

Terms and Conditions of Service of Electronic Booking of Parking Spaces by Interparking Polska sp. z o.o.

Deciding to use the services of Interparking Polska Sp. z o.o. via the website www.interparkingbalice.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 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, NIP (Tax Identification Number): 522-24-20-314, share capital: PLN 20,000,000.00, electronic mail address: [info@interparking.pl], tel.: (22) 629 59 44 (hereinafter: “**Interparking**” or “**Service Provider**”).
2. The Terms and Conditions are available via the website of Interparking Polska Sp. z o.o. at www.interparkingbalice.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 Interparking 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** – Interparking Polska Sp. z o.o.
2. **Website** – website available at www.interparkingbalice.pl, via which the Service Recipient can use the services provided electronically by Interparking.
3. **Service Recipient** – natural person, legal person or organisational unit without legal personality granted legal personality by statutory law who uses the Website to use the services provided electronically by Interparking.
4. **Services** – services provided by Interparking electronically, consisting in online booking of parking spaces in the area of the car park located in Balice.
5. **Contract** – parking space booking contract concluded online between the Service Recipient and Interparking.

6. **Car Park** – car park located in Balice in the Commune of Zabierzów, at the junction of Kapitana Mieczysława Medweckiego and Sokolników streets.

§3 Services

1. Interparking provides online booking Services regarding 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 “Online car park booking” (including but not limited to names, logos and pricelists) as well as all other intellectual property rights belong to Interparking or the owner of the Website and are protected with copyrights, rights to trademarks, rights to databases or other intellectual property rights.
3. Use of Website resources as a basis for conducting any business activity by the Service Recipient, relying on the information or tools offered on the Website, is prohibited.

§4 Conclusion and Terms of Contract Statutory and Contractual Right to Withdraw from the Contract

1. The Service Recipient can use the Service available on the Website subject to meeting the technical requirements referred to in Clause 5 of the Terms and Conditions and subject to acceptance of the provisions hereof.
2. The provisions of these Terms and Conditions are equivalent to a binding agreement between Interparking and the Service Recipient and lay down the legal basis and conditions of the Contract, including the rights the Service Recipient has under the Contract to the real property in the form of the Car Park.
3. The Parties to the Contract are the Service Recipient and Interparking. The Service Recipient hereby confirm that he/she has full capacity to perform acts in law and to contract legally binding obligations, while accepting the provisions of these Terms and Conditions he/she accepts liability for proper performance of the Contract. The Service Recipient is prohibited from concluding the Contract or making any payment hereunder with use of a false or third party’s name or surname, with use of a false or third party’s credit card or third party’s bank account without consent of the owner of the credit card or bank account or in any other manner not compliant with the law.
4. The conditions for conclusion of the Contract are: proper course of the parking space booking process through selection of the booking criteria, completion of the Service Recipient’s data in full, acceptance of the provisions of these Terms and Conditions and payment of the booking fee.
5. The car space booking process requires the following steps:
 - a) the Service Recipient visits the Website;
 - b) on the homepage of the Website or in the “Booking” tab, the Service Recipient sets the booking period, i.e. day and time of entry and day and time of exit. The Service Recipient can book the parking space online before the Car Park entry time specified by the Service Recipient, and booking must be made for a period of at

least 24 hours. The functionality of the Website may provide for minimum requirements as to the time interval between the booking and booked Car Park entry time;

- c) after the data referred to in letter b) above are completed and the field “Check the price” is pressed, the Service Recipient is informed about the value of the fee for booking of the parking space in the Car Park (the specified price is a gross price unless expressly specified otherwise), after which the Service Recipient accepts the completed data and the value of the booking fee by pressing the field “Book now”;
 - d) subsequently, 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) commencing the parking space booking process, the Service Recipients grants consent to receipt of information connected with performance of the Service by Interparking to the specified electronic mail address;
 - f) if the Service Recipient wishes to receive a VAT invoice for the provided Services, he/she must check the field “I want to receive an invoice” and enter the required data. The Service Recipient hereby grants consent to receipt of an electronic VAT invoice within the meaning of the applicable law. On the basis of the Service Recipient’s data, Interparking will generate the BAT invoice in a PDF format and send it by electronic mail from the e-mail address of the Service Provider specified in Clause 4(12) below as an attachment to the e-mail address specified by the Service Recipient. The above consent includes also consent to issue and sending of correction VAT invoices issued by Interparking in the case referred to in Clause 4(12) below;
 - g) then, the booking process requires acceptance of these Terms and Conditions and the Terms and Conditions of the Car Park;
 - h) after the data are completed and field “Book and pay” is pressed, the Service Recipient will be redirected to the online payment system website where he/she pays for the booking of the parking space using the selected payment method supported by the system. The fee for online booking of the parking space is calculated automatically based on the data entered in the booking form by the Service Recipient;
 - i) after proper payment of the parking space booking fee, a message containing a link to parking space booking confirmation will be sent to the e-mail address specified by the Service Recipient. The confirmation will contain an automatically generated “QR code” and information regarding further procedure. The Service Recipient who receives the message with the link to the parking space booking confirmation is obliged to print the confirmation.
6. The Contract is concluded upon proper payment of the parking space booking 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 specified by the Service Recipient.
7. The proof of booking of the parking space by the Service Recipient shall be the parking space booking confirmation (with the “QR code”) printed in a paper form. Lack of a printed, legible parking space booking confirmation, along with the “QR code” makes it impossible to enter the Car Park. The above shall not be a basis for refund of the booking fee paid by the Service Recipient.

8. The "QR code" in the printed parking space booking confirmation must be placed (scanned) at the barcode reader installed in the entry column at the entrance to the Car Park the Contract regards. Then, the parking system will print a parking ticket for the Service Recipient, along with the programmed parking time specified during booking of the parking space.
9. In consequence of conclusion of the Contract, 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 booking Contract. 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 Interparking under the Terms and Conditions of the Car Park. The terms and conditions of the Car Park are available on www.interparkingbalice.pl. Concluding the booking Contract, the Service Recipient accepts the terms and conditions of the Car Park. 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 the booking regards, 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 pricelist effective at the Car Park in the automatic cash register or in the Car Park office before leaving the Car Park.
10. Under the Contract, the Service Recipient can enter the Car Park in the period from 6 hours before to 6 hours after the Car Park entry time specified in the booking process. The aforementioned does not change in any manner the period of time for which the parking space is booked. Entering the Car Park, the Service Recipient shall take the first free parking space. The Service covers only the Car Park the booking regards. The Service does not apply to other car parks.
11. Subject to Clause 4(12) below, the Service Recipient cannot withdraw from the Contract. The subject limitation 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 Contract until the Service is provided by Interparking, i.e. until Interparking sends the e-mail containing the "QR code" to the electronic mail address specified by the Service Recipient. Such a withdrawal requires the Service Recipient only to send a notice of withdrawal from the Contract to the following electronic mail address of the Service Provider: rezerwacje.balice@interparking.pl, containing the following data: name and surname, electronic mail address specified in the booking process as well as Car Park entry time specified in the booking.
12. In the case of conclusion of a Contractor under which a booking fee exceeding gross PLN 30 was paid, the Contract can be withdrawn from partially in the scope exceeding the above amount. The Service Recipient can withdraw from the Contract partially no later than upon expiry of a half of the period between the booking and the Car Park entry time specified in the booking, and if the said period exceeds 48 hours, the right to partial withdrawal from the Contract can be exercised no later than 24 hours prior to the Car

Park entry time specified in the booking. The notice of partial withdrawal shall be sent by the Service Recipient to the following electronic mail address of the Servicer Provider: rezerwacje.balice@interparking.pl. The notice of partial withdrawal must be contain the following data, otherwise being null and void: name and surname, electronic mail address specified in the booking process, Car Park entry time specified in the booking as well as the first 10 digits of the “QR code” received by the Service Recipient along with booking confirmation. 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 30. The refund shall be made using the same method as used for paying the fee.

§ 5 Technical Conditions of Use of Services

1. For the purpose of proper use of the Website and Services, the Service Recipient’s ICT system must meet the following technical requirements: Access to the Internet,
 - E-mail account,
 - Web browser compliant with HTML5, supporting TLS,
 - PDF file readers,
 - Printer with minimum resolution of 600 dpi (dots per inch), with option to print A4 format documents on white paper, printing legibly.
2. Interparking accepts no liability for any issues or technical limitations of the hardware or software used by the Service Recipient that prevent him/her from using 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 Interparking of any unlawful, offensive, misleading information or content, or any content that may cause disturbance or damage to the computer systems is prohibited.
3. Interparking 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 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 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 Interparking, 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 Interparking.
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. The Data Protection Officer of Interparking can be contacted at: 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. All complaints regarding Services must be lodged via the complaint form available on www.interparking.pl, to the e-mail address: rezerwacje.balice@interparking.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 must 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 a case, the complaint shall be deemed lodged upon receipt of such a translation by Interparking.
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, Interparking's liability is limited to the actual damage inflicted intentionally.
5. Complaints shall be reviewed by Interparking 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).