Your personal data are processed with use of adequate safeguarding measures meeting the requirements of the Polish law. Your personal data are processed for the following purposes ("Processing Purposes"):
 - providing parking services,
 - conclusion and performance of the contract in the above scope,
 - replying to your notices, including questions, complaints, requests or contact for other purposes ("Notice"),
 - analysis of the case the Notice regards,
 - correspondence in the above scope,
 - visual surveillance of the car park for the purpose of property protection and improvement of security.
- b. In principle, using the Car Park based on the entry ticket does not require providing personal data. Providing personal data is voluntary but necessary to pursue the Processing Purposes, including conclusion and performance of the potential subscription contract, reporting damage, processing your Notice and exchange of correspondence related to the above purposes.
- c. Your personal data shall be processed only for the period of pursuit of the Processing Purposes. CCTV recordings shall be stored for 30 days. Then, your personal data shall be processed for the period required by the obligations imposed on the data controller by the law, including tax regulations and law on third-party liability.
- d. Your personal data shall not be processed based on automated decisions, including profiling.
- e. The recipients of your data may be third-party service providers (e.g. entities providing postal, courier, banking, advising, financial, bookkeeping, tax, audit, legal services, entities participating in settling/payment of parking fees as well as entities providing such IT services as hosting or maintenance of IT systems and software, including car park system providers and technicians) as reasonably required for Processing Purposes, Car Park functioning or if connected with IT service of data transfer and storage processes. Furthermore, to the extent permissible under the law, your personal data may be transferred to other Interparking Capital Group companies. Your personal shall not be transferred outside the European Economic Area (EEA).
- f. 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 all matters connected with processing of personal data, you can send a message to: iod@interparking.com. The Data Protection Officer of Interparking can be contacted at: iod@interparking.com.

- g. The basis for processing of your personal data, depending on the situation, is Article 6 Para. 1 Letter a), b) and f) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- h. If you believe that the laws on personal data protection have been breached, you have the right to file a complaint with the supervisory authority, especially in the member state of your permanent residence, your place of work or place of alleged breach.

6. ADDITIONAL INFORMATION FOR CONSUMERS

- a. Interparking does not provide for a special mode of review of potential complaints lodged by consumers. The liability of Interparking towards the car park users who are consumers is based on the governing law, including but not limited to the Civil Code.
- b. Any claims related to potential failure of Interparking to perform or to properly perform the contract must be reported in writing within the time limits and in the method required by the law, including but not limited to the Civil Code.
- c. In the case of consumers, the penalty specified in Point 4 items k) and l) is PLN 150.

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