

PARKINGCARD.CZ GENERAL BUSINESS TERMS

1. INTRODUCTORY ARRANGEMENT

- 1.1. These General Terms and Conditions (hereinafter referred to as "**GTC**") of the company **Prague Parking Assistant s.r.o.**, with registered office at Na Dolinách 1272/41, Nusle, 140 00 Prague 4, IČO 23305291, registered in the commercial register maintained by the Municipal Court in Prague under sp. stamp C 424922 (hereinafter referred to as "**Operator**") govern the mutual rights and obligations of the contractual parties arising in connection with or on the basis of a contract to ensure payment for the 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**") concluded by the Operator between the Operator and the Customer via the Operator's website located at www.parkingcard.cz (hereinafter referred to as "**Website**" a „**Bargain**“).
- 1.2. The General Terms and Conditions apply to all contractual relationships established between the Operator and the Customer in connection with the provision of Services by the Operator to the Customer.
- 1.3. The General Terms and Conditions are an integral part of the Agreement. In the event of a conflict between the Agreement and the General Terms and Conditions, the provisions of the Agreement shall prevail.
- 1.4. The Customer acknowledges that the Operator is entitled to unilaterally change the GTC in view of the effort to increase the quality and scope of the Services provided, or changes and developments in regulations and the business policy of the Operator. This agreement does not affect the rights and obligations arising during the period of validity of the previous version of the General Terms and Conditions. The current version of the GTC will always be posted on the Operator's website.
- 1.5. The General Terms and Conditions and the Agreement are governed by the law of the Czech Republic, in particular Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as "**Civil Code**"). Disputes arising from the Contract or related to it, which are not resolved by an amicable agreement of the contracting parties, will be decided by the competent general court.
- 1.6. The General Terms and Conditions and the Agreement are drawn up in the Czech language. The contract can be concluded in the Czech language.
- 1.7. The contract can only be concluded using the GTC. The operator expressly excludes the application of the provisions of § 1751 par. 2 of the Civil Code, and if the Customer refers to his or other business conditions when concluding the Agreement, this will not be taken into account and the Agreement will be concluded in accordance with the Operator's General Terms and Conditions.

2. SERVICES

- 2.1. The operator provides the service, on the basis of which, for a fee, he ensures payment for parking in paid parking zones in the territory of the capital city of Prague, where the Customer parked the vehicle.
- 2.2. The customer is entitled to use the Services only in places designated for parking, 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 referred to collectively as the "Parking Rules").

- 2.3. The operator is not the operator of the parking spaces. Therefore, the Customer is aware that the Services do not allow the reservation of a specific parking space, but only the provision of 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 consent of the Operator.
- 2.5. The Customer acknowledges that there is no legal right to the provision of the Services. The customer also acknowledges that the Operator is not a parking lot operator and is not responsible for the parking lot operator's systems. In the same way, the Operator is not the operator of the technological solution for paying the parking fee or the operator of the payment gateway that serves to pay the price of the Services, and thus 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 the Contract by the Customer (hereinafter referred to as the "Order"). In the reservation form, the Customer fills in:

Natural persons	Legal entities
• name and surname	• business firm
• contact email	• contact email
• contact phone number	• contact phone number
• Registration number of the vehicle	• Registration number of the vehicle
• country of origin of the vehicle	• country of origin of the vehicle
• parking time	• parking time
• the street where the vehicle is parked	• the street where the vehicle is parked

- 3.3. The Customer is obliged to check the data he entered in 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 indicated on the "Pay" button.
- 3.5. There is no service between 12:00 AM and 8:00 AM. 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 orients himself according to road signs or moves to another place, and does not identify the pre-paid parking space at a free time or place, nor does he additionally refund the price paid for it.
- 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 the "Pay" button and paying the relevant price of the Services by the Customer through the payment gateway to the Operator's account, the Customer's Order is complete. The Agreement is concluded by acceptance of the Customer's Order by the Operator through confirmation of the conclusion of the Agreement. To activate the service directly with the state parking operator, the Operator reserves a period of five minutes from the payment of the order, or from updating the parking space through the form on the Website.
- 3.8. The Operator reserves the right in justified cases not to provide the service in the form of its blocking for a specific RZ or for a specific Customer, just as the Operator reserves the right to refuse to extend the parking time for such a Customer or RZ. However, the Customer must be informed about this situation immediately by e-mail, including the justification. The right of complaint according to the provisions in Article 5 is not affected by this.
- 3.9. Updating of a parking place requiring a record on the Website is possible no more than six times per hour, if changes are entered more frequently, the Operator will terminate the provision of the service in accordance with paragraph 3.8 due to suspicion of intentional misuse of the provided service.
- 3.10. If the Operator accepts the Customer's Order, 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 Contract contains all the information entered by the Customer in the order form. In the confirmation, the Customer will also find the contact details of the Operator in case of complaints or solving other problems. If the Customer's Order is not accepted by the Operator, the Customer will be informed about this via the contact e-mail and the price of the Services paid by the Customer will be returned to the Customer.
- 3.11. The customer agrees to the use of remote means of communication when concluding the Agreement. The costs incurred by the Customer when using means of communication at a distance in connection with the conclusion of the Agreement (costs for internet connection) are paid by the Customer himself.
- 3.12. If, after concluding the Agreement, the Customer discovers that the entered Order contains incorrect data, he is obliged to inform the Operator about this immediately by email to the email address support@parkingcard.cz, before the start of the parking period. 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 the payment of the payment according to the data specified in the Order to the operator of parking spaces in the capital of Prague, which does not allow refunds. In such a case, the Operator is also not responsible to the Customer for the damage that may be caused to him (e.g. the awarding of a fine for unauthorized parking/vehicle towing in the event that the Customer indicates the wrong parking time or the wrong registration 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 time for which he is entitled to park in the given place. The Operator will also communicate the publicly available time limits for a specific location upon request via the email address support@parkingcard.cz, listed on the Operator's website. During the duration of the Agreement, the Customer is entitled to request the Operator to change the Agreement via the Website - FORMS section, to the extent that it concerns (i) a vehicle for which the Operator, for a fee, ensured payment for parking in paid parking zones on the territory of the Capital City of Prague, or (ii) the street where the Customer parked the vehicle in such a way that it did not exceed the maximum permitted parking time in appropriate place.
- 3.14. The operator is not responsible for compliance by customers with generally binding regulations.

4. PRICE OF THE SERVICE

- 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 its payment, i.e. before sending the Customer's Order.
- 4.2. Part of the price for the Customer's unused parking time, as well as for parking time unused due to incorrect updating of the parking space on the Operator's website, is not refundable. This does not apply if it is a period between 24:00 and 08:00 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 events, the Customer is entitled to fill in the promo code as part of the reservation form. The final price of the Service, taking into account the special sales promotion, will be displayed to the Customer on the Website before its payment, i.e. before the conclusion of the Contract.
- 4.4. The price can only be paid by payment card/Apple Pay/Google Pay via the payment gateway that is displayed to the Customer immediately after sending the Order, or clicking the "Pay" button on the Website.

5. RESPONSIBILITY OF THE OPERATOR, COMPLAINTS RULE

- 5.1. The operator undertakes to provide the Services properly and on time.
- 5.2. 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 liable 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.

- 5.3. Even if the Customer is not satisfied with the service for reasons other than according to paragraph 5.2, it is advisable to notify the Operator of such a situation by e-mail; a refund of all or a significant part of the parking fee will be very likely in many cases.
- 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 day it occurred, by e-mail to the Operator's address support@parkingcard.cz.
- 5.5. 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 the Services not being 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 the paragraph. 5.4.

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

- 5.6. 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.
- 5.7. 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 case of non-compliance with the regulations and other arrangements according to paragraph 3.13.

6. STATUTORY RIGHT TO WITHDRAW FROM CONTRACT

- 6.1. A customer who is a consumer according to Section 419 of the Civil Code 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. Withdrawal from the Agreement shall be sent by the Customer to the Operator's e-mail address support@parkingcard.cz.
- 6.2. In case of withdrawal from the Agreement according to paragraph 6.1, the Agreement is canceled from the beginning.
- 6.3. If the Customer according to paragraph 6.1 withdraws from the Contract, which has already been fulfilled by the Operator on the basis of 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 case of withdrawal from the Agreement according to paragraph 6.1 the Operator shall 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.
- 6.5. If the Customer indicates in the Order the beginning of the provision of the Service before the expiration of the period for withdrawing from the Contract according to paragraph 6.1, then the Operator hereby expressly requests and agrees that, in the event that the beginning and further provision of the ordered Services falls within the period for withdrawal, the Operator begins and continues with the provision of the Services already 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.

7. PROTECTION OF PERSONAL DATA

- 7.1. The operator, as the controller of personal data, undertakes to proceed in the fulfillment of its obligations according to the Agreement, during which it processes the personal data of the Customer, or the Customer's contact persons (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 April 27, 2016 on the protection of natural persons in connection with the processing of personal data and on the free movement of such data and on the repeal of Directive 95/46/EC (general regulation on the protection of personal data) and 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 certain natural person who can be identified on the basis of this information, or in connection with other information.
- 7.4. Personal data of data subjects is processed by the Operator to the extent necessary for the fulfillment of its obligations under the Agreement, General Terms and Conditions, the exercise of its rights, the fulfillment of legal obligations and related commercial communications.
- 7.5. The operator undertakes to process personal data in a way that ensures proper security of personal data, including their protection using appropriate technical and organizational measures against unauthorized or illegal access to personal data.
- 7.6. The operator confirms that it has adopted, observes and regularly checks the measures necessary to ensure the protection of personal data, in particular against unauthorized and accidental access to personal data, their change, 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 the confidentiality of such personal data, even after the end 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 (category and example list)	Purpose of processing	Legal basis of processing
<u>Identification data and contact data</u> (especially name, surname, date of birth, address, e-mail and phone number).	<ul style="list-style-type: none">negotiation and performance of the Contract and related communications,addressing Customers through direct marketing.	<ul style="list-style-type: none">Conclusion and performance of the Contract,the legitimate interest of the Operator in ensuring communication with Customers,

Personal data (category and example list)	Purpose of processing	Legal basis of processing
		<ul style="list-style-type: none"> legitimate interest in addressing Customers through direct marketing.
<u>Vehicle data related to the provision of the Service</u> (RZ, vehicle location and parking time).	<ul style="list-style-type: none"> negotiation and performance of the Contract. 	<ul style="list-style-type: none"> conclusion and performance of the Contract.
<u>Data related to handling the complaint</u> (e.g. account number, information contained in the fine decision).	<ul style="list-style-type: none"> performance of the Contract. 	<ul style="list-style-type: none"> performance of the Contract.

- 8.2. Personal data is obtained directly from the data subjects, namely at the time of the Order, or subsequently when resolving the complaint.
- 8.3. Under certain circumstances, the operator is obliged to share personal data of data subjects with third parties, for the above purposes, or if this obligation results 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 license plate number of the vehicle and its location at the time of parking with the operator of the parking spaces.
- 8.5. The operator may use external service providers. For the purposes of fulfilling their obligations, the Operator may transfer certain personal data of data subjects to them or process them for the Operator. In such a case, the external service providers are vetted by the Operator and provide sufficient guarantees with regard to the confidentiality and protection of personal data of data subjects. With all these providers, the Operator has concluded written contracts on the processing or transfer of personal data, in which the external service providers have committed to protect personal data and comply with the Operator's standards for personal data security.
- 8.6. Personal data of data subjects are not transferred outside the European Economic Area.

- 8.7. The personal data of the data subjects are kept only for the period for which the Operator needs them to fulfill the purpose for which they were collected (see above), or for the protection of the legitimate interests of the Operator.
- 8.8. Under the generally binding legal regulations of the specified conditions, the data subject can exercise all the rights listed below:
- the right to access personal data and provide additional information about the processing of personal data;
 - the right to correct incorrect and incomplete personal data;
 - the right to obtain personal data and transfer it 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 revoke the given consent 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 exercising rights, the data subject can 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 communicated to him or which are in any other way known to him on the basis of the Contract or in connection with it or on the basis of the contractual relationship established by the Contract or in connection with it, especially with regard to all facts concerning the Operator, his 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 remain in force even after the expiry of the Agreement concluded between the Customer and the Operator.
- 9.2. The obligation to maintain confidentiality according to paragraph 9.1 also applies to all facts that are the subject of trade secrets in accordance with the provisions of § 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 related to the Operator that have real or at least potential tangible or intangible value for The operator.

10. DELIVERY

- 10.1. It can be delivered to the customer at the e-mail 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 under no obligation to consider documents and actions that the Customer delivers to the Operator in a way other than that specified in the General Terms and Conditions.
- 10.4. E-mail messages sent by the Operator to the Customer at the e-mail address specified in the Order shall be considered delivered at the time of their sending by the Operator. The Operator is only responsible for errors during the transmission of an email message if the error is caused by the operator himself.

11. MANDATORY INFORMATION FOR CUSTOMERS - CONSUMERS

- 11.1. Article 11 is effective only against Customers - consumers according to § 419 of the Civil Code. The arrangements referred to in Article 11 do not apply to persons running a business, self-employed or self-employed.
- 11.2. The Operator hereby informs Customers - consumers that:
- the address for delivering documents to the Operator is the same as the above address of the Operator's headquarters;
 - The Operator's e-mail address for e-mail delivery is support@parkingcard.cz.
- 11.3. The price for using the Services by the Customer is set including all taxes and fees.
- 11.4. A customer who is a consumer can submit a proposal for out-of-court settlement of a dispute to the designated entity for out-of-court settlement of consumer disputes, which is the Czech Trade Inspection, Central Inspectorate - ADR Department, Gorazdova 1969/24 120 00 Prague 2, Email: adr@coi.cz, web: adr.coi.cz. The consumer can also use the online dispute resolution platform established by the European Commission at <http://ec.europa.eu/consumers/odr/>.

12. FINAL ARRANGEMENTS

- 12.1. The rights and obligations between the Operator and the Customer in the Contract or GTC unmodified are primarily governed by the relevant provisions of the Civil Code and other generally binding regulations.
- 12.2. The Customer is not entitled to assign its claims against the Operator arising from the Contract to a third party without the prior written consent of the Operator.
- 12.3. The Customer is not entitled to transfer his rights and obligations arising from the Agreement or part of them to a third party without the prior written consent of the Operator.
- 12.4. The Customer is not entitled to unilaterally offset any of his claims against the Operator against any of his obligations to the Operator arising from the Agreement.
- 12.5. The customer hereby assumes the risk of a change in circumstances in accordance with § 1765 para. 2 of the Civil Code.
- 12.6. If any provision of the GTC becomes, in whole or in part, invalid, apparent, ineffective or unenforceable, but would be valid, effective and enforceable if a part of it were deleted, that provision or the relevant part thereof will be deemed to have been deleted to the extent necessary to preserve the validity, effectiveness and enforceability of the GTC as a whole, while at the same time preserving as much as possible the original economic

meaning of the relevant arrangement. In such a case, the contracting parties shall replace such invalid, apparent, ineffective or unenforceable provision with one that best corresponds to the meaning of the invalid, apparent, ineffective or unenforceable provision within fifteen days from the request of one or the other contracting party.

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

12.8. The contract, including the General Terms and Conditions, 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. The trade inspection is carried out by the relevant trade office within its jurisdiction. The Office for Personal Data Protection supervises the area of personal data protection. The Czech Trade Inspection carries out, to a defined extent, among other things, the supervision of compliance with Act No. 634/1992 Coll., on consumer protection, as amended.

12.10. Appendix no. is an integral part of the GTC. 1:

- Instructions on withdrawing from the Contract and Sample Form for withdrawing from the Contract.

12.11. The TOS are valid and effective from January 29, 2025.

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. It is necessary to withdraw from this contract by the fastest possible means of communication, that is, to the e-mail address: 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.

Contacts

support@parkingcard.cz

Company

Prague Parking Assistant, s.r.o.

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