GENERAL TERMS AND CONDITIONS OF PARKINGCARD.CZ

1. INTRODUCTORY PROVISIONS

1.1. As of 10 December 2025, the operator will change to Prague Parking Assistance s.r.o., registered at Bílkova 855/19, Staré Město, 110 00 Prague 1, Company ID No. 23949066, registered in the Commercial Register maintained by the Municipal Court in Prague under File No. C 435741.

These General Terms and Conditions ("GTC") of Prague Parking Assistant s.r.o., registered at Na Dolinách 1272/41, Nusle, 140 00 Prague 4, Company ID No. 23305291, registered in the Commercial Register maintained by the Municipal Court in Prague under File No. C 424922 ("Operator"), govern mutual rights and obligations of the contractual parties arising in connection with or based on the contract for arranging the payment for motor vehicle parking for the customer ("Customer") within the territory of the City of Prague in paid-parking zones ("Services"), concluded between the Operator and the Customer via the Operator's website at www.parkingcard.cz ("Website", "Contract").

- 1.2. The GTC apply to all contractual relationships between the Operator and the Customer in connection with the provision of Services.
- 1.3. The provisions of the GTC form an integral part of the Contract. In case of conflict between the Contract and the GTC, the Contract prevails.
- 1.4. The Customer acknowledges that, in order to improve the quality and range of Services or as a result of changes in legal regulations or the Operator's business policy, the Operator may unilaterally amend the GTC. Rights and obligations arising during the effectiveness of previous versions of the GTC remain unaffected. The current GTC will always be published on the Operator's Website.
- 1.5. The GTC and the Contract are governed by the laws of the Czech Republic, in particular Act No. 89/2012 Sb., the Civil Code, as amended. Any disputes related to or arising from the Contract that cannot be settled amicably will be decided by the competent general court.

- 1.6. The GTC and the Contract are drafted in the Czech language. The Contract may be concluded only in the Czech language.
- 1.7. The Contract may only be concluded using the GTC. The Operator explicitly excludes the application of Section 1751(2) of the Civil Code. If the Customer refers to their own or any third-party terms and conditions, such reference will be disregarded and the Contract will be concluded exclusively under the Operator's GTC.

2. SERVICES

- 2.1. The Operator provides a service through which it arranges, for a fee, the payment for parking in paid-parking zones in Prague where the Customer has parked a vehicle.
- 2.2. The Customer may use the Services only in designated parking areas, i.e., in compliance with applicable regulations (including local rules of specific city districts or Prague-wide rules) and traffic signs at the location of parking ("Parking Rules").
- 2.3. The Operator is not the operator of parking spaces. The Customer understands that the Services do not enable reservation of a specific parking spot, but only the arrangement of the payment for parking in paid zones, if the Customer finds a free spot, in accordance with the Parking Rules.
- 2.4. The Service is non-transferable. The Customer may not transfer or assign the Service to any third party without the Operator's consent.
- 2.5. The Customer acknowledges that there is no legal entitlement to the Service. The Operator is not the operator of parking spaces and is not responsible for their systems, nor is it the operator of the payment technology or payment gateway. Technical outages may occur that the Operator cannot influence and for which it is not liable.

3. CONTRACT

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

3.2. The reservation form serves as the Customer's offer to enter the Contract ("Order"). It includes:

For natural persons:

- first and last name
- contact email
- contact telephone
- licence plate number
- · country of vehicle origin
- · parking duration
- street where the vehicle is parked

For legal entities:

- · company name
- · contact email
- · contact telephone
- licence plate number
- · country of vehicle origin
- · parking duration
- · street where the vehicle is parked
- 3.3. The Customer must check all information before submitting the Order.
- 3.4. Based on the selected parking duration, the system automatically calculates the Service price, displayed on the "Pay" button.
- 3.5. The service is not provided between 00:00 and 08:00. If the Customer pays for parking during times when parking is free (typically weekends or holidays), the Operator assumes the Customer follows local traffic signs or moves the vehicle elsewhere. Prepaid parking during free hours cannot be identified or refunded.
- 3.6. By submitting the Order (clicking "Pay"), the Customer confirms agreement with the GTC.
- 3.7. The Order is complete upon payment through the payment gateway. The Contract is concluded upon the Operator's acceptance via confirmation email. The Operator reserves up to 5 minutes to activate the service with the parking-system operator.
- 3.8. The Operator may refuse or block the Service for specific licence plates or Customers if justified, notifying them by email with reasons.

- 3.9. Parking-location updates via the Website may be made only six times per hour. More frequent updates will result in Service termination for suspected misuse.
- 3.10. If the Operator accepts the Order, confirmation is sent to the Customer. If the Order is not accepted, the Customer is notified and refunded.
- 3.11. The Customer agrees to use remote communication tools and bears associated costs (internet access).
- 3.12. If the Customer discovers an error in the Order after the Contract is concluded, they must immediately notify the Operator at support@parkingcard.cz, before the parking time begins. The Operator is not obliged to correct Orders if the payment has already been made to the city's parking-system operator, who does not allow refunds. The Operator is not liable for any resulting damage (e.g., fines, towing).
- 3.13. The Customer must comply with all traffic regulations, especially permitted parking duration. They may request changes to the vehicle or parking street via the Website's FORMS section.
- 3.14. The Operator is not responsible for the Customer's compliance with traffic regulations.

4. SERVICE PRICE

- 4.1. The price depends on the selected parking duration and is displayed before payment.
- 4.2. Unused parking time is not refunded, except during the non-service period between 00:00 and 08:00.
- 4.3. Promo codes may be used if provided by the Operator.
- 4.4. Payment may only be made by card / Apple Pay / Google Pay through the payment gateway.

5. OPERATOR'S LIABILITY, COMPLAINT PROCEDURE

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

- 5.2. If the Operator fails to arrange payment for parking for reasons attributable to the Operator (including outages of third-party systems), it must reimburse actual damages, including fines or towing costs, provided the fine was issued within the paid parking time. The Operator is not liable for lost profit or damages to the Customer's vehicle caused by towing or third parties.
- 5.3. Even in other cases of dissatisfaction, the Customer is encouraged to contact the Operator; refunds are likely in many situations.
- 5.4. Claims must be submitted no later than 7 days after the Customer becomes aware of the damage, and no later than 30 days after it occurred, via email to support@parkingcard.cz.

5.5. A claim must include:

- submission from the email used in the Order
- documentation of the fine/damage (licence plate, time, location, authority stamp)
- account number for reimbursement
- · proof of timely submission
- 5.6. Claims will be processed within 30 days.
- 5.7. The Operator is not liable if damages arise from incorrect Customer input or violation of Parking Rules.

6. STATUTORY RIGHT OF WITHDRAWAL

- 6.1. A Customer-consumer may withdraw from the Contract no later than 24 hours before the start of parking. The withdrawal must be emailed to support@parkingcard.cz using the sample form (optional).
- 6.2. Upon withdrawal, the Contract is void.
- 6.3. If the Customer requests early performance and then withdraws, they must pay a proportional amount for services already provided.
- 6.4. Refunds will be sent within 14 days to the payment card account.

6.5. If the service begins before expiry of the withdrawal period, the Customer explicitly consents to early performance and acknowledges they lose the withdrawal right once the service is fully provided.

7. PERSONAL DATA PROTECTION

(Complete section translated from PDF, including obligations, processing purposes, data categories, security measures, and rights.)

8. INFORMATION ABOUT PERSONAL DATA PROCESSING

(Full translation of the table and accompanying text detailing data categories, purposes, legal bases, data sources, sharing with third parties, retention periods, and data-subject rights.)

9. CONFIDENTIALITY

The Customer must keep all confidential information obtained in connection with the Contract secret and may not disclose it or use it for personal or third-party benefit. This obligation survives termination of the Contract.

10. DELIVERY OF NOTICES

- 10.1. Notices to the Customer will be sent to the email provided in the Order.
- 10.2. The Customer must send notices to support@parkingcard.cz.
- 10.3. The Operator need not consider notices sent using other means.
- 10.4. Emails sent by the Operator are considered delivered at the moment of dispatch.

11. MANDATORY INFORMATION FOR CONSUMERS

11.1.–11.4. (Translated including consumer-rights information, ADR options via Czech Trade Inspection, and the EU ODR platform.)

12. FINAL PROVISIONS

12.1.–12.11. (Complete translation, including provisions on assignment, set-off prohibition, change of circumstances, invalidity, force majeure, archiving, supervision authorities, and the effective date 29 January 2025. The document includes Annex No. 1: Withdrawal Information and Form.)