

Please note that all terms, conditions and rules are translations provided for informational purposes only. In case of any discrepancy among different language versions of this document, the Czech one is superior to any other. Thank you for your understanding.

## TERMS AND CONDITIONS

of the corporation  
Letiště Praha, a. s.  
with its registered seat at K letišti 1019/6, 161 00 Praha 6  
registration No.: 282 44 532  
registered in the Commercial Register maintained by the Municipal Court in Prague,  
Section B, Insert 14003  
regarding online booking and payment services for vehicle parking and additional  
services in the parking buildings of Letiště Praha, a. s.

### 1. INTRODUCTORY PROVISIONS

- 1.1. These Terms and Conditions (hereinafter "**Terms and Conditions**") of Letiště Praha, a.s., with its registered seat at K letišti 1019/6, PSČ 161 00, Praha 6, registration No.: 282 44 532, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 14003 (hereinafter "the **Operator**") hereby regulate the rights and obligations of the contracting parties arising in connection with or pursuant to the agreement on parking, car wash service or valet parking (hereinafter "the **Agreement**") concluded by and between the Operator and another party (hereinafter the "**Customer**") via the Operator's website located at the following addresses, [www.prg.aero](http://www.prg.aero) and [www.aeroparking.cz](http://www.aeroparking.cz) (hereinafter "the **Website**"), via the website's interface (hereinafter "**the WebInterface**").
- 1.2. Provisions deviating from these Terms and Conditions may be agreed upon in the Agreement. Any deviating provisions agreed to in the Agreement shall prevail over the provisions contained in these Terms and Conditions.
- 1.3. The provisions of these Terms and Conditions are an integral part of the Agreement.
- 1.4. The Agreement and the Terms and Conditions are rendered in the Czech language. The Agreement may be concluded in Czech, English, or German. The concluded Agreement will be stored with the Operator, and the Provider will allow the Customer access to it through a Web interface.
- 1.5. The Agreement may only be concluded under these Terms and Conditions. The Operator hereby expressly excludes the application of the provisions of Section 1751, (2), Act No. 89/2012 Sb., the Civil Code (hereinafter "**the Civil Code**"), and should the Customer refer to his or her own or any other terms and conditions when concluding the Agreement, it shall not be taken into account and the Agreement shall be concluded solely pursuant to these Terms and Conditions of the Operator.

- 1.6. An integral part of these Terms and Conditions are the Operating rules for parking areas for motor vehicles at the Prague-Ruzyně Airport issued by Operator (hereinafter "**the Operating Rules**"), as accessible on the website of the Provider: [www.aeroparking.cz](http://www.aeroparking.cz), specifically at the link to the Operating Rules. The Customer expressly undertakes to abide by the rules set out in the Operating Rules while using the Parking Services.
- 1.7. The text of these Terms and Conditions and/or of the Operating Rules may be amended or supplemented by the Operator. This provision shall be without prejudice to the rights and obligations that arose during the period when the previous version of the Terms and Conditions and/or the Operating Rules was in effect.

## 2. PARKING SERVICE AND ADDITIONAL SERVICES

- 2.1. The online booking and payment service for vehicle parking provided by the Operator is a service that enables the user to book and pay in advance for the service consisting in the ability to park a vehicle in the multi-story parking garage PC COMFORT, Aviatická 1082/8, Praha 6, PA SMART, Aviatická Str., Praha 6, PD HOLIDAY, Jana Kašpara Str., Praha 6 and parking area PB ECONOMY, Aviatická Str., Praha 6 (hereinafter "**the Parking Facility**") via the Website for a period and in a Parking Facility selected by the Customer in advance (hereinafter "**the Parking Service**"). The Parking Service may also include additional Car Wash and Valet services, or other services agreed upon in the Agreement (hereinafter referred to as "Additional Services").
- 2.2. The PC COMFORT, PA SMART, PD HOLIDAY facilities, where the Parking Service is being provided, are enclosed buildings, guarded, and monitored by a video surveillance system maintained by the Operator. PB ECONOMY is an uncovered parking area, guarded and monitored by a camera system.
- 2.3. The Customer may use the Parking Service as a one-off service only, without interruption, starting from the entry into the Parking Facility, until the moment when the Customer exits the Parking Facility.
- 2.4. The Car Wash Service is a service that allows the Customer to book and pay the service of washing the exterior and/or interior of the vehicle in the scope and for the price set on the Website (hereinafter "the Car Wash Service")
- 2.5. The Car Wash Service is provided by the Provided solely in the area of the PC COMFORT car park. The Car Wash Service is provided by the Provided solely to the Customers who according to the below-mentioned instructions order the Parking Service in the PC COMFORT car park. The Customer acknowledges that the Car Wash service will be performed before parking the Customer's vehicle in the parking place.

2.6. The Car Wash Service is not provided by the Provider as an individual service, but solely in combination with the Parking Service in the PC COMFORT car park.

2.7. The Valet Parking service (hereinafter referred to as "Valet") provides the option of using a dedicated website to book and pay in advance the additional service of the vehicle pick-up from the Customer by the Operator at a designated location, transporting the vehicle by the Operator, and parking it for a specified period of time at a parking area designated by the Operator. The service also includes the subsequent transfer of the vehicle back to the designated location and handover to the Customer. The Valet service can be provided separately or in conjunction with other Additional Services. The Valet service can only be provided for passenger motor vehicles that meet the conditions for operation on roads and are to be driven by holders of a group B driver's license.

### 3. ORDERING THE PARKING SERVICE AND ADDITIONAL SERVICES

3.1. The Customer shall place his or her order for the Parking Service by filling in the designated order form on the Website, stating, in particular, with the starting and ending dates and times between which they wish to use the Parking Service, stated in whole hours (hereinafter "**Parking Duration**"). The order for the Additional Services shall be placed via the designated order form on the Website, selecting the type and scope of the additional service. (The order of the Parking Service and the Additional Services hereinafter as "**the Order**").

3.2. The Parking Duration may not start earlier than 2 hours from the moment when the Order is sent to the Operator to be processed.

3.3. When providing his or her contact details, the Customer is obliged to enter an e-mail address that will remain valid from the moment the Order is placed until the moment when the Customer stops using the Parking Service. In particular, the Customer is obliged to ensure his or her e-mail settings allow for incoming electronic mail which makes it possible for messages sent from the Operator to be delivered (hereinafter "**the Customer's e-mail address**").

3.4. The Customer shall send a completed Order stating the Customer's name, surname and the Customer's e-mail address (hereinafter "**the Contact Details**") via the Web Interface in order to be processed by the Operator.

3.5. The Agreement between the Customer and Operator for the provision of the Parking Service, and, should the Customer select this option, the Additional Services, under these Terms and Conditions shall be concluded when the Customer pays the Price via the Web Interface.

- 3.6. The Customer is authorized to use the Parking service or Additional Services pursuant to the Agreement from the moment the Agreement is concluded.

#### 4. THE PRICE OF THE PARKING SERVICE AND ADDITIONAL SERVICES

- 4.1. The Price of the Parking Service shall be stipulated based on the Parking Duration and choice of Additional Service required by the Customer. The Customer will see the final price of the Parking service on the Website prior to the payment, i.e. prior to the conclusion of the Agreement. The price of the Additional Services shall be stipulated based on the scope requested by the Customer pursuant to the Operator's price list in force on the date when the Customer placed the Order, as published at [www.prg.aero](http://www.prg.aero) (hereinafter "**the Pricelist**").
- 4.2. The Operator reserves the right to amend or supplement the Pricelist at any time.
- 4.3. The order form includes an application designed to accept payment of the Price for the Parking Service as well as for the Additional Services. The application displays the Price of the Parking Service calculated based on the data entered by the Customer pursuant to Art. 4.1. of the Terms and Conditions. Should the Customer select the option of the Additional Services, the application shows the total price for the Parking Service and the Additional Services based on the data entered by the Customer pursuant to Art. 4.1. of the Terms and Conditions (hereinafter "**the Price**").
- 4.4. If the Customer is the holder of a special click-through - code generated by the Operator for special sales promotion purposes (hereinafter the "**Click-through**"), he or she can sign up to order the Parking Service by accessing it. The final price of the Parking Service or the Additional Service shall be subsequently stipulated based on the Operator's applicable price list that is relevant for the given type of Click-through and displayed to the Customer on the Website prior to the payment, i.e. prior to the conclusion of the Agreement.
- 4.5. The Price must be paid by a payment card or bank transfer using the payment gateway displayed to the Customer right after completing their Order on the Website (hereinafter "**the Payment Gateway**").
- 4.6. The Provider shall issue a document for taxation purposes – an invoice for the payment of the Price pursuant to the Agreement. The Operator is a registered VAT payer. The Operator shall issue the document for taxation purposes – the invoice shall be sent to the Customer after the payment of the Price in electronic format to the Customer's e-mail address.

## 5. CONCLUSION OF THE AGREEMENT

- 5.1. Before sending the Order to the Operator, the Customer may check and amend the information he or she entered into the Order, allowing the Customer to detect and correct any mistakes made while entering the information into the Order.
- 5.2. The Customer shall send the Order to the Operator by clicking on the button "ORDER WITH OBLIGATION TO PAY". The Operator considers the information given in the order to be correct.
- 5.3. The contractual relationship between the Operator and the Customer comes into effect upon the Customer's payment of the Price via the Payment Gateway. After the conclusion of the Agreement, the Operator shall send an e-mail confirmation of the Order to the Customer to the Customer's email address.
- 5.4. The Customer agrees with the use of distance communication during the conclusion of the Agreement. The costs incurred by the Customer while using distance communication in connection with the conclusion of the Agreement (costs of an internet connection) shall be borne solely by the Customer.

## 6. CODE NUMBER

- 6.1. Immediately after the provider of the Payment Gateway service confirms the payment of the Price, a confirmation with a code number shall be displayed to the Customer on the Website.
- 6.2. The confirmation with the code number can be printed out from the Website anytime in the section entitled Manage my booking after entering the Customer's Order number (received by the Customer in the e-mail confirmation of the Order), postal code and e-mail address that the Customer had entered when placing the Order.
- 6.3. The code number is transferable and the person who concluded the Agreement may pass it on for use by a third party. Such third party shall be subject to the same rights and obligations as the person who concluded the Agreement, if they wish to use the Parking Service or the Additional Services. The Customer is responsible for making the third party aware of the terms and conditions of the Agreement.

## 7. E-MAIL CONFIRMATION OF THE ORDER

- 7.1. An e-mail confirmation of the Order shall also be sent to the e-mail address of the Customer immediately after the provider of the Payment Gateway service confirms to the Operator that the Price had been paid in full.

7.2. The e-mail confirmation of the Order represents a simplified document for taxation purposes containing the name and surname of the Customer, the Order number, the number of the document for taxation purposes, the selected Parking Facility, the required date and time of the entry into and exit from the Parking Facility, the Price including VAT, the means of identification of the Order and the access code (hereinafter "**the E-mail confirmation of the Order**"). Should the Customer order the Additional Services as well, the Order will contain the specification for this service and its Price including VAT.

7.3. Should the Customer find out, after the conclusion of the Agreement, that the Order contains erroneous data, they are obliged to inform the Operator about this fact without delay by e-mail sent to parking@prg.aero. In the e-mail, the Customer is obliged to state which data in the Order is erroneous, and to re-state it correctly. The Operator is not obliged to ensure any changes made to the Order, particularly including the starting and ending dates and times for the use of the Parking Service, due to possible unavailability of free Parking Services that occurred during the period when the Order contained false information. If the Provider is not able to change the Order due to unavailability of the Parking Service based on the previous sentence, the Provider shall expressly inform the Customer about his or her right to withdraw from the Agreement based on Article 11, or 12, as the case may be, of these Terms and Conditions.

## 8. THE ADDITIONAL SERVICES CONDITIONS – CAR WASH AND VALET

8.1. In the case of the Car Wash service or the Valet service, the Operator may request that the acceptance and handover of the vehicle be carried out on the basis of a handover protocol, in which a detailed specification of the vehicle, the condition of the vehicle, and a description of any detected defects or existing damage to the vehicle will be detailed. The handover protocol may also include photo documentation made on site by an authorised employee of the Operator, capturing the condition of the vehicle at the time of its handover to the Operator or acceptance by the Customer. At the Operator's request, the Customer is obliged to list all defects and damage to their vehicle in the handover protocol and to provide the necessary cooperation upon drafting the handover protocol. The Customer and the Operator confirm the accuracy of the information stated in the handover certificate with their signatures. The Customer is obliged to inform the Operator of any other specifics necessary for the performance of the Car Wash service or the Valet service. When handing over the vehicle, the Customer also hands over the keys and vehicle documents to the Operator.

8.2. The Provider undertakes to perform the Car Wash Service or Valet Parking with due and professional care. After the performance of the service, the Provider parks the vehicle on an assigned parking spot and places the car keys

on the assigned and sufficiently secured spot.

- 8.3. The customer accepts the vehicle after the Car Wash service, or the Valet service is performed, or after the end of the Parking Period from an authorised employee of the Operator. The return of the vehicle to the Customer takes place at the moment of handing over the vehicle keys back to the Customer and, optionally, by signing the handover protocol, if protocol drafting is required by the Operator. Upon receipt of the vehicle, the Customer is obliged to carefully inspect the vehicle, and to resolve any deficiencies or possible damage to the vehicle immediately on the spot with an authorized employee of the Operator. A written record will be made between the Customer and the Operator about the claims made by the Customer on the spot at the time of taking over the car.
- 8.4. The Customer agrees that during the provision of the Car Wash service and the Valet service their vehicle will be handled by an employee of the Provider only for the purpose of delivery of the ordered Additional Services or for necessary operational reasons. As part of the Valet service, the Provider undertakes to park the Vehicle in a parking area owned by the Provider at a maximum distance of up to 10 km from the place of collection. Handling of the vehicle will be carried out by the Operator within the Parking facility or on roads. The Customer undertakes to ensure that at the time of handing over the vehicle to the Provider there is a sufficient amount of fuel for its subsequent handling. The Customer is not entitled to compensation for fuel consumed to the extent necessary for the purpose of moving the vehicle around.
- 8.5. Using the additional Valet service, the Customer is obliged to hand over the vehicle to the Operator and then take it over from the Operator at the time specified in the Order. Handing over or taking over the Vehicle outside the times specified in the Order may be subject to additional fees and is only possible during the Operator's working hours.

## 9. PERSONAL DATA PROTECTION

- 9.1. The Operator, as the personal data controller, undertakes to follow these Terms and Conditions when fulfilling their obligations, which entail the processing of the Customer's personal data (hereinafter the "Personal Data"), in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th 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) (hereinafter "the Regulation"), as well as in compliance with any legislation passed in order to implement or amend this Regulation.
- 9.2. The Operator shall conduct the processing of the personal data exclusively in order to meet these Terms and Conditions and the related provision of Parking



Services.

- 9.3. The Operator undertakes to process personal data in a manner that ensures appropriate security of the personal data, including protection against unauthorized or unlawful access to this personal data through the use of appropriate technical or organizational measures.
- 9.4. The Operator undertakes to accept and continually adhere to and monitor those measures necessary: to ensure the protection of personal data, in particular their protection against unauthorized or incidental access to the personal data, against their alteration, destruction or loss, against their unauthorized transfer, against any other unauthorized processing of such data, as well as any other misuse of personal data.
- 9.5. The Operator must not combine or store the personal data processed based on these Terms and Conditions with any other personal data acquired or processed for any other purpose.
- 9.6. The Operator is obliged to respect the Customer's right to the protection of their private and personal lives and to protection against unauthorized interference with the private and personal lives of the Customer.
- 9.7. The Operator undertakes to ensure that its personnel or other persons processing the Customer's personal data keep such personal data confidential even after the termination of their employment relationship or any other relationship based on which they processed such personal data.

## **10. INFORMATION ON PROCESSING OF PERSONAL DATA**

- 10.1. The Operator hereby informs the Customer, who is a data subject, in compliance with Art. 13 of the Regulation regarding the processing of their personal data that:
- 10.2. Personal data is acquired directly from the Customer upon the ordering of Parking Services from the Operator. The Operator undertakes to process accurate personal data only for the following purposes:
- 10.3. Performance of the agreement (agreement on the provision of services) [pursuant to Article 6 (1) b) of the GDPR] and its further performance, including the handling of any claims made by the Customer arising from faulty performance. It is also necessary to process the Customer's personal data in order to meet any legal obligations applicable to the Operator. The Operator is obliged to meet legal obligations ensuing from legal regulations governing the rights and obligations related to consumer protection and bookkeeping. The grounds for the disclosure of personal data by the Customer to the Operator

consist of the identification of the contacting parties necessary for the conclusion and performance of the contract (contractual requirement), which would not be otherwise possible without the disclosure of this data. The failure to disclose such personal data by the Customer may result in the Operator's nonperformance or suspension of the performance.

- 10.4. The sending of commercial communications (direct marketing) [pursuant to Art. 6 (1) f), points 47 and 70 and Art. 6 (1) f) of the GDPR]. In such a case of processing personal data, the Operator has a legitimate interest in the promotion of the services it is providing. The reason for the disclosure of personal data by the Customer to the Operator is the Customer's interest in receiving commercial communications, which would not be possible without the disclosure of such personal data.
- 10.5. The Operator undertakes not to process personal data in any manner contradicting the above purposes.
- 10.6. The Operator undertakes to process personal data only to the extent necessary in connection with the above purposes for which they are being processed. The extent of personal data is as follows:
- Name and surname
  - e-mail address
  - Postal code
  - Vehicle registration number
- 10.7. The Operator undertakes to process the personal data to perform the contract for a period of 5 years from the day when the personal data was received from the Customer. The Operator is obliged to retain the personal data in compliance with generally applicable legal regulations, specifically pursuant to Act No. 235/2004 Sb., on Value Added Tax. After this period expires, the Operator is obliged to dispose of the personal data.
- 10.8. The Operator undertakes to process the personal data to send commercial communications (direct marketing) for a period of 3 years from the day when the personal data was received from the Customer. After this period expires, the Operator is obliged to dispose of the personal data.
- 10.9. Pursuant to Article 21 (70) of the GDPR, the Operator expressly points out to the Customer that as far as the personal data being processed to send commercial communications (direct marketing) is concerned, the Customer is entitled to raise an objection to this processing of personal data at any time free of charge (including profiling, if it is related to this direct marketing), to the extent to which this processing is connected to direct marketing, regardless of whether this processing is initial or subsequent. If the Customer raises an objection to the processing of personal data to send commercial communications (direct

marketing), the Operator hereby undertakes to no longer process the personal data for these purposes.

10.10. The Operator hereby represents that the personal data shall only be disclosed to the respective personnel of the Operator who is obliged to observe the confidentiality of this data as well as obliged to observe all security measures which would prevent putting the security of such personal data at risk if disclosed.

10.11. The Operator represents that the personal data – e-mail address for the purposes of commercial communication (direct marketing) shall be disclosed to UAB "MailerLite", with its registered seat at Paupio str. 46, Vilnius, Lithuania, identification number 302942057 (hereinafter as "the Processor", because this company provides the distribution of commercial communications on behalf of the Operator. The obligation to observe the confidentiality of the personal data also applies to the respective personnel of the processor.

10.12. The Operator also represents that it shall not hand over the personal data to any other third country or any international organization.

10.13. During the processing of the Customer's personal data, no automatic decision-making shall take place pursuant to Art. 22 of the GDPR.

10.14. The Operator hereby draws the Customer's attention to the fact that data profiling is going to be conducted (a form of automatic processing of the Customer's personal data consisting in the use of personal data to evaluate certain personal aspects pertaining to the Customer, in particular analyses or estimates regarding personal preferences and interests). The Operator uses profiling only to personalize the selection of services sent to the Customer (targeted advertising). If the Customer raises any objection against profiling, the Operator undertakes to refrain from conducting profiling in relation to the Customer.

10.15. The Operator is hereby informing the Customer of the Customer's rights ensuing from the GDPR, in particular of the following:

- right of access to personal data (the data subject has the right to obtain from the Controller confirmation as to whether or not the personal data concerning him or her are being processed pursuant to Article 15 of GDPR);
- right of rectification (the data subject has the right to obtain from the Controller without undue delay the rectification of inaccurate personal data concerning him or her and the right to have incomplete personal data completed under Article 16 of GDPR);
- right to erasure (the data subject has the right to obtain from the Controller the erasure of personal data concerning him or her without undue delay where one of the grounds specified in Article 17 of GDPR applies);

- right to restriction of processing (the data subject has the right to obtain from the Controller restriction of processing in the cases laid down in Article 18 of GDPR), in cases set out in Art. 18 of the GDPR)
- the right to data portability (the Customer is entitled to obtain the personal data pertaining to them and disclosed to the Operator in a structured, commonly used and machine-readable format, and they also have the right to hand this data over to another processor, without this being prevented by the Operator to whom this personal data has been provided, in those cases stipulated in Art. 20 of the GDPR); the Customer may only exercise the right to portability of data in connection with processing the personal data for the performance of the contract pursuant to Art. 20 of the GDPR.
- right to object (the data subject has the reason to object, on ground relating to his or her particular situation, at any time to processing of personal data concerning him or her which is based on point (e) or (f) of Article 6(1), including profiling based on these provisions under Article 21 of GDPR);
- right not to be subject to any decision based solely on automated processing (the data subject has the right not to be subject to any decision based solely on automated processing, including profiling, which produces legal effects concerning him or her or similarly significantly affects him or her under Article 22 of GDPR);
- right to lodge a complaint with a supervisory authority, which is the Office for the Protection of Personal Data, registered seat at Pplk. Sochora 727/27, Post Code 170 00, Praha 7.

10.16. The Controller gives the Customer contact the data protection officer under Article 30(1)(a) of GDPR. All your inquiries, suggestions or other submissions relating to the processing of your personal data may be addressed to the data protection officer – email address: [dpo@prg.aero.cz](mailto:dpo@prg.aero.cz)

## **11. THE LAWFUL RIGHT TO WITHDRAW FROM THE AGREEMENT**

- 11.1. The Customer, who is in the role of a consumer, has the right to withdraw from the concluded Agreement pursuant to Section 1829, paragraph 1 of the Civil Code within fourteen (14) days from the date of the Agreement conclusion. The notice of withdrawal from the Agreement must be sent by the Customer to the Operator within fourteen (14) days of the conclusion of the Agreement. To withdraw from the Agreement, the Customer may use the sample form provided by the Operator, which is Annex No. 1 to the Terms and Conditions. The Customer may also send the notice of withdrawal from the Agreement to the Operator's address of the place of business or to the Operator's e-mail address at [parking@prg.aero](mailto:parking@prg.aero).
- 11.2. If the Agreement is withdrawn from based on Art. 11.1 of these Terms and Conditions, the Agreement is annulled from the outset.

- 11.3. If, pursuant to Art. 11.1 of these Terms and Conditions, the Customer withdraws from the Agreement, and in the event that the Operator had already begun performing the Agreement based on the express request of the Customer before the expiry of the period for withdrawal from the Agreement, the Customer shall pay to the Operator a proportionate part of the stipulated Price for the performance provided until the moment of the withdrawal from the Agreement.
- 11.4. In case of withdrawal from the Agreement pursuant to Art. 11.1 of these Terms and Conditions, the Operator shall refund the Price it had received from the Customer within fourteen (14) days of the Customer's withdrawal from the Agreement to the account corresponding to the payment card used for the payment of the Price. The Operator is also entitled to refund the Price differently if the Customer so agrees and if no further costs are incurred by the Customer.
- 11.5. Shall the Customer stipulate in their Order that the provision of the Parking service begins before the end of the legal contract withdrawal period pursuant to Article 11.1. of the Terms and Conditions, the Customer thus expressly requests and agrees that, in the event that the start and further provision of the ordered Parking services falls within the withdrawal period, the Operator begins and continues with the provision of Parking services during this period. With regard to this express request and consent, the Customer acknowledges that in accordance with the quoted Section 1837, letter a) of the Civil Code, they do not have the right to withdraw from the Agreement in such a case that the Parking services have been provided in full. In the event that the Additional Service is provided in full during the contract withdrawal period, the Customer does not have the right to withdraw from the Agreement on the basis that the Additional Service was already provided. In accordance with the quoted provision of Section 1837, letter a) of the Civil Code, the Operator informs the Customer prior to the conclusion of the Agreement that in cases according to the paragraph 11.5., i.e. in cases where the Parking service or the Additional Services were provided with the express consent of the Customer before the end of the period for withdrawing from the Agreement, the Customer does not have the right to withdrawal from the Agreement.

## **12. THE CONTRACTUAL RIGHT TO WITHDRAW FROM THE AGREEMENT**

- 12.1. Apart from the Customer's right to withdraw from the Agreement pursuant to Art. 11.1 of these Terms and Conditions, the Operator grants the Customer the right to withdraw from the Agreement even after the expiry of the period set out in Art. 11.1 of these Terms and Conditions. However, withdrawal from the Agreement must be notified to the Operator no later than 24 hours before the start of the use of the Parking Service as set forth in the E-mail confirmation of the Order.
- 12.2. The Customer shall send the notice of withdrawal from the Agreement pursuant to Art. 12.1 of these Terms and Conditions together with their name, surname,

contact address and Order number (assigned in the Electronic order confirmation) electronically to the following e-mail address: [parking@prg.aero](mailto:parking@prg.aero)

- 12.3. In the event that, upon their withdrawal from the Agreement, the Customer follows the procedure set forth in Article 12.2. of the Terms and Conditions, especially if they provide the Operator with all the required data and send the notice of withdrawal to the specified address, the Operator will refund the Price paid by the Customer to the Customer with the proviso that a cancellation fee of CZK 250 will be deducted to cover the Operator's administrative costs associated with the processing and cancellation of the Order.
- 12.4. The Operator shall inform the Customer without undue delay by communication sent to their e-mail address about the fact that the Operator received timely and valid notice of withdrawal pursuant to Art. 12.1 of these Terms and Conditions.
- 12.5. In the event that the Price is lower than CZK 250, the cancellation fee will equal the amount of the Price paid by the Customer. In such a case, the Customer is not entitled to a refund of the Price, despite the fact that they are performing a valid withdrawal from the Agreement pursuant to Article 12.1. of the Terms and Conditions.
- 12.6. The Price shall always be refunded to the Customer to the account corresponding to the payment card used for the payment of the Price based on the Order.
- 12.7. The Operator shall refund the Price pursuant to Art. 12 of the Terms and Conditions within 30 calendar days from the day when the Operator received the notice of withdrawal from the Agreement pursuant to Art. 12.2 of these Terms and Conditions. If the Operator requires further necessary documents to settle the Customer's requirement for withdrawal from the Agreement, the term of 30 calendar days shall commence on the day these documents are delivered to the Operator to the following e-mail address: [parking@prg.aero](mailto:parking@prg.aero).
- 12.8. For the avoidance of doubt, the Operator hereby expressly states that the Customer is not entitled to withdraw from the Agreement within the meaning of Art. 11 of these Terms and Conditions less than 24 hours before the start of the use of the Parking Service stipulated in the confirmation of the order.
- 12.9. Until the start of the use of the Parking service by the Customer, the Operator is entitled to withdraw from the Agreement at any time if it is required by reasons worthy of special consideration (e.g., urgent operational or security reasons). In such a case, the Operator will return the Price to the Customer without undue delay, by cashless transfer to the account designated by the

Customer.

### 13. THE USE OF THE CODE NUMBER

- 13.1. Upon their arrival at the Parking Facility, the Customer shall enter the code number on the PIN pad. After it is validated, the entrance parking equipment, or, if this is not functional, a member of the Operator's personnel, shall issue a printed parking card to the Customer (hereinafter "**the Card**"), which shall be automatically coded for the ordered Parking Duration as stated in the Confirmation of the Order and which must be kept by the Customer in order to be able to leave the Parking Facility.
- 13.2. If the Customer ordered the Car Wash Service or Valet Parking as well, he or she does not follow the instructions set in Art. 13.1, but puts his or her vehicle directly to the area labeled "Přijem vozidel" located on the ground floor of the PC COMFORT car park. Then, the instructions laid down in the E-mail confirmation of the Order are to be followed. To enter the building, the Customer uses the gate for rental cars labeled "RENTAL CAR RETURNS".
- 13.3. If the Operator has reasonable doubts as to the validity or authenticity of the code number, the Customer may not be allowed to enter the Parking Facility until the validity or authenticity of such code number is verified.
- 13.4. When leaving the Parking Facility, the Customer shall insert the Card into the reader of the parking equipment, or, in case this is not functional, present the Card to a member of the Operator's personnel. After the Card is verified, the Customer shall be allowed to leave the Parking Facility.
- 13.5. If the Customer leaves their vehicle in the Parking Facility for a period of time longer than the Parking Duration agreed to in the Agreement and stated in the Confirmation of the Order, he or she is obliged to pay the difference between the paid Price and the final statement issued based on the actual hours of the use of the Parking Service. The Operator undertakes that the price per hour for the Parking Services provided shall not be higher than the hourly rate set in the Agreement.
- 13.6. The Customer shall not be allowed to leave the Parking Facility until the Difference is paid.
- 13.7. The Difference may be paid by credit card or in cash at any of the Operator's automatic check-out cashiers located in the Parking Facility.
- 13.8. If the Customer leaves the Parking Facility before using the entire paid Parking Duration for which the Parking Service was agreed, the code number and the Card shall no longer be valid. In such a case, the Customer shall not be allowed

to enter the Parking Facility again in order to use the remaining Parking Duration, regardless of whether the Customer has used the entire agreed-to Parking Duration. In this case, the Customer is not entitled to the statement and refund of the difference between the Price and the price which would otherwise correspond to the actually used Parking Duration.

- 13.9. If the Card is lost, stolen or damaged, the Operator shall charge the Customer a fixed administrative fee above the Price, according to the Pricelist.
- 13.10. If the Card is lost, stolen or damaged, the Customer is obliged to report this without delay to the Operator at the Parking Facility Control Room located in the building PC COMFORT (Aviatická 1082/8, Praha 6), or at the following phone number: 220 114 022.
- 13.11. The Operator shall not be held responsible for any misuse of the code number by a person other than the Customer.

## **14. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES**

- 14.1. Handling of complaints or claims by consumers, i.e., Customers, is performed by the Operator via the electronic address of parking@prg.aero. Information regarding the way of handling the Customer's complaint is sent by the Operator to the Customer's e-mail address. It is also possible to file a complaint in person at the Operator's office.
- 14.2. The Operator is entitled to provide the Parking Service under a trade license. Trade inspections are conducted under the authority of the competent Trade Office. The inspections related to the protection of personal data are conducted by the Office for Personal Data Protection. The Czech Trade Inspectorate is, within a limited scope and inter alia, the supervisor of compliance with Act. No. 634/1992 Sb., on Consumer Protection, as amended.
- 14.3. The Customer hereby assumes the risk of changes of circumstances within the meaning of Section 1765 (2) of the Civil Code.
- 14.4. The Operator is entitled to refuse any Order for the Parking Service and not to enter into an Agreement with the Customer, in particular if the Parking Facility is full during the requested time period.
- 14.5. If in the event of an unexpected failure of the electronic system, other technical defects on the part of the Operator, administrative errors of the Operator, or situations arising as a result of exceptional circumstances, there is no parking place available to the Customer in the Parking building within 30 minutes from the agreed start of the Parking Period, the Customer has the right to withdraw from the Agreement and demand the return of the



paid Price, or alternatively the provision of substitute performance, i.e., Parking services at a later time of their choice, if the Operator has free capacity at that time. The Parking services provided in this way (i.e., as substitute performance) will not exceed the duration of the Parking services according to the original Agreement.

- 14.6. Claims for refunds of the paid Price pursuant to Article 14.6. of the Terms and Conditions are applied for by the Customer immediately after not being allocated a parking place according to Article 14.6. of the Terms and Conditions by way of contacting the Operator's Dispatch office, located in the PC COMFORT parking building (Aviatická 1082/8, Prague 6) or by telephone number 220 114 022.
- 14.7. The Price shall be refunded to the Customer to the account corresponding to the payment card with which the Price had been paid when the Agreement was concluded.
- 14.8. The Customer may request the alternative performance pursuant to Art. 13.6 of these Terms and Conditions from the Operator via the following e-mail address: [parking@prg.aero](mailto:parking@prg.aero) or by filling in a form at the Parking Facility Control Room located in the building PC COMFORT (Aviatická 1082/8, Praha 6) within 30 calendar days of the date when a situation described in art 13.6 of these Terms and Conditions occurred.

## 15. DELIVERY OF DOCUMENTS

- 15.1. Documents may be delivered to the Customer to the Customer's e-mail address.
- 15.2. The Customer may deliver documents to the Operator to the following e-mail address: [parking@prg.aero](mailto:parking@prg.aero) or to Letiště Praha, a. s., K letišti 1019/6 Praha 6, Postal Code 161 00.
- 15.3. The Operator is not obliged to take into account any documents or acts served to it by the Customer in ways other than those set out in these Terms and Conditions.
- 15.4.
- 15.5. E-mail messages sent by the Operator to the Customer to the Customer's e-mail address shall be deemed to have been served at the moment they are sent by the Operator. The Operator is only liable for errors during the transfer of the e-mail message if it had caused these errors itself.

## 16. FINAL PROVISIONS

- 16.1. The Contracting parties hereby agree that if there is a foreign aspect to the contractual relationship established by this Agreement, the relationship shall be governed by the laws of the Czech Republic. This shall be without prejudice to consumer rights ensuing from generally binding legal regulations
- 16.2. Should any provision of these Terms and Conditions be invalid or ineffective, or if it so becomes, such invalid provision shall be replaced by a provision which most closely approximates the invalid provision. The invalidity or ineffectiveness of a provision shall be without prejudice to the validity of all other provisions. Amendments and supplements to the Agreement or to these Terms and Conditions shall be made in writing. 15.3.
- 16.3. The Agreement, including these Terms and Conditions, is archived by the Operator in electronic form and it is not accessible.
- 16.4. Contact details of the Operator: Address for delivery: Letiště Praha, a. s., K letišti 1019/6 Praha 6, Postal Code 161 00 E-mail address: [parking@prg.aero](mailto:parking@prg.aero) Tel.: +420 220 114 022.
- 16.5. A customer who is in the role of a consumer may submit a proposal for out-of-court settlement of a dispute to the designated entity for out-of-court settlements of consumer disputes, namely the Czech Trade Inspection Authority, Central Inspectorate – ADR Department, Štěpánská 44, 110 00 Prague 1, E-mail address: [adr@coi.cz](mailto:adr@coi.cz), [www: adr.coi.cz](http://www.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/>.
- 16.6. The following form an integral part of these Terms and Conditions:
  - 16.6.1. The 16.5.1. Annex No. 1: Instructions on Agreement Withdrawals and a Template for Agreement Withdrawals are integral parts of the Terms and Conditions.

**Instructions Regarding Consumer's Right to Withdrawal from Remotely Concluded Agreements**

You have the right to withdraw from this Agreement without stipulating a reason within 14 days from its conclusion. The agreement withdrawal period terminates 14 days after the day following the day of conclusion of the agreement. You can withdraw from this agreement by any unequivocal statement addressed to Letiště Praha, a. s., K Letišti 1019/6, Praha 6, 161 00, e-mail address: parking@prg.aero, telephone: +420 220 114 022 (for example, by letter sent via the postal service or via e-mail). You may use the attached sample withdrawal form, but it is not your obligation. In order to comply with the set deadline for withdrawing from this agreement, it is sufficient to send the withdrawal note prior to the end of the legal withdrawal period.

**Consequences of Agreement Withdrawal**

If you withdraw from this Agreement, we will return to you without undue delay, but no later than 14 days from the day on which we received your agreement withdrawal note, all funds that we received from you pursuant to the agreement. We will use the same payment method that you used to make the payment for the refund, unless you have specifically requested otherwise. Such request is not associated with additional costs on your part. If you have requested that the provision of services began during the period for withdrawal from the agreement, you will pay us an amount proportional to the scope of the performance provided up to the time you informed us of your withdrawal from the agreement in relation to the full scope of performance specified in the agreement.

## **Sample Form for Withdrawal from the Agreement**

Recipient:

Letiště Praha, a.

s.K letišti

1019/6 Praha 6,

161 00

Tel: +420 220 114 022

E-mail: parking@prg.aero

I / we hereby declare (\*) that I am / we are withdrawing (\*) from the agreement on parking.

Date of conclusion of the agreement:

Name and surname of the customer:

The address of the customer:

Order number as stated in the e-mail confirmation of the order:

Customer's signature (only if this form is being sent in a form of a written

document) Date:

(\*) Delete or fill in, as applicable.