

TERMS AND CONDITIONS FOR PARKING

Terms and conditions for internet reservation and payment for parking and additional services in parking houses of Letiště Praha, a. s. (Prague Airport):

1. INTRODUCTORY PROVISIONS

- 1.1. These Terms and Conditions (hereinafter referred to as "**Terms and Conditions**") of the company Letiště Praha, a. s., K letišti 1019/6, 161 00, Prague 6, identification number: 282 44 532, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 14003 (hereinafter referred to as the "**Operator**") regulate the mutual rights and obligations of the parties arising in connection with or on the basis of a parking contract (hereinafter referred to as the "**Contract**") concluded between the Operator and another person (hereinafter referred to as the "**Customer**") via the Operator's website located at www.prg.aero and www.aeroparking.cz (hereinafter referred to as the "**Website**"), through the interface of the Website (hereinafter referred to as the "**Web Interface**").
- 1.2. Provisions deviating from the Terms and Conditions may be agreed in the Contract. Deviating provisions in the Contract take precedence over the provisions of the Terms and Conditions.
- 1.3. The provisions of the Terms and Conditions are an integral part of the Contract.
- 1.4. The Contract and the Terms and Conditions are drawn up in the Czech language. The Contract may be concluded in Czech, English or German. The concluded Contract will be stored with the Provider and the Provider will give the Customer access to it via the Web interface.
- 1.5. The Contract may be concluded exclusively under these Terms and Conditions. The Operator expressly excludes the application of the provisions of Section 1751(2) of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "**Civil Code**"), and if the Customer refers to its own or other terms and conditions when concluding the Contract, this will not be taken into account and the Contract will be concluded in the wording of the Operator's Terms and Conditions.
- 1.6. An integral part of these Terms and Conditions is also the Operating Rules of the parking areas for motor vehicles at Prague/Ruzyně Airport issued by the Operator (hereinafter referred to as the "**Operating Rules**"), which is available on the Operator's website www.aeroparking.cz, specifically under the link to the current version of the Operating Rules. The Customer expressly undertakes to comply with the rules set out in the Operating Rules when using the Parking Service.
- 1.7. The Operator may change or supplement the wording of the Terms and Conditions and/or the Operating Rules. This provision does not affect the rights and obligations arising during the period of validity of the previous version of the Terms and Conditions and/or the Operating Rules.

2. PARKING SERVICE AND ADDITIONAL SERVICES

- 2.1. The Internet reservation and payment for parking service provided by the Operator is a service that allows you to reserve and pay in advance for the service consisting in enabling parking in the parking house "PC COMFORT", Aviatická str. 1082/8, Prague 6, "PA SMART", Aviatická str., Praha 6 and "PD HOLIDAY", Jana Kašpara str., Praha 6 and in the parking area "PB ECONOMY", Aviatická str., Praha 6 or any other parking area of the Operator (hereinafter referred to as the "**Parking**") for a pre-selected period of time and in the Customer's pre-selected Parking or in Valet mode (hereinafter referred to as "**Parking Service**"). The Parking Service may also include additional services of Car Wash and eValet or other services agreed in the Contract (hereinafter referred to as "**Additional Services**").
- 2.2. "PC COMFORT", "PA SMART" and "PD HOLIDAY" are covered parking houses. "PB ECONOMY" is an uncovered parking area. The parking areas are monitored by a camera system. In the "PC COMFORT" and "PA SMART" Parking Houses, the Parking Service is provided in the

regime of a guarded parking lot within the meaning of Section 2945 of the Civil Code. "PD HOLIDAY", "PB ECONOMY" and all other parking areas of the Operator are not a guarded parking lot within the meaning of Section 2945 of the Civil Code. Details are regulated by the Operating Rules.

- 2.3. The Customer may use the Parking Service only once, continuously from the moment of entering the Parking to the moment of leaving the Parking.
- 2.4. The Car Wash Service is a service that allows you to book and pay in advance for a service consisting of washing the exterior and/or interior of your car through the Website to the extent and at the prices set out on the Website (the "**Car Wash Service**").
- 2.5. The Car Wash Service is provided by the Operator only in the area of the "PC COMFORT" parking house. The Car Wash Service is provided by the Operator only to those Customers who order parking in the "PC COMFORT" parking house according to the procedure set out below. The Customer acknowledges that the Car Wash Service will be performed before the Customer's car is parked in the parking space.
- 2.6. The Car Wash service is not provided by the Operator separately, but only in conjunction with the Parking Service, specifically with the Parking Service in the "PC COMFORT" parking house.
- 2.7. The Valet Parking Service (hereinafter referred to as "**Valet**") allows you to book and pay in advance for the Parking Service via the Website, which consists of the Operator taking the vehicle from the Customer at a designated location, the Operator moving the vehicle and parking the vehicle for a specified period of time in a parking area designated by the Operator, as well as the Operator moving the vehicle back to the designated location and handing the vehicle back to the Customer. The Valet service may be provided separately or in conjunction with other Additional Services. The Valet service can be used only for motor vehicles that meet the conditions for road traffic, for which a driving licence of group B is sufficient and whose ground clearance does not exceed 2.2 m.
- 2.8. The electric vehicle charging Additional Service (hereinafter referred to as "**eValet**") allows you to book and pay in advance for the Additional Service via the Website, which consists in extending the Valet Parking Service by providing a transfer of an electric vehicle or plug-in hybrid vehicle to a charging point, connecting the vehicle to the electrical grid and subsequent transfer back to the parking area during the Parking Period. The vehicle will be connected to the electrical grid usually for the period until the battery is sufficiently charged, whereby the battery is considered to be sufficiently charged at or above 80% charge. Electricity consumption for charging will not be charged separately to the Customer and will be included in the price of the Parking Service. The eValet Additional Service is not provided by the Operator separately, but only in conjunction with the Valet Parking Service, if the booking system of the Website for the relevant variant of the Valet Parking Service allows the booking of the eValet Additional Service.
- 2.9. In the "PC PREMIUM" section of the "PC COMFORT" parking house, charging of electric vehicles is available free of charge (i.e. the electricity consumption for charging will not be charged separately to the Customer and will be included in the price of the Parking Service) in selected parking spaces, namely via 3 wallboxes with a total of 5 cables with type 2 ("Mennekes") connectors at parking spaces 2047 to 2051. Access to these parking spaces is only available to Customers using the "PC PREMIUM" Parking Service. The Customer acknowledges that these parking spaces cannot be reserved in advance and are subject to availability. The possibility of charging electric vehicles is not a contractually guaranteed part of the Parking Service (in this case it is also not the eValet Additional Service). The Operator does not guarantee the availability of such parking spaces or the availability of a free wallbox at such parking spaces. Charging of electric vehicles may not be provided for the entire duration of the Contract, in particular for commercial or technical reasons or for reasons of force majeure.

3. ORDERING THE PARKING SERVICE AND ADDITIONAL SERVICES

- 3.1. The Customer may order the Parking Service via the Website, where he/she shall fill in the order form provided for this purpose, in particular specifying the date and time from which he/she wishes to use the Parking Service (hereinafter referred to as "**Parking Period**"). The Customer may order an Additional Service via the Website, where he/she shall fill in the order form provided for this purpose, in particular selecting the type and scope of the Additional Service (the Parking Service order and the Additional Service order shall hereinafter be collectively referred to as "**Order**").
- 3.2. The start of the Parking Period can be selected no earlier than 2 hours from the moment the Order is sent to the Operator for processing.
- 3.3. The Customer is obliged to enter an email address in the Order when providing contact details, which must be functional from the time the Order is sent until the Customer stops using the Parking Service. In particular, the Customer shall set up his/her email inbox to receive messages from the Operator ("**Customer Email Address**").
- 3.4. The Customer shall send the completed Order together with his/her name, address and Email address (hereinafter referred to as "**Contact Information**") via the Web Interface to the Operator for processing.

4. PRICE OF PARKING SERVICE AND ADDITIONAL SERVICES

- 4.1. The price of the Parking Service will be determined depending on the Customer's required Parking Period and the choice of Additional Services. The final price for the Parking Service will be displayed to the Customer on the Website prior to payment, i.e. prior to the conclusion of the Contract. The price for the Additional Services will be determined depending on the Customer's requested scope of Additional Services in accordance with the Operator's price list valid on the date of the Order, which is published on the Website www.aeroparking.cz (hereinafter referred to as the "**Price List**").
- 4.2. The Operator reserves the right to change or modify the Price List at any time.
- 4.3. The order form includes an application for payment of the price for the Parking Service or for Additional Services. The application displays the price of the Parking Service calculated on the basis of the data entered by the Customer pursuant to Article 4.1 of the Terms and Conditions. If an Additional Service has also been selected by the Customer, the Application displays the total price for the Parking Services and Additional Services based on the data entered by the Customer pursuant to Article 4.1 of the Terms and Conditions (hereinafter referred to as the "**Price**").
- 4.4. If the Customer is the holder of a special prolink - a code created by the Operator for the purpose of special sales promotions (hereinafter referred to as "**Prolink**"), the Customer shall log in to order the Parking Service via this Prolink. The final price for the Parking Services or Additional Services reflecting the special sales promotion will be displayed to the Customer on the Website before payment, i.e. before the conclusion of the Contract.
- 4.5. The Price can be paid by credit/debit card or bank transfer through the payment gateway that will be displayed to the Customer immediately after completing the Order on the Website (hereinafter referred to as the "**Payment Gateway**").
- 4.6. The Operator shall issue a tax document - invoice to the Customer for the payment of the Price made on the basis of the Contract. The Operator is a payer of value added tax. The Operator shall issue the tax document - invoice to the Customer after payment of the Price and send it in electronic form to the Customer's email address.

5. CONCLUSION OF THE CONTRACT

- 5.1. Prior to sending the Order to the Operator, the Customer is allowed to check and change the data entered in the Order, including with regard to the Customer's ability to detect and correct errors arising during the data entry into the Order.

- 5.2. The Customer sends the order to the Operator by clicking on the "ORDER WITH PAYMENT OBLIGATION" button. The data provided in the Order at this point are considered correct by the Operator.
- 5.3. The contractual relationship between the Operator and the Customer arises upon payment of the Price by the Customer via the Payment Gateway. After the conclusion of the Contract, the Operator shall send the Customer an Order Confirmation by email to the Customer's email address.
- 5.4. The Customer agrees to the use of remote means of communication when concluding the Contract. Costs incurred by the Customer in using remote means of communication in connection with the conclusion of the Contract (Internet connection costs) shall be borne by the Customer.
- 5.5. From the moment of conclusion of the Contract, the Customer is entitled to use the Parking Service or Additional Services in accordance with the Contract.

6. QR CODE

- 6.1. Immediately after confirmation of payment of the Price by the Payment Gateway service provider, the Customer will receive a confirmation with a QR code on the Website.
- 6.2. The confirmation with QR code can be printed again at any time from the Website, in the booking management section, after entering the Order number (the Customer will receive it in the Order Confirmation Email) and the Customer's Email address, which were entered when the Customer created the Order.
- 6.3. The QR code is portable and the person who has concluded the Contract can pass it on to a third party for use. In such case, the third party will be subject to the same rights and obligations as the person who concluded the Contract if he/she wishes to use the Parking Service or Additional Services. The Customer is responsible for making the third party aware of the terms of the Contract.

7. EMAIL ORDER CONFIRMATION

- 7.1. The Order will also be confirmed to the Customer's Email address immediately after the Payment Gateway service provider confirms to the Operator that the Price has been paid in full.
- 7.2. The Order Confirmation Email is a simplified tax document containing the Customer's name and surname, Order number, tax document number, selected Parking, date and time of requested arrival and departure from the Parking, Price including VAT, Order recognition method and access code (hereinafter referred to as "**Order Confirmation Email**"). In the event that the Customer also orders an Additional Service, the Order shall also contain the specific specification of such service and its Price including VAT.
- 7.3. If the Customer discovers after the conclusion of the Contract that the submitted Order contains incorrect data, he/she is obliged to immediately inform the Operator by email to the email address parking@prg.aero. In the email, the Customer is obliged to indicate which data in the Order is incorrect and to indicate their correct form. The Customer hereby expressly acknowledges the fact that the Operator is not obliged to ensure the change of the Order, in particular the date and time of commencement and termination of the use of the Parking Service, due to the possible exhaustion of the capacity of the provided Parking Services, which occurred in the period from the sending of the Order with incorrect data to the time of providing these data by the Customer in the correct form. If it is not possible to change the Order due to the exhaustion of capacity according to the previous sentence, the Operator expressly notifies the Customer of his/her right to withdraw from the contract according to Article 11 or 12 of these Terms and Conditions.

8. OTHER CONDITIONS FOR PARKING AND ANCILLARY SERVICES

- 8.1. In the case of the Car Wash Service or Valet Paring Service, the Operator may record the condition of the vehicle by means of photo documentation recorded by a photo tunnel, or the Operator may request that the acceptance and handover of the vehicle be made on

the basis of a handover report detailing the specification of the vehicle, the condition of the vehicle and describing any defects found or existing damage to the vehicle. The handover report may also include photographic documentation taken on site by an authorised employee of the Operator showing the condition of the vehicle at the time of its handover to the Operator or reacceptance by the Customer. Upon the Operator's request, the Customer is obliged to indicate any defects and damages to the vehicle in the handover report and to provide the necessary assistance for the preparation of the handover report. Both the Customer and the Operator shall certify the handover report and the truthfulness of the information contained therein by their signatures. The Customer is obliged to provide the Operator with any additional information required for the performance of the Car Wash Service or Valet Parking Service. The Customer shall hand over the keys and documents of the car to the Operator upon handing over the vehicle.

- 8.2. The Operator undertakes to perform the Car Wash Service and Valet Parking Service with due and professional care. After performing the Service, the Operator shall park the vehicle in a designated place and store the keys to the vehicle in a designated and sufficiently secured place.
- 8.3. The Customer shall take over the vehicle after the Car Wash Service or Valet Parking Service has been performed, or after the Parking Period has expired, from an authorized employee of the Operator. The vehicle is handed back to the Customer at the moment of handing the vehicle keys back to the Customer and, if required by the Operator, signing a handover report. The Customer is obliged to inspect the vehicle carefully upon taking delivery of the vehicle and to resolve any defects or possible damage to the vehicle immediately on the spot with an authorised employee of the Operator. A written record will be made between the Customer and the Operator of any claims made by the Customer on site at the time of taking delivery of the vehicle.
- 8.4. The Customer agrees that during the provision of the Car Wash Service and Valet Parking Service, the vehicle will be handled by an employee of the Operator only for the purpose of performing the ordered service or for necessary operational reasons. As part of the Valet Parking Service, the Operator undertakes to park the vehicle in a parking area within a maximum distance of 10 km from the pick-up location. The handling movement of the vehicle will be carried out by the Operator within the Parking facility or on public roads. The Customer undertakes to ensure that at the time of handing over the vehicle to the Operator there is sufficient fuel in the vehicle (or a sufficiently charged battery in the case of electric vehicles) for its handling movement. The Customer shall not be entitled to compensation for fuel consumed to the extent necessary for the purpose of moving the vehicle.
- 8.5. When using the Valet service, the Customer is obliged to hand over the vehicle to the Operator and subsequently take it over from the Operator at the time specified in the Order. Delivery or collection of the vehicle outside the times specified in the Order may incur additional charges and is only possible during the Operator's operating hours.
- 8.6. To use the eValet Supplementary Service, the Customer's vehicle must be capable of direct current (DC) charging using CHAdeMO or CCS connectors. For alternating current (AC) charging, the Customer's vehicle must allow charging via a Type 2 "Mennekes" connector and the Customer must also provide the Operator with the appropriate charging cable. If a specific reducer is required to charge the Customer's vehicle, the Customer must also provide this reducer. If the Customer fails to provide the relevant charging cables or reducers, the vehicle will not be connected to the charging station and the Customer will not be entitled to a refund of the corresponding part of the Price for the eValet Supplementary Service. The eValet Supplementary Service can only be used for a Parking Period of a minimum of 12 hours.

9. DATA PROTECTION

- 9.1. The Operator, as a personal data controller, undertakes to act in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (the "**Regulation**"), as well as in accordance with the legislation that will be adopted to implement or adapt the Regulation, when performing its obligations under these Terms and Conditions.
- 9.2. The Operator processes personal data solely for the purpose of fulfilling 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 personal data, including protection by appropriate technical or organisational measures against unauthorised or unlawful access to personal data.
- 9.4. The Operator undertakes to adopt and continuously observe and control the measures necessary to ensure the protection of personal data, in particular against unauthorised and accidental access to personal data, their alteration, destruction or loss, unauthorised transfers, other unauthorised processing, as well as other misuse of personal data.
- 9.5. The Operator may not combine personal data processed on the basis of these Terms and Conditions with any other personal data obtained or processed for another purpose.
- 9.6. The Operator is obliged to respect the right to protect the private and personal life of the Customer and to protect against unauthorised interference with the private and personal life of the Customer.
- 9.7. 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 termination of their employment or other relationship on the basis of which they processed the personal data.

10. INFORMATION ON THE PROCESSING OF PERSONAL DATA

- 10.1. The Operator informs the Customer as a data subject in accordance with Article 13 of the Regulation about the processing of his/her personal data:
- 10.2. Personal data is obtained directly from the Customer at the time of ordering Parking Services from the Operator. The Operator undertakes to process accurate personal data for the following purposes only:
 - 10.2.1. the performance of the Contract (service contract) [in accordance with Article 6(1)(b) of the GDPR] and its subsequent performance, including the handling of any claims by the Customer arising from defective performance. The processing of the Customer's personal data is also necessary to comply with a legal obligation to which the Operator is subject to. The Operator is obliged to comply with the legal obligations arising from the legislation governing rights and obligations in connection with consumer protection and accounting. The reason for the provision of personal data by the Customer to the Operator is the identification of the contracting parties necessary for the conclusion and performance of the contract (contractual requirement), which would not be possible without the provision of such data. Failure to provide the Customer's personal data may result in the Operator's failure to provide performance or termination of performance.
 - 10.2.2. sending commercial communications (direct marketing) [in accordance with points 47 and 70 and Article 6(1)(f) of the GDPR]. In this case, the operator has a legitimate interest in the processing of personal data to promote the services it provides. The reason for the provision of personal data by the Customer to the Operator is the Customer's interest in

sending commercial communications, which would not be possible without the provision of personal data.

- 10.3. The Operator undertakes not to process personal data in a way that is incompatible with the above purposes.
- 10.4. The Operator undertakes to process personal data only to the extent necessary in relation to the above purposes for which they are processed. The scope of the personal data is as follows:
 - name and surname;
 - email address;
 - postcode; and
 - the registration number of the vehicle.
- 10.5. The Operator undertakes to process the personal data it processes for the purpose of fulfilling the contract for a period of 5 years from the date of obtaining the personal data from the Customer. The Operator is obliged to store the personal data in accordance with generally binding legislation, specifically Act No. 235/2004 Coll., on the value added tax. After this period, the Operator is obliged to destroy the personal data.
- 10.6. The Operator undertakes to process the personal data it processes for the purpose of sending commercial communications (direct marketing) for a period of 3 years from the date of obtaining the personal data from the Customer. After this period, the Operator is obliged to destroy the personal data.
- 10.7. In accordance with point 70 and Article 21 of the GDPR, the Operator expressly draws the Customer's attention to the fact that, in respect of personal data processed for the purpose of sending commercial communications (direct marketing), the Customer has the right to object at any time, free of charge, to such processing of personal data (including profiling insofar as it relates to such direct marketing), to the extent that the processing is related to the direct marketing in question, whether it is initial or further processing. If the Customer objects to the processing of personal data for the purpose of sending commercial communications (direct marketing), the Operator undertakes that the personal data will no longer be processed for these purposes.
- 10.8. The Operator declares that the personal data will only be disclosed to the relevant employees of the Operator who are obliged to maintain the confidentiality of this data, as well as the security measures, the disclosure of which would compromise the security of this personal data.
- 10.9. The Operator declares that the personal data - email address - will be transferred to UAB "MailerLite", with registered office at 46 Paupio str., Vilnius, Lithuania, company number 302942057 (hereinafter referred to as the "Processor") for the purpose of sending commercial communications (direct marketing), as this company provides the Operator with the distribution of commercial communications. The obligation of confidentiality of personal data also applies to the respective employees of the Processor.
- 10.10. The Operator also declares that it will not transfer personal data to third countries or any international organisation.
- 10.11. The processing of the Customer's personal data will not involve automated decision-making pursuant to Article 22 of the GDPR.
- 10.12. The Operator informs the Customer that profiling (a form of automated processing of the Customer's personal data consisting in the use of personal data to evaluate certain personal aspects relating to the Customer, in particular to analyse or estimate aspects relating to personal preferences and interests) will take place. The Operator uses profiling only for the purpose of personalising service offers (targeted advertising). If the Customer objects to profiling, the Operator undertakes to cease profiling in relation to the Customer.
- 10.13. The Operator informs the Customer about the rights arising from the GDPR, in particular:
 - the right of access to personal data (the Customer has the right to obtain confirmation from the Operator as to whether or not the personal data concerning him/her are processed in accordance with Article 15 of the GDPR);
 - the right to rectification (the Customer has the right to have the Operator correct inaccurate personal data concerning him/her

without undue delay and also the right to have incomplete personal data completed pursuant to Article 16 of the GDPR Regulation);

- the right to erasure (the Customer has the right to have the Operator erase the personal data concerning the Customer without undue delay if one of the reasons listed in Article 17 of the GDPR is applicable);
 - the right to restriction of processing (the Customer has the right to have the Operator restrict processing in the cases provided for in Article 18 of the GDPR);
 - the right to data portability (the Customer has the right to obtain the personal data concerning him/her, which he/she has provided to the Operator, in a structured, commonly used and machine-readable format and the right to transfer this data to another controller without being prevented from doing so by the Operator to whom the personal data has been provided, in the cases referred to in Article 20 of the GDPR Regulation); the Customer may exercise the right to data portability only in the case of processing of personal data for the purpose of performance of a contract pursuant to Article 20 of the GDPR Regulation.
 - the right to object (the Customer has the right to object at any time to the processing of personal data concerning him/her on the basis of Article 6(1)(e) or (f) of the GDPR, including profiling based on these provisions pursuant to Article 21 of the GDPR, for reasons relating to his/her particular situation); the Customer may exercise the right to object only in the case of processing of personal data for the purpose of sending commercial communications (direct marketing), which includes profiling insofar as it relates to this direct marketing pursuant to Article 21 of the GDPR (see above);
 - the right not to be the subject of any decision based solely on automated processing (The Customer has the right not to be the subject of any decision based solely on automated processing, including profiling, which has legal effects on him or her or similarly significantly affects him or her pursuant to Article 22 GDPR);
 - the right to lodge a complaint with the supervisory authority, which is Úřad pro ochranu osobních údajů (the Office for Personal Data Protection), Plk. Sochora 727/27, Postal Code 170 00, Prague 7.
- 10.14. In accordance with Article 30(1)(a) of the Regulation, the Operator provides the Customer with the contact details of the Data Protection Officer. All your questions, suggestions or other submissions related to the processing of your personal data can be directed to the Data Protection Officer - email address: dpo@prg.aero.

11. LEGAL RIGHT OF WITHDRAWAL

- 11.1. The Customer, who is a consumer, has the right to withdraw from the Contract within fourteen (14) days from the date of conclusion of the Contract, in accordance with the provisions of Section 1829(1) of the Civil Code. The notice of withdrawal from the Contract must be sent by the Customer to the Operator within fourteen (14) days from the date of conclusion of the Contract. For withdrawal from the Contract, the Customer may use the sample form provided by the Operator, which is attached as Annex 1 to the Terms and Conditions. The Customer may send the withdrawal from the Contract to the Operator's business address or to the Operator's e-mail address parking@prg.aero.
- 11.2. In the event of withdrawal from the Contract pursuant to Article 11.1 of the Terms and Conditions, the Contract shall be cancelled from the beginning.
- 11.3. If the Customer withdraws from the Contract in accordance with Article 11.1 of the Terms and Conditions, where the Operator has already provided contractual performance based on the Customer's express request before the expiry of the withdrawal period, the Customer shall pay the Operator a pro rata part of the agreed Price for

the performance provided up to the moment of withdrawal from the Contract.

- 11.4. In the event of withdrawal from the Contract pursuant to Article 11.1 of the Terms and Conditions, the Operator shall refund the Price received from the Customer within fourteen (14) days from the date of withdrawal from the Contract by the Customer, to the account to which the payment card from which the Price was paid is registered. The Operator shall also be entitled to refund the Price in another way, provided that the Customer agrees and no additional costs are incurred by the Customer.
- 11.5. If the Customer specifies in the Order the beginning of the provision of the Parking Service before the expiry of the withdrawal period according to Article 11.1 of the Terms and Conditions, then the Customer hereby expressly requests and agrees that if the beginning and further provision of the ordered Parking Services falls within the withdrawal period, the Operator shall start and continue the provision of the Parking Services already within this period. With respect to this express request and consent, the Customer acknowledges that, pursuant to Civil Code Section 1837(a), the Customer shall not have the right to withdraw from the Contract in such event if the Parking Services have been fully provided. If the Additional Service has been provided in full, the Customer shall not have the right to withdraw from the Contract to the extent that the Additional Service has been provided in full. In accordance with the quoted provision of §1837 (a) of the Civil Code, the Operator hereby informs the Customer before the conclusion of the Contract that in cases pursuant to this paragraph 11.5, i.e. in cases where the Parking Service or the Additional Service has been performed with the Customer's express consent before the expiry of the withdrawal period, the Customer shall not have the right to withdraw from the Contract.

12. CONTRACTUAL RIGHT OF WITHDRAWAL

- 12.1. In addition to the Customer's right to withdraw from the Contract pursuant to Article 11.1 of the Terms and Conditions, the Operator grants the Customer the right to withdraw from the Contract after the expiry of the period set out in Article 11.1 of the Terms and Conditions. However, the withdrawal from the Contract in this case must be notified to the Operator no later than 1 minute before the start of the use of the Parking Service as set out in the Email Order Confirmation, and at the same time the withdrawal from the Contract must be made by the Customer via the "Manage Booking" function available on the Web Interface.
- 12.2. The Customer may send the notice of withdrawal from the Contract pursuant to Article 12.1 of the Terms and Conditions together with his/her name, surname, contact address and Order number (assigned in the Electronic Order Confirmation) also electronically to the email address parking@prg.aero. In this case, however, the withdrawal must be notified to the Operator no later than 24 hours before the start of the use of the Parking Service as set out in the Email Order Confirmation. The Operator recommends the Customer to use the Web Interface for any withdrawal from the Contract. If the Customer is notified the withdrawal from the Contract by email instead of the Web Interface, the Customer may be charged a fee in accordance with Article 12.3 of the Terms and Conditions.
- 12.3. If the Customer follows the procedure set out in Articles 12.1. and 12.2. of the Terms and Conditions when withdrawing from the Contract, the Operator shall refund the Price paid by the Customer. If the Customer does not use the Web interface to withdraw from the Contract, the Operator reserves the right to deduct a flat-rate fee of CZK 250 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 that the Operator has received a timely and valid notice of withdrawal from the Contract from the Customer in accordance with Article 12.1 or 12.2 of the Terms and Conditions to the Customer's Email address.

- 12.5. The Price will always be refunded to the Customer to the account to which the payment card is registered, through which the Price was paid on the basis of the Order.
- 12.6. The Operator shall refund the Price pursuant to Article 12 of the Terms and Conditions within 30 calendar days from the date on which the notice of withdrawal from the Contract is delivered to the Operator in accordance with Articles 12.1 and 12.2 of the Terms and Conditions. In the event that the Operator requests additional documents necessary to process the Customer's request for withdrawal from the Contract, the period of 30 calendar days shall run from the date of delivery of such documents to the Operator at parking@prg.aero.
- 12.7. For the avoidance of doubt, the Operator expressly states that the Customer is not entitled to withdraw from the Contract, in accordance with Article 12 of the Terms and Conditions, later than 1 minute before the specified start of the use of the Parking Service according to the Order in case of withdrawal from the Contract made via the Web interface and 24 hours before the specified start of the use of the Parking Service according to the Order in case of withdrawal from the Contract made via email.
- 12.8. Until the Customer starts using the Parking Service, the Operator is entitled to withdraw from the Contract at any time if required for reasons of special consideration (e.g. urgent operational or security reasons). In such case, the Operator shall refund the Price to the Customer without undue delay. The Price will always be refunded to the Customer to the account to which the payment card is registered, through which the Price was paid on the basis of the Order.

13. USE OF QR CODE

- 13.1. Upon arrival in the Parking, the Customer shall scan the QR code on the reader and after verification of its validity, the Customer will be allowed to enter the Parking.
- 13.2. If the Customer has also ordered a Car Wash Service or Valet Parking Service, the Customer shall not proceed according to paragraph 13.1, but drives his/her car directly to the Vehicle Reception area located on the ground floor of the "PC COMFORT" car park. The Customer shall further follow the instructions set out in the Order Confirmation Email. To enter the building, the Customer shall use the entrance barrier for rental vehicles marked "RENTAL CAR RETURNS".
- 13.3. In the event of reasonable doubt by the Operator as to the validity or authenticity of the QR code, the Customer may not be allowed to enter the Parking until the authenticity or validity of such QR code is verified.
- 13.4. When exiting the Parking, the Customer shall scan the QR code on the reader or, in case of malfunction, present it to the Operator's staff. After verification of the QR code, the Customer will be allowed to exit the Parking.
- 13.5. If the Customer leaves the vehicle in the Parking longer than the agreed Parking Period in the Contract and stated in the Order, the Customer is obliged to pay the difference between the Price paid and the final billing based on the actual hours of Parking Service used. The Operator undertakes that the hourly rate for Parking Services used in excess of the Contract shall not be higher than the hourly rate under the Contract.
- 13.6. Until the difference is paid, the Customer will not be allowed to exit the Parking.
- 13.7. The difference can be paid by payment card or in cash at one of the Operator's automated cash registers located in the Parking.
- 13.8. If the Customer exits the Parking with the vehicle without having used the entire paid Parking Period for which the Parking Service was agreed, the QR code will no longer be valid. In such a case, the Customer will not be allowed to return to the Parking to use the remaining Parking Period, regardless of the fact that the Customer has not used the entire agreed Parking Period. In this case, the Customer is also not entitled to refund of the difference between the value of the Parking Period actually used and the Price displayed on the Website and actually paid by the Customer thereafter.

- 13.9. The Operator is not responsible for possible misuse of the QR code by a person other than the Customer.

14. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

- 14.1. Complaints or claims of Customers - consumers are handled by the Operator through the electronic address parking@prg.aero. The Operator shall inform the Customer about resolution of the complaint to Customer's email address. Complaints can also be submitted in person at the Operator's premises.
- 14.2. The Operator is authorized to provide parking services on the basis of a trade license. The supervision is carried out within the scope of its competence by the competent trade licencing office. Supervision of the protection of personal data is exercised by the Office for Personal Data Protection. The Czech Trade Inspection Authority supervises, among other matters, compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.
- 14.3. The Customer hereby assumes the risk of a change of circumstances within the meaning of Section 1765(2) of the Civil Code.
- 14.4. The Operator has the right to reject a Parking Service Order and not to conclude a Contract with a Customer, in particular if the capacity of the Parking is fully exhausted for the requested period of time.
- 14.5. If a parking space is not available in the Parking for the Customer within 30 minutes from the agreed start of the Parking Period, i.e. in cases of unexpected failure of the electronic system, other technical malfunction on the Operator's part, administrative error of the Operator, or a situation arising due to exceptional circumstances, the Customer has the right to withdraw from the Contract and demand a refund of the Price paid, or alternatively to request an alternative performance, i.e. a Parking Service at a later time of his/her choice, if the Operator has free capacity at that time. The Parking Services so provided shall not exceed the duration of the Parking Service under the original Contract.
- 14.6. The Customer shall claim the refund of the Price paid pursuant to Article 14.5 of the Terms and Conditions immediately after the non-assignment of a parking space pursuant to Article 14.5 of the Terms and Conditions at the Operator's Parking Dispatch Centre located in the "PC COMFORT" car park (Aviatická 1082/8, Prague 6) or by calling 220 114 022.
- 14.7. The Price will always be refunded to the Customer to the account to which the payment card is registered, through which the Price was paid on the basis of the Order.
- 14.8. The Customer may submit a request for the provision of substitute performance pursuant to Article 14.6 of the Terms and Conditions to the Operator via the email address parking@prg.aero or in the form of a written communication, which the Customer may fill in at the parking control room located at "PC COMFORT" car park (Aviatická 1082/8, Prague 6) within 30 calendar days from the date of the situation described in Article 14.6 of the Terms and Conditions.
- 14.9. In the event that the Customer is represented at the conclusion of the Contract by an agent, e.g. a travel agent or travel agency (hereinafter referred to as the "**Customer's Agent**"), the Customer's Agent declares that he/she has the authority to represent the Customer to the full extent necessary to conclude the Contract as well as for all legal acts related to the Contract. The Customer's Agent undertakes to properly inform the Customer of the Terms and Conditions of the Contract, including the Operating Rules and information on the

processing of personal data. In the event that a right to a refund of the Price or any other right of the Customer to receive a monetary payment from the Operator arises, such obligation shall be deemed to be discharged by payment to a bank account or by reimbursement to a payment card, regardless of whether such bank account or payment card is held for the Customer or the Customer's Agent, the provisions of Articles 11.4 and 12.6 of the Terms and Conditions shall not be affected. The Operator recommends that in the event that the Customer is represented by Customer's Agent when entering into the Contract, the Customer should contact the Customer's Agent and deal with the Operator through the Customer's Agent in relation to matters relating to the Contract.

15. DELIVERY OF DOCUMENTS

- 15.1. Documents may be delivered to the Customer to the Customer's Email address.
- 15.2. The Customer may deliver documents to the Operator to the following e-mail address: parking@prg.aero, or to the address Letiště Praha, a. s., K letišti 1019/6, Praha 6, ZIP code 161 00.
- 15.3. The Operator shall not be obliged to take into account any documents sent by the Customer to the Operator in a manner other than as provided for in the Terms and Conditions.
- 15.4. Email messages sent by the Operator to the Customer to the Customer's email address will be deemed to have been delivered at the moment of their sending by the Operator. The Operator shall only be liable for errors in the transmission of an Email message if the Operator itself causes the error.

16. FINAL PROVISIONS

- 16.1. If the relationship established by the Contract contains an international (foreign) element, the parties agree that the relationship shall be governed by Czech law. This is without prejudice to the consumer's rights under generally binding legislation.
- 16.2. If any provision of the Terms and Conditions is or becomes invalid or ineffective, the invalid provision shall be replaced by a provision with a meaning as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of other provisions. Amendments to the Contract or the Terms and Conditions shall be in writing.
- 16.3. The Contract, including the Terms and Conditions, is archived by the Operator in electronic form and is not accessible.
- 16.4. The Customer who is a consumer may submit a proposal for out-of-court dispute resolution to the designated entity for out-of-court resolution of consumer disputes, which is the Czech Trade Inspection Authority, Central Inspectorate - ADR Department, Gorazdova 1969/24 120 00 Prague 2, Email: adr@coi.cz, web: adr.coi.cz. The consumer may also use the online dispute resolution platform established by the European Commission at <http://ec.europa.eu/consumers/odr/>.
- 16.5. An integral part of the Terms and Conditions is:
- Annex 1: Instructions for withdrawal from the Contract and sample withdrawal form
- 16.6. In the event of a discrepancy between the Czech and English version of the Terms and Conditions, the Czech version shall prevail.
- 16.7. These Terms and Conditions shall come into force and effect on 15 July 2024.

Annex 1: Instructions for withdrawal from the Contract and sample withdrawal form

Information on the consumer's right to withdraw from a distance selling contract

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period ends 14 days after the day following the date of conclusion of the contract. You may withdraw from this contract by any unequivocal statement addressed to the company Letiště Praha, a. s., K letišti 1019/6 Prague 6, 161 00, e-mail address: parking@prg.aero, telephone: +420 220 114 022 (for example by letter sent via postal service provider or by e-mail). You may use the enclosed sample withdrawal form, but you are not obliged to do so. In order to comply with the withdrawal deadline, it is sufficient to send your withdrawal before the expiry of the relevant deadline.

Consequences of withdrawal from the contract

If you withdraw from this contract, we will return to you without undue delay, and no later than 14 days from the date of your withdrawal, any monies we have received from you under the contract. We will use the same means of payment you used to make the initial transaction to refund the funds, unless you have expressly stated otherwise. In any event, you will not incur any additional costs. If you have requested that the provision of the services commences during the withdrawal period, you will pay us an amount proportionate to the extent of the performance provided up to the time you informed us of your withdrawal, compared to the total extent of the performance specified in the contract.

Sample form for withdrawal from the Contract

Addressee:

Letiště Praha, a. s.

K letišti 6/1019

Prague 6, 161 00

phone number - +420 220 114 022; email address - parking@prg.aero

I/We hereby notify(*) you that I/We hereby withdraw from the parking service contract.

Date of conclusion of the contract:

Customer's name and surname:

Customer's address:

The order number as it appears in the order confirmation email:

Customer signature (only if this form is sent in paper form)

Date:

(*)Delete where not applicable or fill in the data.