

OPERATOR'S LIABILITY, COMPLAINTS PROCEDURE

- 1.1.** The Operator undertakes to provide the Services properly and on time.
- 1.2.** In the event of the Operator's error in providing the Services, i.e. in particular, when, for any reason (in particular due to a failure of the technological parking system of the parking operator, which is not the Operator, or the Operator's supplier who provides the technical solution) after concluding the Contract, the Operator fails to pay the parking operator the parking fee for the parking period specified by the Customer in the Order, the Operator is obliged to compensate the Customer for the actual damage caused, including any fine that was imposed on him for incorrect parking (provided that the Customer was fined at the time specified by the Customer in the Order as the parking period), the costs of towing the vehicle and the costs necessary to transport the Customer to the relevant towing facility. However, the Operator is not liable to the Customer for lost profit or any other consequential, direct or indirect damage, nor for damage caused to the Customer's vehicle 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 date it occurred, by e-mail to the Operator's address support@parkingcard.cz.
- 1.4.** Damage may be claimed by the Customer and recognized by the Operator if the following conditions are met:
 - e-mail address
 - o The Customer must send a complaint or claim for compensation from the email address specified in the Order; or
 - o provide the email address specified in the Order in the event that the Customer uses the possibility of making a complaint via the Website;
 - proof of damage
 - o The Customer must attach documents proving the imposition of a fine or other damages incurred as a result of Services not being provided properly or on time;
 - o In the event of a fine, the documents must include, in particular:
 - Vehicle registration number specified in the Order;
 - time of imposition of 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 imposing a fine for unauthorized parking;
 - o if other costs are involved, then documents confirming the amount of damage and stating the reasons for their expenditure (proof of causality);
 - account number – the Customer must provide their account number to which they request to send the relevant damage if the claim is accepted;
 - proof of timely filing of a complaint according to Article 1.3 of our GTC.

For any possible complaint, the Customer is also entitled to submit a complaint via the Website.

- 1.5.** The complaint will be resolved as soon as possible, but no later than thirty (30) days from the date of its submission. The Customer will be informed of the resolution of the complaint via e-mail.
- 1.6.** The Operator is not liable to the Customer for any damage if the fine or other damage was incurred as a result of incorrect data entered by the Customer or

failure to comply with the Parking Rules by the Customer. Likewise, the Operator is not liable to the Customer if this is a case under Article 3.10 of our GTC.

2. LEGAL RIGHT TO WITHDRAW FROM THE CONTRACT

- 2.1. A customer who is a consumer may withdraw from the concluded Contract, but must inform the Operator of this fact no later than 24 hours before the start of the parking time. The customer shall use the sample form provided by the Operator, which forms Annex No. 1 to these Complaints Procedures. The Customer shall send the withdrawal from the Contract to the Operator's e-mail address support@parkingcard.cz.
- 2.2. In the event of withdrawal from the Contract pursuant to Article 2.1 of our GTC, the Contract shall be cancelled from the beginning.
- 2.3. If the Customer, in accordance with Article 2.1 of our GTC, withdraws from the Contract, which is already being performed by the Operator based on the Customer's express request before the expiration of the period for withdrawal from the Contract, the Customer shall pay the Operator a proportional part of the agreed price for the Services provided up to the moment of withdrawal from the Contract.
- 2.4. In the event of withdrawal from the Contract pursuant to Article 2.1 of our GTC, the Operator shall refund 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 maintained. The Operator is also entitled to refund the price in another way, if the Customer agrees to this and this does not incur additional costs for the Customer.
- 2.5. If the Customer indicates in the Order the start of the provision of the Service before the expiry of the withdrawal period from the Contract pursuant to Article 2.1 of our GTC, then he hereby expressly requests and agrees to the Operator that, if the start and further provision of the ordered Services falls within the withdrawal period, the Operator shall start and continue with the provision of the Services already during this period. With regard to this express request and agreement, the Customer acknowledges that in accordance with the provisions of Section 1837 letter a) of the Civil Code, he 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 withdrawal from the Contract and Sample Form for Withdrawal from the Contract

Information on the consumer's right to withdraw from a contract concluded remotely

You have the right to withdraw from this contract no later than 24 hours before the start of the parking time without giving a reason. Withdrawal from this contract must be submitted by the fastest possible means of communication, i.e. to the following e-mail address: support@parkingcard.cz. You may use the attached model withdrawal form, but you are not obliged to do so. In order to meet the withdrawal period, it is sufficient to send your withdrawal before the relevant period has expired.

Consequences of withdrawal from the contract

If you withdraw from the contract, we will reimburse to you without undue delay, and no later than 14 days from the day on which we receive your withdrawal from the contract, all payments received from you under the contract. We will use the same means of payment that you used to make the initial transaction to reimburse the funds, unless you have expressly stated otherwise. In no event will this entail any additional costs for you. If you have requested that the provision of services commence during the withdrawal period, you will pay us an amount proportional to the extent of the performance provided up to the time you informed us of your withdrawal from the contract, compared to the total scope of the performance specified in the contract.

Model form for withdrawal from the Contract

Prague Parking Assistance s.r.o.
Bilkova 855/19
110 00 Prague 1- Old Town

Dear,

I/we hereby announce^(*) that I/we resign^(*) from the contract for securing 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 name)^(*) (email address specified in the order):

Datum:

Customer signature

^(*) Cross out any that do not apply or complete the information.

