

## **RESPONSIBILITY OF THE OPERATOR, COMPLAINTS RULE**

- 1.1. The operator undertakes to provide the Services properly and on time.
- 1.2. In the event of the Operator's misconduct in the provision of Services, i.e. in particular, when, for any reason (in particular due to the breakdown of the parking technology system of the operator of the parking spaces, the operator of which is not the Operator, or the supplier of the Operator who provides a technical solution) after the conclusion of the Agreement, the operator of the parking spaces does not pay the parking fee for the parking period specified by the Customer in the Order, the Operator is obliged to pay the actual damage caused to the Customer, including any fine that was imposed on him for incorrect parking issued (provided that the Customer was fined during the time specified by the Customer in the Order as parking time), the costs of towing the vehicle and the costs necessary to transport the Customer to the relevant towing parking lot. However, the Operator is not responsible to the Customer for lost profit or any other consequential, direct or indirect damage, nor for damage caused to the Customer's vehicle caused by the towing service or third parties.
- 1.3. The customer is obliged to claim the relevant damage no later than 7 days after learning about it, but no later than 30 days from the day it occurred, by e-mail to the Operator's address support@parkingcard.cz.
- 1.4. Damage can be claimed by the Customer and recognized by the Operator if the following prerequisites are met:
  - e-mail address
    - The customer must send a complaint, or a claim for damages from the email address listed in the Order; or
    - provide the e-mail address specified in the Order in the event that the Customer uses the complaint option through the Website;
  - proof of damage
    - The customer must attach documents proving the award of a fine or other damages caused as a result of Services not provided properly or on time;
    - in the case of a fine, the documents must include in particular:
      - Registration number of the vehicle listed in the Order;
      - time of awarding the fine;
      - the location of the vehicle at the time the fine was issued;
      - the stamp of the competent fining authority on the document issued by the competent authority that imposes the fine for unauthorized parking;
    - in the case of other costs, then documents confirming the amount of damage and stating the reasons for their expenditure (proof of causal connection);
  - account number – The customer must state his account number, to which he requests to send the relevant damage, if the claim is accepted;
  - proof of timely application of the complaint according to Art. 5.3 of our GTC.

For a possible complaint, the Customer is also entitled to file a complaint through the Website.

- 1.5. The complaint will be processed as soon as possible, but no later than thirty (30) days from the date of its application. The Customer will be informed about the processing of the complaint via e-mail.
- 1.6. The Operator is not responsible for damage to the Customer in the event that a fine or other damages were incurred as a result of incorrectly entered data by the Customer or non-compliance with the Parking Rules by the Customer. In the same way, the Operator is not responsible to the Customer in the event that it is a case according to Art. 3.10 of our GTC.

## **2. STATUTORY RIGHT TO WITHDRAW FROM CONTRACT**

- 2.1. A customer who is a consumer may withdraw from the concluded Agreement, but must inform the Operator of this fact no later than 24 hours before the beginning of the parking time. The customer uses the sample form provided by the Operator, which forms attachment no. 1 of these Complaints Regulations. Withdrawal from the Agreement shall be sent by the Customer to the Operator's e-mail address support@parkingcard.cz.
- 2.2. In case of withdrawal from the Agreement according to Art. 6.1 of our GTC, the Agreement is canceled from the beginning.
- 2.3. If the Customer in accordance with Art. 6.1 of our GTC withdraws from the Contract, which has already been fulfilled by the Operator based on the Customer's express request before the expiry of the period for withdrawal from the Contract, the Customer shall pay the Operator a proportionate part of the agreed price for the Services provided up to the moment of withdrawal from the Contract.
- 2.4. In case of withdrawal from the Agreement according to Art. 6.1 of our GTC, the Operator will return the price received from the Customer within fourteen (14) days from the date of withdrawal from the Contract by the Customer, to the account to which the payment card from which the price of the Services was paid is kept. The Operator is also entitled to return the price in another way, if the Customer agrees to this and it does not incur additional costs for the Customer.
- 2.5. If the Customer indicates in the Order the beginning of the provision of the Service before the expiry of the period for withdrawing from the Contract according to Art. 6.1 of our General Terms and Conditions, the Operator hereby expressly requests and agrees that, in the event that the start and further provision of the ordered Services falls within the withdrawal period, the Operator begins and continues the provision of Services during this period. With regard to this express request and consent, the Customer acknowledges that in accordance with the provisions of § 1837 letter a) of the Civil Code does not have the right to withdraw from the Contract in such a case, if the Services have been provided in full.

## **Annex no. 1: Instructions on withdrawing from the Contract and Sample Form for withdrawing from the Contract**

### **Instruction on the consumer's right to withdraw from a contract concluded remotely**

You have the right to withdraw from this contract without giving a reason no later than 24 hours before the start of the parking time. Withdrawal from this contract must be submitted by the fastest possible means of communication, that is, to the e-mail address: [support@parkingcard.cz](mailto:support@parkingcard.cz). You may use the attached sample withdrawal form, but it is not your obligation to do so. In order to comply with the deadline for withdrawal from the contract, it is sufficient to send the withdrawal from the contract before the expiry of the relevant deadline.

### **Consequences of withdrawal from the contract**

If you withdraw from the contract, we will return to you without undue delay, no later than 14 days from the day on which we received your withdrawal from the contract, all monies that we have received from you on the basis of the contract. We will use the same payment method that you used to make the initial transaction for refunds, unless you have specifically specified otherwise. In no case will this incur additional costs for you. If you have requested that the provision of services begin during the withdrawal period, you will pay us an amount proportional to the scope of performance provided up to the time you informed us of the withdrawal from the contract, compared to the total scope of performance specified in the contract.

### **Sample form for withdrawing from the Agreement**

**Prague Parking Assistant s.r.o.**  
**In the valleys 1272/41**  
**140 00 Prague 4 - Nusle**

dear,

hereby announce/announce (\*)that I/we are resigning (\*) from the contract to ensure payment for parking of motor vehicles in the territory of the capital city of Prague in paid parking zones.

Date and time of conclusion of the contract:

Customer identification (name, surname/business company(\*), e-mail specified in the order):

Datum:

\_\_\_\_\_  
Customer signature

(\*) Cross out the inappropriate ones or complete the data.