



# TERMS & CONDITIONS CYFROWYPARKING.PL / DIGITALPARKING.CITY

Thank you for visiting our website available at <https://cyfrowyparking.pl> & <https://digitalparking.city> (hereinafter: "**Cyfrowyparking.pl**", "**digitalparking.city**", "**Website**", "**Site**").

The purpose of the Website is to provide the option of making simple and quick reservations of parking spaces in car parks operated by entities cooperating with Webiste.

The digitalparking.pl and digitalparking.city domains are used interchangeably depending on the market selected by the customer of the Website.

The formula of these terms and conditions provides for the establishment of general terms and conditions of using the Website, in particular the terms and conditions of using electronic services available on the Website, making a reservation, conclusion and implementation of contracts concluded via Website.

These terms and conditions, if you decide to use Website, regulate in particular rules of using, including our liability.

**We invite you to read the terms and conditions and make reservations and subscriptions,**

**Team of Cyfrowyparking.pl & Digitalparking.city**

# 1) ABOUT US

The owner of the Website is:

- in Poland and European Union: NAVIPARKING POLAND SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ with its registered office in Warsaw (registered office and delivery address: ul. Domaniewska 47/10, 02-672 Warsaw); entered into the register of entrepreneurs of the National Court Register under the KRS number: 0000692741; registry court where the company's documentation is kept: District Court for the Capital City of Warsaw in Warsaw, XII Commercial Department of the National Court Register; with share capital PLN 6,000.00; NIP [tax ID]: 7010713337, REGON [National Business Registry Number]: 368219897 and e-mail address: [customersupport@naviparking.com](mailto:customersupport@naviparking.com)
- For United Arab of Emirates, Bahrain and other MENA countries: NAVIPARKING DMCC with its registered office in Dubai, 19th Floor, Conrad Hotel Sheikh Zayed Road, e-mail address: [office@naviparking.com](mailto:office@naviparking.com).

hereinafter: "**Service Provider**".

# 2) DEFINITIONS OF TERMS

1. The terms used in these terms and conditions shall have the following meaning:
  - a. **WEBSITE, SITE, CYFROWYPARKING.PL, DIGITALPARKING.CITY** - the Service Provider's website available at <https://cyfrowyparking.pl> or <https://digitalparking.city>
  - b. **TERMS AND CONDITIONS** - these terms and conditions of the Website.
  - c. **CUSTOMER** - (1) a natural person with full legal capacity, and in cases provided for by generally applicable regulations also a natural person with limited legal capacity; (2) legal person; or (3) an organizational unit without legal personality, which the law recognizes legal capacity; - using or intending to use the Website, including concluding or intending to conclude a Reservation Agreement.

d. **SERVICE PROVIDER** - NAVIPARKING POLAND SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ with its registered office in Warsaw (address of the registered office and delivery address: ul. Domaniewska 47/10, 02-672 Warsaw); entered into the register of entrepreneurs of the National Court Register under the KRS number: 0000692741; registry court where the company's documentation is kept: District Court for the Capital City of Warsaw in Warsaw, XII Commercial Department of the National Court Register; with share capital PLN 6,000.00; NIP [tax ID]: 7010713337, REGON [National Business Registry Number]: 368219897 and e-mail address: customersupport@naviparking.com.

e. **CAR PARK PROVIDER** - (1) a natural person with full legal capacity; (2) legal person; or (3) an organizational unit without legal personality, which the law recognizes legal capacity; - cooperating with the Service Provider in order to enable the submission of Reservations for Parking Services provided in the car park operated by it.

f. **RESERVATION** - application by the Customer of the will to conclude a Reservation Agreement with the Service Provider submitted via the Reservation Form.

g. **RESERVATION AGREEMENT, AGREEMENT** - an agreement concluded via the Website between the Customer and the Service Provider, under which the Service Provider ensures the availability of the Parking Service being the subject of the Reservation.

h. **PARKING SERVICE** - a service provided outside the Website by the Car Park Provider to the Customer, consisting in renting a parking space and / or storing the Customer's vehicle, depending on the scope resulting from the Car Park Terms and Conditions.

i. **CAR PARK TERMS AND CONDITIONS** - terms and conditions defining the terms of use of the Parking Service available on the Website of the Car Park Provider and in the car park.

j. **TICKET** - a document issued by the Service Provider in digital form, readable on an appropriate electronic device, which is a carrier of the right, enabling the Customer to use the Parking Service at the place and time specified in its content.

k. **ELECTRONIC SERVICE** - a service provided electronically by the Service Provider to the Customer via the Website in accordance with the Terms and Conditions.

l. **RESERVATION FORM** - Electronic Service, an interactive form available on the Website enabling the Customer to make a Reservation, in particular by specifying the place and duration of the Parking Service.

m. **CONTACT FORM** - Electronic Service, an interactive form available on the Website enabling the Client to contact the Service Provider.

n. **CIVIL CODE** - For the Polish market only - the Civil Code Act of 23 April 1964 (Journal of Laws No. 16, item 93, as amended).

o. **CONSUMER RIGHTS ACT**- For the Polish market only - the Act of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827, as amended).

### 3) GENERAL TERMS AND CONDITIONS OF USING CYFROWYPARKING.PL & DIGITALPARKING.CITY

1. Each Customer may use the Website on the terms specified in the Terms and Conditions.
2. The Customer is obliged to use the Website in a manner consistent with its intended use and these Terms and Conditions, in accordance with the law and best practices, with respect for personal rights, copyrights and intellectual property of the Service Provider, other Customers and third parties. The Customer is obliged to enter data consistent with the facts. The Customer is forbidden to provide illegal content.
3. Technical requirements necessary for cooperation with the ICT system used by the Service Provider: (1) computer, laptop, tablet, smartphone or other multimedia device with Internet access; (2) access to electronic mail; (3) up-to-date web browser: Mozilla Firefox, Internet Explorer, Opera, Google Chrome, Safari or Microsoft Edge; (4) recommended minimum screen resolution: 1024x768; (5) enabling cookies and Javascript support in the web browser.
4. For the Polish market only - The Service Provider complies with Art. 14 para. 1 of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws 2002 No. 144, item 1204 as amended), according to which: *the person who provides the resources of the ICT system for the purpose of the Customer does not know about the unlawful nature of the data or related activities,*

*and in the event of receiving an official notification or obtaining reliable information about the unlawful nature of the data or related activities, it will immediately prevent access to the data.*

5. The Service Provider informs that using the Website via the Internet is associated with risk. The basic threat to every Internet user, including people using Electronic Services, is the possibility of "infecting" the ICT system by various types of software created mainly for the purpose of causing damage, in particular computer viruses such as "worms" or "Trojan horses". To avoid the risks associated with them, it is important that the Customer provides their equipment that they use when connecting to the Internet, with an anti-virus program and constantly update it by installing its latest versions.

6. The Administrator of personal data processed on the Website in connection with the implementation of the provisions of these Terms and Conditions is the Service Provider. Personal data is processed for the purposes, for the period and based on the grounds and principles set out in the **privacy policy** published on the Website. The privacy policy contains, above all, the rules for the processing of personal data by the Administrator on the Website, including the grounds, purposes and period of personal data processing and the rights of data subjects, as well as information on the use of cookies and analytical tools on the Website. Use of the Website is voluntary. Similarly, the provision of personal data by the user of the Website is voluntary, subject to the exceptions indicated in the privacy policy (use of Electronic Services, conclusion of a contract for the provision of the Service and statutory obligations of the Service Provider).

## **4) ELECTRONIC SERVICES ON THE WEBSITE**

1. The Customer who is over 18 years old may use the following Electronic Services on the Website: **Contact Form** and **Reservation Form**. A detailed description of Electronic Services and the rules of their operation is available in the Terms and Conditions and on the Website.

2. The use of Electronic Services by the Customers is free of charge, with the reservation that the submission of the Reservation by the Customer may lead to the conclusion of an Agreement with the Service Provider, which entails the obligation to pay. In each case, the Customer is informed before concluding the Agreement with the Service Provider about the required payments and the amount of all receivables under the Agreement.

3. **The use of the Contact Form** is possible after going to the "**Contact**" tab visible on the Website and requires two subsequent steps by the Customer - (1) filling in the Contact Form with the data indicated as mandatory and (2) clicking the "**Send message**" field on the Website after completing the Contact Form. In the Contact Form, it is necessary for the Customer to provide at least the subject and content of the message addressed to the Service Provider and the following data of the Customer: name and surname and e-mail address to which the Service Provider's reply should be sent.

4. The Electronic Contact Form service is provided free of charge and is of a one-off nature and ends when the message is sent through it or when the Customer stops sending messages through it.

5. **The use of the Reservation Form** begins with the moment of going to the "**Reservations**" or "**Subscription**" tab - depending on the scope of the Reservation the Customer is interested in. The Reservation is made after the Customer has completed two consecutive steps - (1) completing the Reservation Form and (2) clicking the "Book" field on the Website after completing the Reservation Form - up to that moment it is possible to modify the entered data (for this purpose, follow the displayed messages and information available on the Website). In the Reservation Form, it is necessary for the Customer to provide the following data regarding the Customer: name and surname, vehicle registration number, e-mail address and contact telephone number, as well as information regarding the subject of the Reservation: location of the parking space and the duration of the rental.

6. The Electronic Service Reservation Form is provided free of charge and is of a one-off nature and ends when the Reservation is made through it or when the Customer ceases to submit the Reservation through it.

## 5) **CONDITIONS FOR CONCLUDING A RESERVATION AGREEMENT**

1. The conclusion of the Reservation Agreement in the subject of Parking Services available on the Website is possible after the Customer has made a Reservation in accordance with point 4.5 of the Terms and Conditions.

2. The amounts displayed on the Website Include taxes and are given in: Polish zlotys and United Arab Emirates dirham. The Customer is informed about the total price of the Parking Service being the subject of the Reservation together with the applicable taxes, as well as about other costs, and if the amount of these fees cannot be determined - about the obligation to pay them, the Customer is informed when submitting the Reservation, including when expressing the will to conclude the Agreement Reservation with the Service Provider.
3. The Customer is prohibited from submitting Reservations that may mislead the Service Provider, including reservations that do not reflect the actual intention of the Customer.
4. The Customer's reservation may be shorter than 1 hour, but price of such service will remain the same as for 1h, which is the minimum. The reservation may not apply to an hour that begins sooner than 10 minutes from the time of making the Reservation.
5. After receiving the Reservation, the Service Provider immediately verifies the availability of the Parking Service at the time specified by the Customer. In the event of a positive verification, the Service Provider confirms the availability of the Parking Service with the Customer and invites them to conclude the Reservation Agreement by means of a message displayed on the Reservation Form page. The conclusion of the Reservation Agreement takes place on the condition that the Customer makes the payment by means of fast electronic payments, immediately, no later than within 5 minutes from the confirmation of the availability of the Parking Service. Electronic payments are made in Poland via the Przelewy24.pl service operated by PayPro S.A. (detailed information on current payment methods is available on <https://przelewy24.pl>). For United Arab Emirates electronic payments are made via the TELR service (detailed information on current payment methods is available on <https://telr.com>).
6. If it is not possible to confirm the availability of the Parking Service at the time specified by the Customer, the Service Provider informs the Customer about it using the message displayed on the Reservation Form page. If the Customer has already made any payment, the Service Provider undertakes to reimburse the Customer for all payments made by them for the submitted Reservation, immediately, not later than within 60 minutes from receiving the Reservation.
7. The content of the concluded Agreement is recorded, secured and made available to the Customer by the Service Provider by (1) providing these Terms and Conditions before submitting the Reservation and (2) sending the Customer a message via e-mail, which contains at least the

Service Provider's declaration of accepting the Reservation for implementation and confirmation of the Reservation conditions. The content of the Agreement is additionally recorded and secured in the IT system of Website.

## **6) MAKING A RESERVATION AND RESPONSIBILITY OF THE SERVICE PROVIDER**

1. Under the Reservation Agreement, the Service Provider undertakes to provide the Customer with the availability of the Parking Service at the car park indicated in the Reservation and at the time specified therein.

2. The Service Provider performs the Reservation Agreement upon sending the generated Ticket to the Customer, what is equal to payment confirmation. The Ticket is sent by e-mail to the e-mail address provided by the Customer in the Reservation Form. The Service Provider performs the Reservation Agreement immediately, no later than within 10 minutes from the conclusion of the Reservation Agreement.

3. The Car Park Provider is always an independent third party in relation to the Service Provider. The Car Park Provider is responsible for providing the Customer with a parking space, which will appear in their car park within the time covered by the Reservation, with a Ticket issued by the Service Provider.

4. The Customer, arriving at the car park operated by the Car Park Provider within the time covered by the Reservation, after registering the entrance to the car park using the ANPR (Automatic Number Plate Recognition) camera or the NaviPay application, concludes a contract for the use of the Parking Service directly with the Car Park Provider under the conditions specified in the Car Park Terms and Conditions. The Customer is obliged to read the Car Park Terms and Conditions and obey them throughout the entire period of using the Parking Service.

5. Payment for the Reservation, made by the Customer at the conclusion of the Reservation Agreement, is transferred by the Service Provider to the Car Park Provider and is credited towards the receivables required by the Car Park Provider from the Customer under the contract for the use of the Parking Service. If the time of using the Parking Service by the Customer coincides with the time covered by the Reservation, the Customer will not incur any additional costs for using the parking lot.



Otherwise, the Customer may be obliged to settle directly with the Car Park Provider for additional time using the Parking Service in accordance with the price list applicable in the car park.

6. The Parking Services, which are the subject of the contract between the Customer and the Car Park Provider, are provided without the participation and interference of the Service Provider. The Service Provider is not responsible for the performance of the obligations of the Customer and the Car Park Provider, provided that it does not limit or exclude the Service Provider's liability towards consumers (or other entities to which the provisions on consumers apply) provided for by mandatory provisions of law.

## 7) CONTACT WITH CYFROWYPARKING.PL & DIGITALPARKING.CITY

The main form of ongoing distance communication with the Service Provider is the **Contact Form** and electronic mail (e-mail address: [customer.care@naviparking.com](mailto:customer.care@naviparking.com)), through which information on the use of the Website can be exchanged with the Service Provider. The Customers may contact the Service Provider also in other ways permitted by law, using the contact details indicated at the beginning of the Terms and Conditions.

## 8) COMPLAINTS REGARDING THE WEBSITE

1. The basis and scope of the Service Provider's liability towards the Customer are defined by generally applicable law, for Poland - in particular by the Civil Code (including Article 471 et seq. of the Civil Code).
2. Complaints related to the operation of the Website or regarding the performance of the Reservation Agreement may be submitted by the Customer, for example, via e-mail to the following address: [customer.care@naviparking.com](mailto:customer.care@naviparking.com) or via the Contact Form.
3. The Service Provider recommends that the complaint includes: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of

irregularities; (2) customer expectations; and (3) contact details of the person submitting the complaint - this will facilitate and speed up the processing of the complaint. The requirements set out in the preceding sentence are only recommendations and do not affect the effectiveness of complaints submitted without the recommended description of the complaint.

4. The Service Provider will respond to the complaint immediately, no later than within 30 calendar days from the date of its submission. If the Service Provider did not respond to the consumer's complaint within the time limit referred to in the preceding sentence, it is considered that the complaint was deemed justified.

5. For UAE, Bahrain and other MENA countries, the Customer must retain a copy of transaction records and the Service Provider policies and Terms & Conditions.

## **9) RIGHT TO WITHDRAW FROM THE AGREEMENT**

1. This section of the Terms and Conditions and the provisions contained herein apply to the Customers who are consumers and the contracts concluded by them with the Service Provider.

2. The right to withdraw from a distance contract is not available, among others in relation to: (1) contracts for the provision of services, e.g. under the Reservation Agreement, if the Service Provider has fully performed the service with the express consent of the consumer, who was informed before the commencement of the service that after the Service Provider has fulfilled the service, they will lose the right to withdraw from the contract; and (2) for the delivery of digital content that is not recorded on a tangible medium, if the performance began with the consumer's express consent before the deadline to withdraw from the contract and after the Service Provider informed them about the loss of the right to withdraw from the contract.

3. Subject to point 9.2 of the Terms and Conditions, a consumer who has concluded a distance contract may, within 14 calendar days, withdraw from it without giving a reason and without incurring costs, subject to the costs referred to in point. 9.4 and 9.8 of the Terms and Conditions. To meet the deadline, it is enough to send a statement to the Service Provider before its expiry. Withdraw from the contract up is possible up to 1 hour before the start of the service. Refunds will be made up to 45 days, back to the payment solution used initially by the customer.

4. In the case of purchase of a service, e.g. under the Reservation Agreement, the performance of which by the Service Provider - at the express request of the consumer - began before the deadline to withdraw from the contract, the consumer who exercises the right to withdraw from the contract after making such a request is obliged to pay for the services fulfilled until withdrawal from the contract. The payment amount is calculated in proportion to the scope of the service provided, taking into account the price or remuneration agreed in the Reservation Agreement. If the price or remuneration is excessive, the basis for calculating this amount is the market value of the service provided.

5. The declaration of withdrawal from the contract may be submitted, for example, in electronic form via e-mail to the following address: [customer.care@naviparking.com](mailto:customer.care@naviparking.com). For this purpose, in Poland the consumer may use the statement template, which is attached as Annex 2 to the Consumer Rights Act, but it is not obligatory.

6. In the case of contracts for the provision of services (e.g. Reservation Agreement), the period of withdrawal from the contract begins from the date of conclusion of the contract.

7. Included in this section 9 of the Terms and Conditions, the provisions regarding the consumer shall apply from 1 January 2021 and for contracts concluded from that date also to the Customer who is a natural person concluding a contract directly related to their business activity, if the content of this contract shows that it is not of the nature of professional, resulting in particular from the subject of economic activity performed by it, made available on the basis of the provisions on the Central Register and Information on Economic Activity.

8. The Service Provider deducts 10% from the reimbursed amounts for the unused ticket as compensation. The amount of the deduction covers the service provider's costs, which include staff and organizational costs, bank fees related to the purchase and return of tickets, as well as the carrier's loss of the passenger's ability to perform the contract. The deduction does not apply if the Customer withdraws from the contract of carriage for reasons attributable to the service provider.

## 10) EXTRAJUDICIAL METHODS OF DEALING WITH COMPLAINTS

1. This section of the Terms and Conditions and the provisions contained herein apply to the Customers who are Consumers.
2. For Customers in Poland detailed information on the possibility for the Customer who is a consumer to use extrajudicial means of dealing with complaints and redress and the rules of access to these procedures are available at the offices and on the websites of powiat (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection Inspectorates of the Trade Inspection and at the following internet addresses of the Office of Competition and Consumer Protection: [http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php) and [http://www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php).
3. For European Union Customers at <http://ec.europa.eu/consumers/odr> there is an online platform for resolving disputes between consumers and entrepreneurs at the EU level (ODR platform). The ODR platform is an interactive and multilingual website with a one-stop shop for consumers and entrepreneurs seeking out-of-court settlement of a dispute regarding contractual obligations arising from an online sales contract or a contract for the provision of services.

## 11) COPYRIGHT

1. Copyright and intellectual property rights to the Website as a whole and its individual elements, including content, graphics, works, designs and signs available on it, belong to the Service Provider or other authorized third parties and are protected by the Polish Law: Act of 4 February 1994 on copyright and related rights (Journal of Laws No. 24, item 83, as amended) and other provisions of generally applicable law. The protection granted to the Website covers all forms of their expression.
2. Trademarks of the Service Provider and third parties should be used in accordance with applicable law.

## 12) PROVISIONS CONCERNING ENTREPRENEURS

1. Point 12. of the Terms and Conditions and the provisions contained herein are addressed and thus are binding only for the Customer who is not a consumer, and from 1 January 2021 and for contracts concluded from that day also not a natural person concluding a contract directly related to its business, if it follows that it does not have a professional nature for this person, resulting in particular from the subject of the business activity it carries out, made available on the basis of the provisions on the Central Register and Information on Economic Activity.
2. The Service Provider does not guarantee that the Website is error-free or that the Customer will be able to operate it without problems or disruptions.
3. The Service Provider has the right to withdraw from the contract concluded with the Customer within 14 calendar days from the date of its conclusion. Withdrawal from the contract in this case may take place without giving a reason and does not give rise to any claims on the part of the Customer against the Service Provider.
4. The Service Provider may terminate the Customer's Rental contract or the contract for the provision of Electronic Services with immediate effect and without indicating the reasons by sending such a Customer a relevant statement.
5. The Service Provider is entitled at any time to take steps to verify the truthfulness, reliability and accuracy of the information provided by the Customer. In terms of verification, the Service Provider is entitled, inter alia, to request the Customer to send a scan of the certificates, attestations or other documents necessary for verification. During the verification referred to in the preceding sentence, the Service Provider is entitled to withhold the Customer's Reservation for the duration of the verification.
6. The Service Provider is liable to the Customer, regardless of its legal basis, only up to the amount of fees paid by the Customer for the Reservation, and in the absence of it - up to the amount of PLN 500.00 (say: five hundred). The amount limitation referred to in the previous sentence applies regardless of whether the Customer has concluded any agreement with the

Service Provider. The Service Provider is liable to the Customer only for typical and actually incurred damages, foreseeable at the time of concluding the contract, excluding lost profits.

7. The Service Provider shall not be liable to the Customer for damages and failure to fulfil obligations resulting from the event of force majeure (e.g. hacker break-ins, natural disasters, floods, fires, earthquakes, epidemics, riots and wars) or any other causes beyond the control of Service Providers.

8. Any disputes arising between the Service Provider and the Customer shall be submitted to the court having jurisdiction over the Service Provider's seat.

## **13) FINAL PROVISIONS**

1. Agreements concluded on the basis of these Terms and Conditions are concluded in Polish and English.

2. The Service Provider reserves the right to amend the Terms and Conditions for important reasons, that is: changes in the law; adding or changing the currently provided Electronic Services; changes in payment methods and dates - to the extent to which these changes affect the implementation of the provisions of these Terms and Conditions. Amendments to the Terms and Conditions will not in any way infringe the rights acquired by the Customers prior to the entry into force of the amendments to the Terms and Conditions, in particular amendments to the Terms and Conditions will not affect the already submitted or submitted Reservations and the concluded and executed Reservation Agreements.

3. In matters not covered by these Terms and Conditions, generally applicable provisions of Polish law shall apply for Polish market, in particular: The Civil Code, the Consumer Rights Act, the Act of 18 July 2002 on the provision of electronic services (Journal of Laws 2002 No. 144, item 1204, as amended) and other relevant provisions of generally applicable law.\

For markets: United Arab Emirates, Bahrain and other MENA countries, governing law is the local law.

4. The Service Provider will not trade with or provide any services to OFAC and sanctioned countries

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Thank you for carefully reading this document!

If you have any questions, we are always at your disposal - please contact us using the data provided herein.

**We are looking forward to doing business with you,**

**Team of Cyfrowyparking.pl & Digitalparking.city.**