GENERAL TERMS AND CONDITIONS OF BUSINESS PARKINGCARD.CZ

1. **INTRODUCTORY ARRANGEMENTS**

1.1. These General Terms and Conditions (hereinafter referred to as "the**Terms and Conditions**") companies**Prague Parking Assistance s.r.o.,** with its registered office at Bílkova 855/19, Staré Město, 110 00 Prague 1, Company ID 23949066, entered in the Commercial Register kept by the Municipal Court in Prague under file number C 435741 (hereinafter referred to as "**Operator**") regulate the mutual rights and obligations of the contracting parties arising in connection with or on the basis of the contract for securing payment for parking of the customer's motor vehicles (hereinafter referred to as "**Customer**") in the territory of the Capital City of Prague in paid parking zones (hereinafter referred to as "**Services**") by the Operator concluded between the Operator and the Customer via the Operator's website located atwww.parkingcard.cz(hereinafter referred to as "**Websites**" a „**Bargain**").

1.2. The GTC apply to all contractual relationships arising between the Operator and the Customer in connection with the provision of Services by the Operator to the Customer.

1.3. The provisions of the GTC are an integral part of the Contract. In the event of a conflict between the Contract and the GTC, the provisions of the Contract shall prevail.

1.4. The Customer acknowledges that the Operator is entitled to unilaterally change the GTC in order to increase the quality and scope of the Services provided, or to change and develop regulations and the Operator's business policy. This agreement does not affect the rights and obligations arising during the period of validity of the previous version of the GTC. The current version of the GTC will always be posted on the Operator's Website.

1.5. The GTC and the Contract are governed by the law of the Czech Republic, in particular Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the "Civil Code"). Disputes arising from or related to the Contract that are not resolved by amicable agreement between the contracting parties will be decided by the competent general court.

1.6. The GTC and the Contract are drawn up in the Czech language. The Contract can be concluded in the Czech language.

1.7. The Contract can be concluded exclusively when applying the GTC. The Operator expressly excludes the application of the provisions of Section 1751, paragraph 2 of the Civil Code, and if the Customer refers to his or other business terms and conditions when concluding the Contract, this will not be taken into account and the Contract will be concluded in the wording of the Operator's GTC.

2. **SERVICES**

2.1. The operator provides the service,on the basis of which it ensures payment for the Customer for parking in paid parking zones in the capital city of Prague where the Customer parked the vehicle.

2.2. The Customer is entitled to use the Services only in designated parking spaces, i.e. in accordance with generally binding regulations (including local rules of the relevant city district or rules valid for the whole of Prague) and traffic signs or traffic instructions in the

place where the Customer intends to park (hereinafter collectively referred to as the "Parking Rules").

2.3. The Operator is not a parking space operator. The Customer is therefore aware that the Services do not enable the reservation of a specific parking space, but only ensure payment for parking in paid parking zones for the Customer in the event that the Customer finds a free parking space to park the vehicle, in accordance with the Parking Rules.

2.4. The Service is non-transferable. The Service may not be further alienated or otherwise transferred to a third party by the Customer without the Operator's consent.

2.5. The Customer acknowledges that there is no legal claim to the provision of the Services. The Customer also acknowledges that the Operator is not the operator of the parking spaces and is not responsible for the systems of the parking spaces operator. Likewise, the Operator is not the operator of the technological solution for paying for parking fees or the operator of the payment gateway used to pay for the Services, and therefore an outage may occur that the Operator cannot influence and for which the Operator is not responsible.

3. BARGAIN

3.1. The contract is concluded remotely via the Website by filling out the reservation form.

3.2. The reservation form is a proposal for the conclusion of a Contract by the Customer (hereinafter referred to as the "Order"). In the reservation form, the Customer fills in:

Individuals	Legal entities
● first and last name	● business company
● contact email	● contact email
● contact phone number	● contact phone number
● Vehicle registration number	● Vehicle registration number
● country of origin of the vehicle	● country of origin of the vehicle
● parking time	● parking time
● street where the vehicle is parked	● street where the vehicle is parked

3.3. The Customer is obliged to check the data entered into the Order before sending the Order to the Operator.

3.4. Based on the specified parking time, the price of the Services is automatically calculated in the registration form, and the calculated price is displayed on the "Pay" button.

3.5. The service is not provided between 24:00 and 8:00. When paying for parking in a place that is provided for free parking on certain days, usually during weekends or holidays, the Operator assumes that the Customer is guided by traffic signs or is moving to another place, and does not identify the prepaid parking space at a free time or place or refund the price paid for it subsequently.

3.6. By sending the Order, or by clicking the "Pay" button, the Customer is deemed to have read and agreed to the GTC.

3.7. By clicking on the "Pay" button and paying the relevant price of the Services by the Customer via the payment gateway to the Operator's account, the Customer's Order is complete. The Contract is concluded by the Operator's acceptance of the Customer's Order through a confirmation of the conclusion of the Contract. The Operator reserves a period of five minutes from the payment of the order, or from the update of the parking space via the form on the Website, to activate the service directly with the operator of the state parking lot.

3.8. The Operator reserves the right, in justified cases, not to provide the service by blocking it for a specific parking space or for a specific Customer, just as the Operator reserves the right to refuse to extend the parking time for such a Customer or parking space. However, the Customer must be immediately informed of this situation by e-mail, including the justification. The right to complain according to the provisions in Article 5 is not affected by this.

3.9. Updating a parking space requiring a record on the Website is possible a maximum of six times per hour; if changes are made more frequently, the Operator will terminate the provision of the service pursuant to paragraph 3.8 due to suspicion of intentional misuse of the provided service.

3.10. If the Operator accepts the Customer's Order, the confirmation of the conclusion of the Agreement will be delivered to the Customer's contact e-mail immediately after the payment gateway service provider confirms to the Operator that the price of the Services has been paid in full. The confirmation of the conclusion of the Agreement contains all the information entered by the Customer in the order form. Within the confirmation, the Customer will also find the Operator's contact details in case of complaints or resolution of other problems. If the Customer's Order is not accepted by the Operator, the Customer will be informed of this by the contact e-mail and the Customer will be refunded the price of the Services paid by the Customer.

3.11. The Customer agrees to the use of remote means of communication when concluding the Contract. The Customer shall bear the costs incurred by the Customer when using remote means of communication in connection with concluding the Contract (internet connection costs).

3.12. If the Customer discovers after concluding the Contract that the Order contains incorrect data, he/she is obliged to immediately inform the Operator by email to the email address support@parkingcard.cz, before the parking period begins. At the same time, the Customer expressly acknowledges the fact that the Operator is not obliged to ensure a

change to the Order, provided that the Operator has already ensured payment according to the data specified in the Order to the parking operator of the Capital City of Prague, which does not allow refunds. In such a case, the Operator is also not liable to the Customer for any damage that may arise from this (e.g. a fine for unauthorized parking/towing of the vehicle if the Customer indicates an incorrect parking time or incorrect license plate number), which the Customer expressly acknowledges.

3.13. The customer is obliged to comply with all generally binding and traffic regulations when parking the vehicle, in particular the timefor which he is entitled to park in a given location. The Operator will also communicate publicly available time limits for a specific location upon request via the telephone number sent by e-mail upon confirmation of the order. The Customer is entitled, during the term of the Contract, to request the Operator to amend the Contract via the Website - FORMS section, to the extent relating to (i) the vehicle for which the Operator has secured payment for parking in paid parking zones in the territory of the Capital City of Prague, or (ii) the street where the Customer parked the vehicle so as not to exceed the maximum permitted parking time in the appropriate place.

3.14. The Operator is not responsible for compliance with generally binding regulations by Customers.

4. SERVICE PRICE

4.1. The price of the Service is determined depending on the parking time requested by the Customer. The price of the Service will be displayed to the Customer on the Website before payment, i.e. before sending the Customer's Order.

4.2. The part of the price for the parking time not used by the Customer, as well as for the parking time not used due to incorrect updating of the parking space on the Operator's Website, is not refunded. This does not apply if it is between 24:00 and 8:00, when the service is not provided.

4.3. If the Customer is the holder of a promo code created by the Operator for the purpose of special sales promotions, the Customer is entitled to fill in the promo code within the booking form. The final price of the Service taking into account the special sales promotion will be displayed to the Customer on the Website before payment, i.e. before the conclusion of the Contract.

4.4. The price can only be paid by credit card/Apple Pay/Google Pay via the payment gateway, which is displayed to the Customer immediately after sending the Order, or clicking on the "Pay" button, on the Website.

5. OPERATOR'S LIABILITY, COMPLAINTS PROCEDURE

5.1. The Operator undertakes to provide the Services properly and on time.

5.2. In the event of the Operator's failure to provide 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.

5.3. Even in the event of the Customer's dissatisfaction with the service for reasons other than those set out in paragraph 5.2, it is advisable to notify the Operator of such a situation by e-mail; in many cases, a refund of all or a significant part of the parking fee will be very likely.

5.4. 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.

5.5. 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 claim pursuant to paragraph. 5.4.

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

5.6.   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.

5.7.   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 for failure to comply with the regulations and other agreements pursuant to paragraph 3.13.

6.   LEGAL RIGHT TO WITHDRAW FROM THE CONTRACT

6.1.   The Customer, who is a consumer pursuant to Section 419 of the Civil Code, 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. The Customer shall send a letter of withdrawal from the Contract to the Operator's e-mail address support@parkingcard.cz.

6.2.   In the event of withdrawal from the Contract pursuant to paragraph 6.1, the Contract shall be cancelled from the beginning.

6.3.   If the Customer, pursuant to paragraph 6.1 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.

6.4.   In the event of withdrawal from the Contract pursuant to paragraph 6.1 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.

6.5.   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 paragraph 6.1, 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 explicit request and consent, 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.

7.   PROTECTION OF PERSONAL DATA

7.1.   The Operator, as the personal data controller, undertakes to act in accordance with its obligations under the Contract, in which it processes the personal data of the Customer or the Customer's contact person (hereinafter referred to as "personal data" and "data subject"), in accordance with 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 (General Data Protection Regulation) and the relevant legal regulations

on the protection of personal data, in particular Act No. 110/2019 Coll., on the processing of personal data, as amended by Act No. 448/2024 Coll.

7.2. The operator determines how and for what purpose personal data is processed.

7.3. Personal data means information relating to a specific natural person who can be identified on the basis of this information, or in conjunction with other information.

7.4. The personal data of data subjects are processed by the Operator to the extent necessary for the fulfillment of its obligations under the Contract, the GTC, the exercise of its rights, the fulfillment of legal obligations and related business communication.

7.5. The operator undertakes to process personal data in a manner that ensures appropriate security of personal data, including their protection using appropriate technical and organizational measures against unauthorized or unlawful access to personal data.

7.6. The operator confirms that it has adopted, complies with and regularly checks the measures necessary to ensure the protection of personal data, in particular against unauthorized and accidental access to personal data, their alteration, destruction or loss, unauthorized transfers, their other unauthorized processing, as well as other misuse of personal data.

7.7. The Operator undertakes to ensure that the Operator's employees or other persons who process the Customer's personal data maintain confidentiality regarding such personal data, even after the termination of their employment or other relationship on the basis of which they processed the personal data.

8. INFORMATION ON THE PROCESSING OF PERSONAL DATA

8.1. The table below shows what personal data, for what reason and for what purpose the Operator processes:

Personal data (categories and examples)	Purpose of processing	Legal basis for processing
Identification and contact details(especially name, surname, date of birth, address, e-mail and phone number).	● negotiation and performance of the Contract and related communications, ● addressing customers through direct marketing.	● Conclusion and performance of the Contract, ● the Operator's legitimate interest in ensuring communication with Customers, ● legitimate interest in addressing Customers through direct marketing.

Personal data (categories and examples)	Purpose of processing	Legal basis for processing
Vehicle data related to the provision of the Service(license plate, vehicle location and parking time).	● negotiation and performance of the Contract.	● conclusion and performance of the Contract.
Data related to the handling of the complaint(e.g. account number, information contained in the fine decision).	● performance of the Contract.	● performance of the Contract.

8.2. Personal data is obtained directly from data subjects at the time of the Order, or subsequently when resolving a complaint.

8.3. The operator is obliged under certain circumstances to share the personal data of data subjects with third parties for the purposes specified above, or if this obligation arises from the relevant legal regulations. Such third parties include in particular:

- administrative and similar authorities (financial authorities),

- financial institutions (banks, insurance companies),

- police, public prosecutor's office,

- external advisors.

8.4. The operator shares information about the vehicle's license plate number and its location at the time of parking with the parking space operator.

8.5. The Operator may use external service providers. For the purpose of fulfilling their obligations, the Operator may transfer to them or they process certain personal data of data subjects for the Operator. In such a case, the external service providers are checked by the Operator and provide sufficient guarantees with regard to the confidentiality and protection of the personal data of data subjects. The Operator has concluded written contracts with all these providers for the processing or transfer of personal data, in which the external service providers have committed to the protection of personal data and compliance with the Operator's standards for the security of personal data.

8.6. Personal data of data subjects are not transferred outside the European Economic Area.

8.7. Personal data of data subjects are stored only for the period for which the Operator needs them to fulfill the purpose for which they were collected (see above), or to protect the legitimate interests of the Operator.

8.8. Under the conditions set out in generally binding legal regulations, the data subject may exercise all of the rights listed below:

- the right to access personal data and to be provided with further information about the processing of personal data;

- the right to correct incorrect and incomplete personal data;

- the right to obtain personal data and transfer them to another controller;

- the right to object to the processing of personal data;

- the right to restrict the processing of personal data;

- the right to erasure of personal data;

- the right to withdraw the consent given to the processing of personal data;

- the right to file a complaint with the supervisory authority (Office for Personal Data Protection).

8.9. In case of any questions or to exercise rights, the data subject may contact the Operator via e-mail: support@parkingcard.cz.

9. CONFIDENTIALITY OF INFORMATION

9.1. The customer is obliged to maintain the confidentiality of all facts communicated, transmitted or notified to him/her.or which are otherwise known to him on the basis of or in connection with the Contract or on the basis of or in connection with the contractual relationship established by the Contract, in particular with regard to all facts relating to the Operator, its employees and the technical and organizational matters of the Operator, and the Customer undertakes not to disclose or notify such facts and information to third parties or to use them for his own benefit or for the benefit of a third party. These obligations shall remain in force even after the termination of the Contract concluded between the Customer and the Operator.

9.2. The obligation to maintain confidentiality pursuant to paragraph 9.1 also applies to all facts that are subject to trade secrets in accordance with the provisions of Section 504 of the Civil Code, in particular to all facts of a commercial and technical nature, in tangible and intangible form, relating to the Operator, its know-how, technical solutions, strategic plans, and to all other facts relating to the Operator that have actual or at least potential material or intangible value for the Operator.

10. DELIVERY

10.1. It can be delivered to the Customer at the email address specified in the Order.

10.2. The Operator will be delivered by the Customer to the electronic address: support@parkingcard.cz.

10.3. The Operator is not obliged to take into account documents and actions that the Customer delivers to the Operator in a manner other than as specified in the GTC.

10.4. Email messages sent by the Operator to the Customer to the email address specified in the Order will be deemed delivered at the moment they are sent by the Operator. The Operator is only liable for errors in the transmission of an email message if the error is caused by the Operator itself.

11. MANDATORY INFORMATION FOR CUSTOMERS – CONSUMERS

11.1. Article 11 is effective only for Customers – consumers pursuant to Section 419 of the Civil Code. The provisions set out in Article 11 do not apply to persons engaged in business, self-employment or self-employment.

11.2. The Operator hereby informs Customers - consumers that:

- the address for delivery of documents to the Operator is the same as the above-mentioned address of the Operator's registered office;

- The Operator's e-mail address for delivering electronic mail is support@parkingcard.cz.

11.3. The price for the use of the Services by the Customer is set including all taxes and fees.

11.4. A customer who is a consumer may submit a proposal for out-of-court dispute resolution to a designated entity for out-of-court resolution of consumer disputes, which is the Czech Trade Inspection, Central Inspectorate - ADR Department, Gorazdova 1969/24 120 00 Prague 2, Email: adr@coi.cz, website: adr.coi.cz. The consumer may also use the online dispute resolution platform established by the European Commission at http://ec.europa.eu/consumers/odr/.

12. FINAL ARRANGEMENTS

12.1. Rights and obligations between the Operator and the Customer not regulated in the Contract or the GTC are governed primarily by the relevant provisions of the Civil Code and other generally binding regulations.

12.2. The Customer is not entitled to assign his claims against the Operator arising from the Contract to a third party without the Operator's prior written consent.

12.3. The Customer is not entitled to assign his rights and obligations arising from the Contract or any part thereof to a third party without the prior written consent of the Operator.

12.4. The Customer is not entitled to unilaterally set off any of its claims against the Operator against any of its obligations to the Operator arising from the Contract.

12.5. The customer hereby assumes the risk of change of circumstances in accordance with the provisions of Section 1765, Paragraph 2 of the Civil Code.

12.6. If any provision of the GTC becomes invalid, apparent, ineffective or unenforceable in whole or in part, but would be valid, effective and enforceable if part of it were deleted, it will be deemed that the provision or the relevant part has been deleted to the extent necessary to maintain the validity, effectiveness and enforceability of the GTC as a whole, while preserving the original economic meaning of the relevant provision as much as possible. In such a case, the contracting parties shall, within fifteen days of being called upon by one or the other contracting party, replace such invalid, apparent, ineffective or unenforceable provision with one that best corresponds to the meaning of the invalid, apparent, ineffective or unenforceable provision.

12.7. The Operator is not liable for damage caused to the Customer by breach of obligations under the Contract or the GTC, if this breach occurred as a result of an obstacle that occurred independently of the Operator's will and prevents the fulfillment of its obligation, if it cannot reasonably be assumed that the Operator would have averted or

overcome this obstacle or its consequences, and further that it would have foreseen this obstacle at the time of the conclusion of the Contract.

12.8. The contract, including the GTC, is archived by the Operator in electronic form and is not accessible.

12.9. The Operator is authorized to provide Services on the basis of a trade license. Trade license inspection is carried out within its scope by the relevant trade license office. Supervision of the area of personal data protection is carried out by the Office for Personal Data Protection. The Czech Trade Inspection Authority, to a limited extent, carries out, among other things, supervision of compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.

12.10. Annex No. 1 is an integral part of the GTC:

- Instructions on withdrawal from the Contract and Sample Form for Withdrawal from the Contract.

12.11. The GTC are valid and effective from December 10, 2025.

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.czYou 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.

Contacts

support@parkingcard.cz

Company

Prague Parking Assistance s.r.o.

Bilkova 855/19

110 00 Prague 1- Old Town

ID number 23949066