

PARKL USER GENERAL TERMS AND CONDITIONS

1. Subject matter, purpose, scope and amendment of the Parkl General Terms and Conditions

- 1.1. These PARKL User General Terms and Conditions (GTC) are binding on PARKL Digital Technologies Informatikai Szolgáltató Korlátolt Felelősségű Társaság, as the service provider (registered office: 1051 Budapest, Arany János utca 15. 6. door; cg.: 01 09 712422) as "**Service Provider**", the terms and conditions for the use of the **Service** provided by the Parkl System. The Service Provider also offers, at certain locations, an Electromobility Service through the Parkl System, the terms and conditions of which are set out in separate chapters of these GTC.
- 1.2. The purpose of the mediated Service provided under these GTC is to enable the User of the Service or Individual Listed User to access free parking spaces through community sharing and to use parking services using the Parkl system operated by the Service Provider. The Service is provided on behalf of Parkl by the owner, operator, lessee or any other third party entitled to use the Designated Parking Space or General Parking Space, including On-Street Parking Spaces, as well as Private Parking Spaces, as a Partner under a contract concluded with the Service Provider to provide parking services and related contracts to third-party Users or Individual Listed Users through the Parkl system, acting independently on behalf of and in the name of the Partner, based on an agreement with the Corporate User, to conclude and modify them, and to cooperate in the payment of consideration by the User or Corporate User, to process the payment, including the setting of the payment deadline. In all cases, Provider acts as an intermediary and retransmits the Partner's parking services unaltered to the user through the Parkl application or to the Company user. The Service shall be used by means of an individual contract between the individual listed user and Partner via the User or Company User by parking on the selected parking space using the Parkl system and using it to store a passenger vehicle for a specific period of time, against payment of a fee, by the User or the Individual List user for the selected parking space. In the following, the term 'User' shall also be understood by analogy for the use of the Parkl application under Company Service when using it as a user on the Individual List, and any deviation from it is indicated separately in the GTC. The use of Private Parking Spaces is also governed by these GTC, with the proviso that any contract concluded between the Service Provider and the operator of the Private Parking Space shall override the provisions of these GTC in the event of a conflict.
- 1.3. The present GTC is in force until its withdrawal or until it is replaced by a new GTC.
- 1.4. The scope of the GTC shall cover any legal relationship between the user and the provider of the service resulting from the registration in the Parkl system of the service provider via the Parkl application or the Website, as well as any individual contract concluded between the user and the Partner through the service provider and shall determine the rights and obligations of the

Parties and other circumstances in the use of the Parkl system and the use of the Service. An individual contract cannot validly be concluded without explicit GTC acceptance. The GTC shall form an explicit and inseparable part of the relationship between the provider and user and the partner and user unless the parties expressly exclude, by mutual agreement, the applicability of all or any of the provisions of this GTC in writing at the time of the establishment or during the period of the legal relationship. Where the applicability of certain provisions is excluded, the other provisions of the GTC shall form part of the legal relationship of the Parties.

- 1.5. Issues not covered by this GTC and the interpretation of this GTC shall be governed primarily by Hungarian law, in particular the relevant provisions of Act V of 2013 on the Civil Code ('CC') and Act CVIII of 2001 on certain aspects of electronic commerce services and information society services ('Elkertv.'). If the law of the country of residence or registered office of the User contains mandatory provisions that do not allow for any deviation and are applicable to the legal relationship in question, these provisions may apply in addition to, supplement or, if necessary, deviate from the provisions of these GTC. The mandatory provisions of all relevant legislation shall apply to the Parties without specific stipulations.
- 1.6. The Service Provider shall be entitled to unilaterally amend the GTC if justified by a change in legislation, technical or security reasons affecting the operation of the Service, the introduction of a new service function or the termination of an existing function, or a significant change in the conditions of use of the Service. The Service Provider shall send an in-app notification and/or email to Users prior to the amendment taking effect. The notification must clearly state the essence of the amendment, the date of its entry into force, and the available, retrievable version of the GTC. The amended GTC shall become applicable on the date of entry into force. The User shall approve the amended terms and conditions by explicitly ticking the box on the pop-up screen that appears when logging into the Parkl application; otherwise, the Service cannot be used. If the User does not agree with the amendment, they are entitled to delete their User account free of charge until the amendment enters into force, in accordance with the provisions of the GTC.
- 1.7. By registering in the Parkl system the user explicitly accepts the provisions of this GTC and agrees to be bound by them. If the user does not accept the terms/conditions they are not entitled to use the Parkl system
- 1.8. This GTC is available from the Parkl application and from the provider website at <https://parkl.net/en/policy>.
- 1.9. The structure of the present GTC and the division of its chapters are purely informative and for ease of transparency, with no impact on the GTC interpretation.
- 1.10. The Service Provider shall inform the user that they have not been subject to a code of conduct applicable to its service activities.

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- 1.11.** The activity of the service provider is not subject to authorisation by law, with the exception of the electromobility services detailed in Chapter 13 of the present GTC. With regard to Electromobility services, the service provider is provided by the Hungarian Energy and Public Utility Regulatory Authority on certain aspects of electromobility services Government Decree No 487/2015 of 22 October 2013 a notification and authorisation under a Regulation. Licence No: H1139/2020.

2. Service provider data

Name of service provider: PARKL Digital Technologies Kft.

Head Office: Arany János utca 15, 1051 Budapest Door 1 e.g. 6

Customer service address: Arany János utca 15, 1051 Budapest Door 1 e.g. 6

Contact details of the service provider, regular e-mail address for contact with users: info@parkl.net Company registration number: 01 09 712422

Tax number: 12967726241

Name of the Registering Authority: Municipal Court of Budapest as Court of registration

Telephone number of the helpdesk: + 361 8 555 777

Website: www.parkl.net

Facebook: www.facebook.com/parklapp

Instagram: @parklapp

Contract language: English

Name of hosting service provider: Microsoft Ireland Operations Limited

Address of hosting service provider: Block B, Sandyford Industrial Estate, Atrium Building, Carmanhall Rd, Sandyford, Dublin 18, Ireland

Hosting service provider telephone number: + 353 1850 940 940

E-mail address of hosting service provider: info@microsoft.com

Hosting service provider's website: www.microsoft.com

3. Definitions related to the use of the Parkl system

Privacy Policy: The Parkl Privacy Policy, the current version of which is always available on the Service Provider's website at <https://parkl.net/en/policy>.

General parking space: the Parkl system allows parking services to be used for parking spaces, without a unique Parkl sign, provided by Partner, which, depending on its location, can be found in a shopping centre, hotel, office building, or may be a private garage, outdoor car park, etc. In accordance with the principle all parking spaces are General Parking Spaces unless specifically indicated in the Parkl application as assigned Parking Spaces.

GENERAL TERMS AND CONDITIONS: this Parkl General Terms and Conditions, which provide a framework for the legal relationships between the User and the Provider and the User and Partner, require express acceptance for the use of the Parkl application subject to registration.

Motorway vignette: the Parkl system allows the purchase of a motorway vignette for the vehicle registered in the application via

the National Mobile Payment System. (In case of Services provided exclusively within Hungary)

Pass: the right of access granted by some Partners, in return for a parking fee paid in advance by the user on a consolidated basis, at a specified location or locations, for a specified period of time depending on the rights purchased.

Receipt An electronic receipt or invoice issued automatically to a user when using a service and received by the e-mail address provided during the registration. In all cases, the user will receive an invoice and an individual listed user will only receive an e-mail notification that the individual contract is closed.

Individual listed user: A natural person who is employed, engaged or otherwise contracted by the Company User for the purpose of employment, Company User's customers and guests freely chosen by the Company User, i.e. a natural person as defined in Clause 3 of the GTC, and who is included in the list of users individually named by the Company User and uses the Service on an invitation basis within a corporate service structure.

Individual contract: the legal relationship between the User and the Partner, established through the Service Provider, when using the Parkl system by reserving the Designated Parking Space or by opening the Barrier to park in the General Parking Space or, in the case of parking in the Street Parking Space, by initiating the parking in the Parkl application, which is established from the valid reservation, or, in the case of parking without reservation, from the opening of the Gate after the end of the parking after the actual leaving of the Parking Space or, if the User does not appear at the Designated Parking Space during the Parking Time and does not cancel the reservation, after the end of the Parking Time indicated in the reservation or, in the case of Street Parking, after the parking has been initiated in the Parkl application, until the contractual payment of the relevant Parking Fee. In addition to Parking, Electric Charging and the purchase of a Motorway Vignette are also subject to an Individual Contract based on the principles set out in the Parking. For Individual Listed Users, the provisions of this clause shall apply with the exception that the Individual Contract shall last until the Parking Space is vacated as intended.

Electromobility service: Parkl operates electric chargers at certain locations, either through Partners or on its own initiative, in order to facilitate and develop electromobility, or allow electric vehicles to be recharged through electric charging facilities for consideration.

Electromobility service fee: the consideration payable for the Electromobility Service, which is determined based on the amount of energy consumed and calculated on a kWh basis (except in the case of Roaming; see below). In all other respects, the rules governing the payment of the Parking Fee shall apply mutatis mutandis to the use of the Electromobility Service, subject to the deviations set out in Chapter 13 of these GTC.

Electric charging: partially or fully charging the battery of an electric or rechargeable hybrid passenger car with electrical energy, using

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a charging device operated by the Service Provider or made available by the Service Provider, in accordance with the terms and conditions set out in these GTC.

Ad hoc user: users not registered in the Parkl system who are entitled to use the Electromobility service without registration in accordance with the terms and conditions set out in point 14 of these GTC.

NMFR Basic Service: the use of parking services on On-Street Parking Spaces via the Parkl system, as well as the purchase of highway vignettes through the National Mobile Payment System (NMFR), both made available through the public parking service defined in Section 1(a) of Act CXLV of 2020 on the unified electronic sale of certain public services, in connection with the public parking (waiting) service regulated under the Act on Road Traffic (applicable exclusively to Services provided within the territory of Hungary).

Parties: User and Service provider together and, according to interpretation, User and Partner.

User a natural person, in principle a driver, who downloads the Parkl application and registers in order to use the Service or independently of it.

User account: A personal profile for a user created by downloading and registering the Parkl application in which you enter, modify or manage the preferences related to the Parkl system use.

Instant parking: an automatic function enabling parking to be started and stopped without a separate button press, which can be activated by each user in the Profil/Vehicles menu in the editing of the vehicle by means of an instant switch within the application of Parkl. If the user wants to use Instant parking the Partners' barriers will be opened automatically upon arrival of the passenger vehicle if it is activated. This does not involve the application of GPS and is always performed by means of license plate identification using a camera.

In order to operate the Service, when using Instant Parking, it is necessary to record the license plate number of the entering vehicle and take a photograph of the vehicle. The recordings are made for the purpose of checking entry, managing parking transactions, and ensuring the secure operation of the Service. The detailed rules for image recording and related data processing are set out in the Service Provider's Data Processing Notice.

The Service provider reminds users that the deletion of the Parkl application does not automatically delete the user account and thus does not mean the automatic deactivation of the instant parking function in the Parkl system (see 8.2.11).

Gateway: The combined designation of a barrier, automatic garage gate, parking barrier or any other device that prevents access to a particular parking space.

Convenience fee: A one-time, fixed fee specified in Attachment 1, which is charged regardless of the duration of charging / off-

street parking or the amount of energy consumed. The convenience fee may vary between charging on Parkl's own network and roaming charging (using a third-party partner network).

Assigned Parking Space: an area for parking services in the parkl system, with a unique Parkl sign, gated, made available by Partner, which, depending on its location, can be found in a shopping centre, hotel, office building, or a private garage, outdoor car park, etc.

Coupon: An electronic instrument provided by the Service Provider to a private individual User using the Service on the basis of an Individual Contract, which may be redeemed by the User up to the monetary amount specified therein during the use of on-street parking, off-street parking, and charging points operated by Parkl, serving as a substitute for payment transactions. The Coupon may not be used for Roaming charging, the purchase of parking passes, or the purchase of motorway vignettes. Detailed rules governing the use of Coupons are set out in Section 9.10 of these GTC.

Parkl Gateway: A unique device designed and operated by Service provider to control the opening and closing of barriers and parking barriers respectively.

Parkl Application: a formal application developed and operated by the provider subject to this GTC that can be installed on Android and IOS operating system devices.

Parkl system: the sole-owned software operated by the provider and the related mobile phone application as well as the entire infrastructure, which provides space and facilities for access to free parking spaces through community sharing. The Parkl system allows the user to choose between the parking spaces available, Assigned, General, On-Street – and, where applicable, Private Parking Spaces –, to use them for a specific period of time, in return for payment of a parking fee and, in other words, to use a parking service.

Parking barrier: by principle, a structure operated by the Service provider which designates and blocks the Assigned parking spaces which the user is entitled to use in the Service during the parking time using the Parkl application. The parking barrier is typically located in garages in private parking areas and locks one designated parking space.

Parking fee: The consideration for the Service, as a condition of its use, is a sum of money to be paid by the User, through the Service Provider, individually determined by the Partner, in most cases based on a per minute or, less frequently, other billing schemes, e.g. half-hourly, hourly, daily, dynamic daily (variable charge between days), etc., or, in the case of on-street parking, based on the Parking Zones, based on the minimum parking fee set by law. The Service Provider shall display on the Map the minimum Parking Fee per hour, in individual cases, corresponding to the Parking Space, as defined by law. The Parking Fee will be deducted directly from the User's pre-registered credit card via the

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online credit card payment system used by the Service Provider in the given Service Area. In the case of the Company Service, the Parking Fee will be invoiced in two ways, either by payment by credit card or by Monthly Payment on the basis of the Specific Agreement between the Company User and the Service Provider, with the understanding that in both payment methods the Company User is obliged to settle the Parking Fee, the Individual Listed User only having to indicate in the Parkl application at the time of payment that they are using the Company Service.

Electromobility service fee: the price of the electromobility service, calculated on the basis of the amount of energy consumed and invoiced on the basis of kWh (except for the Roaming, see below). Moreover, the rules governing the payment of the parking fee apply mutatis mutandis to the use of electromobility services, taking into account the deviations laid down in Chapter 13 of the present GTC.

Roaming: An electro-mobility service used by the User via an electric charging facility operated by a third party.

Roaming service fee: The fee for Roaming charging services, which may vary by charging point. Roaming charging data (charging time, quantity, cost) is based on the information provided by the third-party partner network operator. The User is always responsible for checking the pricing applicable to the specific charging point in the application.

Parking time: The period specified by the user in the Parkl application from the start of the opening of the barrier after arrival at the parking space, until the end of the second opening of the Gate via the Parkl system to leave the parking space by car, which constitutes the closure of the parking space or in the case of assigned Parking Space if the user does not appear at the designated parking space during the parking time or cancels the reservation, or if the user leaves the reservation before the end of the parking time specified in the booking, the end of the parking time is the end of the parking time specified during the booking. In the case of a street parking space the start of the parking time in the parking application is the start of the parking time by the user and the end of the parking time is the end of the parking time and the end of the relevant parking Zone payment period. The time interval is also the basis for the calculation of the parking fee. In the case of On-Street Parking Spaces, the Parking Time shall not automatically restart (except where the automatic renewal and park until Smart Parking Functions set out in Annex 2 are activated), and the User shall be responsible for ensuring this at their own discretion.

Parking Zone: In the case of a street parking space in Hungary a territorial division, determined independently of the service provider and determining the level of the Parking fee in the area concerned, is relevant. The Map denotes the boundaries of each Parking Zone.

Parking spaces: the General Parking Space, the Assigned Parking Space, the On-Street Parking Space and Private Parking Space together. The distinction between the General, Assigned and Street

Parking Space is only for the sake of comprehensibility, and the rights and obligations set out in this contractual structure shall apply mutatis mutandis to parking spaces, irrespective of their exact name, depending on the nature of those rights or obligations.

Partner: a third party is a natural or legal person who effectively makes that parking space available on the basis of an intermediary contract concluded with the provider of services. With the Registration, any user acquires the right to enter into a contract with the provider as Partner if additional terms/conditions are fulfilled. Further, this GTC does not contain the details of the agreement with the Partner, but under the contract with the provider the Partner is also obliged to accept the GTC. In the case of Street parking a Partner is understood as a municipality, operator or authority empowered to take decisions on a given Parking Zone.

Private parking space: The Service Provider provides the Service under individually regulated agreements with certain Partners in such a way that only the users specified therein are entitled to use it, and it is not visible or accessible to other Users. All provisions of these GTC apply to users of this Private Parking Space service.

Registration: By registering via the Parkl application or Website, a user of the Parkl application is granted the right to use it as a user or as a Partner in case of a separate request. Following the general registration, the Individual Listed user acquires the right to use the Parkl application Company Service by providing the activation code sent to them by the Company User Administrator. The registration process is described in detail in section 8.1.

Saferpay: a payment service platform provided by a third party independent of the Service Provider for Users who use the Service on an ad hoc basis without registration, which performs the technical processing of credit card and other electronic payments. The Service Provider is not responsible for the operation, availability, security, or processing of transactions carried out by Saferpay; responsibility for these matters lies with the payment service provider.

SimplePay Online Payment System: the online payment system used by the provider as a simple and secure payment solution for registered users of the Service. The payment process is the same as that offered for a similar service by other banks. During the service, SimplePay transactions are continuously monitored by the user i.e. the cardholder and helps prevent unexpected events.

Barrier: as principle, a structure operated by Partner, which designates and blocks the Assigned and General parking spaces for which the user is entitled to use the Parkl application during the parking time to manage them. A barrier, depending on the type of parking spaces is found primarily in garages, hotels and shopping centres and typically closes several parking spaces.

Passenger vehicle: a motor vehicle or motorcycle equipped with four, three or two tyre wheels necessary for the use of the Parkl system and capable of transporting up to eight adult persons, including the driver, including petrol, diesel, electric, gas-powered passenger cars. If, depending on the type of assigned Parking Space it is not suitable for storing a vehicle of a different size than the conventional one, that

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circumstance shall be duly indicated in the data sheet of the assigned Parking Space shown in the application.

Service: a service provided by Partner, which is the content of this GTC and is provided by Partner through a fully owned Parkl system operated by the Service provider.

Service Area: the geographical area where the Service is available through the Parkl system. The Service is currently available in the following countries: Austria, Czech Republic, Croatia, Poland, Hungary, Germany, Romania, Slovakia] Each Service Area is subject to separate attachments setting out the rules applicable to the country in question, which form an integral part of these GTC in relation to the Service Area in question.

Service provider: PARKL Digital Technologies Kft., which owns, creates and operates the Parkl system alone.

Smart Parking Functions (applicable exclusively to Services provided within the territory of Hungary): services qualifying as value-added services compared to the NMFR basic service, which go beyond its scope and have independent economic value, as defined in Annex 2 of these GTC (Services available exclusively in Hungary), and which may be activated by the User within the Parkl application and used subject to the additional fees set out in Annex 1.

Map: by clicking on the tiles on the main screen of the Parkl application you can access the maps depending on the transaction you want to launch: "ON-STREET PARKING MAP", OFF-STREET PARKING MAP, EV CHARGE MAP. Depending on the operating system, the displayed map is Google maps (for Android OS) or Apple maps (iOS OS).

OFF-STREET PARKING MAP: the main screen opens Google maps or Apple maps by clicking on the tile of indoor parking with unique markings for Parking Spaces.

EV CHARGE MAP: Google maps or Apple maps open by clicking on the electro-charge tile of the main screen, which are uniquely marked as the Charging Points.

ON-STREET PARKING MAP: clicking on the Street parking tile of the main screen opens Google maps or Apple maps showing each Parking Zone

Street parking: the parking area available for parking services on a separate map using the Parkl system without an individual Parkl sign, which is made available for parking by means of a public parking service.

Company user: the company with which the Service Provider agrees to use the Service in the context of the Company Service.

The Company User has the right to manage the admin interface, which allows them to control which Individual Listed User is invited to use the Parkl application within the framework of the Company Service.

Corporate Agreement: An agreement between the Service Provider and the Corporate User regarding the provision of Corporate Services.

Company Service the provision of the Service to the Company user as only Individual Listed Users are entitled to use it on the basis of a specific invitation. In this case, the Service parking fee is paid by the Company user.

CCT: Corporate Contractual Terms, which apply to the Company Service user when using it. The provisions of these GTC shall also apply to corporate users and the provisions contained in the CCT may override the provisions of these GTC.

Website: Service provider's website with information and data on the Parkl application available at www.parkl.net URL.

4. General provisions

4.1. The Service Provider shall be entitled to modify the Service, the content of the Parkl application, and certain functions of the Parkl system if justified by changes in legislation, security or technical reasons, the introduction of new functions or the discontinuation of existing functions, or business needs affecting the operation of the Service. The Service Provider shall inform Users of any modifications in advance in accordance with the rules of these GTC. The Service Provider shall be entitled to terminate the provision of the Service if it notifies Users of the termination in advance and completes any service transactions that have already been initiated or are in progress by the date of termination. No claims for compensation or damages may be asserted in connection with the termination, unless the damage was caused by reasons attributable to the Service Provider. The Service Provider shall be entitled to temporarily suspend the provision of the Service, in particular for maintenance, system updates or security reasons. The Service Provider shall notify Users in advance of any planned suspension via in-app message or email. In the event of unexpected errors requiring immediate intervention, the Service Provider shall be entitled to suspend the Service without prior notice, in which case it shall provide information immediately afterwards, depending on the circumstances. During the suspension, certain functions of the Parkl system, in particular the opening of the barrier, shall not be available. Reservations that are valid but have not yet been started during the suspension period will be automatically canceled. No claims for compensation or damages may be asserted in connection with the suspension, unless the damage was caused by reasons attributable to the Service Provider.

4.2. By accepting these GTC, the Parties undertake to immediately inform each other of any significant facts, data, circumstances or information closely related to the use and contractual performance of the Service. The User shall fulfill any notification, reporting, or information obligation through their User account, if available, or otherwise by telephone or by sending an email to info@parkl.net, while the Service Provider shall fulfill such obligations through the Parkl application or by sending an email to the email address provided by the User. All legal consequences of failure to comply shall be borne exclusively by the Party in default.

4.3. In order to verify compliance with the provisions of the GTC, the service provider shall have the right to appear in the parking spaces at any time and to carry out random checks there, to this end they shall at any time enter the parking spaces, take images,

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sound and video recordings of them and duly document their comments.

5. Technical terms/conditions for the use of the Service, Service Platforms

5.1. Service Provider's Parkl application is available on a smartphone with **Android** (supported versions from Android 10) or **iOS** (assisted version from iOS 15) and tablets.

5.2. A service-related **Website** is available at www.parkl.net The Website contains information about the Parkl system and is possible to register through it. If you wish to participate in the Parkl system as a Partner, you can only indicate your claim via the Website by filling in the appropriate form.

5.3. A **Facebook page** linked to this service is available at www.facebook.com/parklapp/ and a LinkedIn page available at www.linkedin.com/company/parkl/ which mainly provides additional information, related to the Parkl system and Parkl's activities. Communication and correspondence carried out there and any other social media (e.g. Instagram) cannot be regarded as a formal means of making legal representations, and the service provider may be accessed primarily by means of the given email address or telephone. If a user has registered with their Facebook account, they acknowledge and accept all Facebook's operating rules by accepting this GTC and the fact that the provider has no influence over Facebook's policies or operations shall not be held liable, directly or indirectly, in respect of them. Facebook's privacy policy, practice and associated user consent are governed by Facebook's provisions. This applies to all policies and practices of all social media platforms, and it is solely the User's responsibility to become familiar with their content.

5.4. The parking fee is paid by bank card via **the SimplePay Online Payment System**. The user shall be solely responsible for the availability of a valid and secured bank card. The term//condition for the registration of a bank card is that the user has a minimum of HUF 100 (or the equivalent amount in another currency based on the User's credit card) in its bank account, which is automatically returned to the user's bank account immediately upon registration. The user acknowledges that with the adoption of the present GTC it accepts all SimplePay's operating rules, in particular but not exclusive its rules on terms and conditions of payment, and the fact that the provider has no control over the SimplePay system policy and its operation, so that the provider does not assume any direct or indirect liability for its proper functioning. SimplePay's privacy policy, practice and related user consent are governed by SimplePay's provisions. In the case of use under Company Service the Company User Liable/Obligated is obliged to settle the parking fee and therefore the terms//conditions set out in this paragraph do not apply to users in the Individual List.

6. Establishment of the framework contract as per GTC

- 6.1. The GTC is a framework contract concluded for an indefinite period between the Provider and the User and the Partner and User after downloading the Parkl application or during registration via the Website, by accepting it as a mandatory element of registration. This point shall apply to the use of the Company Service with the exception that the GTC must be preceded by a prior agreement between the provider and the company user in accordance with the terms of the CCT. The adoption of the GTC shall be possible only electronically. A contract for the use of the Parkl system concluded electronically with the successful registration shall be concluded between the Parties, which the Service Provider confirms to the User via the email address provided by the User. The contract is not a written contract, therefore the provider does not register it and is not subsequently accessible. The language of the contract is the language selected by the User within the application, which may be one of the following: Hungarian, English, Slovak, Czech, Polish, Romanian, Croatian, German.
- 6.2. By accepting the GTC the user acquires the right to use the Service and use the Parkl system by concluding individual contracts on demand.
- 6.3. The use of the Parkl system is, by its very nature, an essential term//condition for the user to be in possession of a passenger car held in accordance with the law, as well as a valid driving licence, registration, compulsory insurance and technical terms & conditions necessary for its use, for which the user is solely responsible and guaranteed. The Provider shall exclude its liability for any damage resulting from the unlawful use of a passenger vehicle.
- 6.4. The personal, billing and other user related data provided in the user account at the time of registration and subsequently are the terms and conditions for the use of the Service and the conclusion of an individual contract and are essential for communication between the Parties. Any information provided by the User in the Parkl application shall be verified and corrected by the User at all times, shall be the sole responsibility of the User, and any legal consequences arising from or in any way related to the failure to do so shall be the sole responsibility of the User. Until the contrary is notified, the data recorded in the Parkl system shall be considered to be in force
- 6.5. The User shall ensure the authenticity, accuracy, and completeness of the personal, billing, and other data provided to the Service Provider. The User declares that the data recorded for them is true, accurate, and does not infringe on the rights or legitimate interests of the Service Provider or any third party. If the Service Provider becomes aware that the data provided by the User is false, incomplete or contains illegal content, the Service Provider shall be entitled to refuse to provide the Service, restrict or delete the User's account, and apply the additional legal consequences specified in these GTC and the relevant legislation.

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6.6. The Service Provider shall be entitled to verify the authenticity, accuracy, and completeness of the data provided in the User Account, as well as other circumstances necessary for the use of the Service, if this is justified for the lawful, secure, or contractual provision of the Service. Upon written request by the Service Provider, the User shall provide the requested data or documents certifying such data to the Service Provider within a reasonable period of time, but no later than 30 days. If the User fails to comply with their verification obligation, or if the data provided is false, incomplete or unlawful, the Service Provider shall be entitled to restrict or terminate the provision of the Service and to delete the User's account. In this context, the User may not claim damages or compensation, unless the damage was caused by the Service Provider. The Service Provider is entitled or obliged to take the necessary official or legal steps in cases prescribed by applicable law.

7. Establishment of the Individual contract

7.1. By adopting this GTC the Parties recognise that the individual contract is concluded for a limited period of time, for the duration of the one-off use of the Service, at the time of initiation by the user with a reservation, or at the opening of the barrier for parking on the General Parking Space, at the launch of the Street Parking Space by the user in the application, at the start of electrical charging in the application or at the time of purchase of the Motorway Vignette through the application, between Partner and user.

7.2. Upon successful booking, or upon opening the barrier for the purpose of parking in a General Parking Space, purchasing a Motorway Vignette in the Parkl application, starting electric charging, or starting parking in a Street Parking Space using the Parkl application, a contract for the use of the Service is concluded electronically between the User and the Partner via the GTC. The Individual Contract is concluded electronically and is considered to be in writing. The Service Provider makes the content of the Individual Contract available to the User on a durable medium (e.g., in the User Account). The Service Provider does not keep paper records. The language of the contract is the language selected by the User within the application, which may be: Hungarian, English, Slovak, Czech, Polish, Romanian, Croatian, German.

7.3. The date of conclusion of the individual contract and the start of its validity shall be the valid reservation of the assigned Parking Space by means of the Parkl application or the opening of the barrier for parking on the General Parking Space or the launch of parking in the Street parking space in the Parkl application. A user who, using Parkl, occupies an Assigned parking space or uses a General parking space or a Street parking space shall be considered as a customer of Partner when an individual contract is concluded.

7.4. Only private individuals with full legal capacity acting on their own behalf are entitled to conclude an Individual Contract. By concluding an Individual Contract, the User declares that they are entitled to conclude the contract and are not subject to any legal obstacles that would exclude or restrict the conclusion of the contract.

7.5. In the event that the registered user or actual operator of the Parkl application and the driver of the passenger vehicle are separated from each other, the user using the Service and the person who actually drives the car are expressly acknowledged by indicative behaviour that the actual driver is authorised to use the Service in the name and on behalf of the user and is expressly authorised by the user to do so. The parties acknowledge that any act in connection with the service used during the parking time shall be regarded as an act of the user with the proviso that the user and the person who actually drives the car are jointly and severally liable for all the activities and legal consequences of the car during the parking time and for the legal consequences thereof, and for the fulfilment of all obligations and conditions laid down in the GTC.

7.6. Parkl reserves the right to contact the User at any time during the duration of the individual contract for the purpose of fulfilment thereof in which case the User shall cooperate and provide the requested information to the Service provider without delay. In the event of failure to do so, the user shall be solely responsible for all legal consequences.

8. Use of the Parkl system

8.1. Registration

8.1.1. The Service provided by the Parkl system is available to all Users who download the Parkl application, accept all provisions of these GTC during Registration, and read and acknowledge the Service Provider's Privacy Policy, which is available at <https://parkl.net/hu/policy>.

8.1.2. Registration is possible in the following ways:

- **direct registration** is done via the home screen registration tab in the Parkl application. Registration requires an e-mail address in an appropriate format for which the system sends a validation code. Once the correct code has been provided, the user will be navigated to the page containing the documents required for registration, where the adoption of this GTC and understanding and acknowledgement of the Privacy Policy is required to proceed. Once you have successfully registered, mandatory and optional data will be provided to use the functionalities of the Parkl application

- **Facebook Connect:** by logging in with a personal Facebook account. This registration method is available to those who have registered in advance on www.facebook.com. It is possible to proceed from the Registration Screen by clicking on the Facebook icon where the e-mail address and password used on the social website are used to register. Once the application has been re-entered, the adoption of this GTC and understanding and acknowledgement of the Privacy Policy is

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required to proceed. Once you have successfully registered, mandatory and optional data will be provided to use the functionalities of the Parkl application

The user explicitly acknowledges that if your Facebook account is deleted from the social media page, the Parkl system will be accessible only until it is logged out from it, after which it will not be possible to access the Parkl User Account. However, the User Account is not considered to be deleted, but it must always be requested from the provider separately under this GTC.

- **Apple ID connect:** customers of Apple's services, i.e. users of the IOS operating system, can also register with their personal Apple ID account. The pre-condition for registration is therefore the running of the existing Apple ID account and the IOS operating system on the device. It is possible to proceed from the Registration Screen by clicking on the Apple logo, where the e-mail address and password are used to register. Once the application has been re-entered, the adoption of this GTC and understanding and acknowledgement of the Privacy Policy is required to proceed. Once you have successfully registered, mandatory and optional data will be provided to use the functionalities of the Parkl application

The user explicitly acknowledges that, if the Apple ID account is deleted, the Parkl system will no longer be accessible until it is disconnected from it, after which it will not be possible to access the Parkl User Account. However, the User Account is not considered to be deleted, but it must always be requested from the provider separately under this GTC.

- **Google connect:** login with a personal Google account. This registration method is available to those who have a Google account in advance. It is possible to proceed from the Registration Screen by clicking on the Google icon where the registration is done by clicking on the selected Google account. Once the application has been re-entered, the adoption of this GTC and understanding and acknowledgement of the Privacy Policy is required to proceed. Once you have successfully registered, mandatory and optional data will be provided to use the functionalities of the Parkl application

The user explicitly acknowledges that, if Google's account is deleted, the Parkl system can no longer be accessed until it is disconnected from it, after which it will not be possible to access the Parkl User Account. However, the User Account is not considered to be deleted, but it must always be requested from the provider separately under this GTC.

- **Microsoft connect:** login with a personal Microsoft account. This registration method is available to those with a Microsoft account in advance. It is possible to proceed from the Registration Screen by clicking on the Microsoft icon where the registration is done by clicking on the selected Microsoft account. Once the application has been re-entered, the adoption of this GTC and understanding and acknowledgement of the Privacy Policy is required to proceed. Once you have successfully registered, mandatory and optional data will be provided to use the functionalities of the Parkl application

The user explicitly acknowledges that, if Microsoft's account is deleted, the Parkl system can no longer be accessed until it is disconnected from it, after which it will not be possible to access the Parkl User Account. However, the User Account is not considered to be deleted, but it must always be requested from the provider separately under this GTC.

8.1.3. The User shall ensure that the email address provided during Registration remains valid and functional throughout the entire period of use of the Service. If the User's email address is terminated or they are no longer authorized to use it, they may notify the Service Provider of this fact in order to terminate their User account and, in accordance with the provisions of the GTC, they may complete a new Registration with a new email address. Maintaining the validity of the email address and regularly checking the associated mailbox is the sole responsibility of the User. The Service Provider shall not be liable for any legal consequences arising from the deactivation, termination, or other unavailability of the mailbox associated with the specified email address for any reason. If the Service Provider becomes aware that the email address provided by the User is inactive or invalid, it is entitled to deactivate or delete the User in question. You can only register once with an email address, so if you have already registered with that email address, the login process will start automatically with the sending of a validation code.

8.1.4. The adoption of this GTC and understanding and acknowledgement of the Privacy Policy is required, after which the User Account is created, but the registration is not complete. The registration will only be completed after confirmation of the telephone number and e-mail address, the addition of a vehicle, and confirmation of the registered bank card.

8.1.5. The next step in the structure of the post-registration profile is to provide personal data. All fields are mandatory when providing personal data, the Next button will only be activated if there is no incomplete or invalid data. The surname and first name must not contain any special characters. The email address will be displayed pre-loaded and cannot be edited here. Once you have given the phone number, the Next button will be activated, and the user will be able to confirm the phone number in a new window. The step can be omitted, but otherwise no individual contract can be concluded at a later stage, i.e. the registration is not complete. If the user omits this step during the registration process, you can then click on the "Delete" button on the main screen later or in the "Profil/Personal Data" section of your User Account.

8.1.6. The second step of the post-registration profile structure is to enter the Vehicle. When entering the vehicle data, the entry name is optional, all other fields are mandatory, the Next button is activated only if there is no incomplete or invalid data. The same vehicle can be added to more than one user, but the instant parking can only be active with one user. The step can be omitted, but otherwise no individual contract can be concluded at a later

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stage, i.e. the registration is not complete. If the user omits this step during the registration process, you can then click on the "Delete"

button on the main screen later or in the "Profil/Vehicle" section of your User Account.

8.1.7. The next step in the post-registration profile structure is to register the payment mode, which is optional. When adding a payment method, adding a nickname is optional, and card registration is mandatory. The "Next" button will only be activated once the card registration has been successfully completed from the external payment service provider's side. When entering the card details, the system will navigate the User to the SimplePay Online Payment System's own interface. Only a personal bank card can be registered in the system, which is the sole responsibility of the user in all cases. When registering a bank card, the card number, the name written on the card, the expiry date and the 3-digit CVC code written on the back of the bank card must be provided. By clicking on the button "PAYMENT WITH CARD REGISTRATION", the system deducts 100 HUF (i.e. one hundred Hungarian Forint) (or the equivalent amount in another currency based on the User's credit card) from the User's bank card and immediately returns the amount to the User. The correctness and veracity of the bank card data will then be checked. The obligation to register a bank card also applies to individual list users in view of the possible private use of the Service or the sanctioning rights of the Service provider set out in the present GTC. If the user omits this step during the Registration process, it may be done later by clicking on the "Profil/Payment methods" menu in the User Account.

8.1.8. Once the correctness and veracity of the bank card details have been verified, it is possible to provide invoicing data. The VAT invoice claim switch will be switched off as default. If the user wants to record the billing address, you can change the switch to display the billing request fields. All other fields except house number are mandatory, the Next button will only be activated if there is no incomplete or invalid field. However, this step is not mandatory for full registration. If the step is omitted, this can be replaced later in the Profile/Billing section of your User Account. At the time of parking initiated by a user with a Individual list, in the event of a fee charged to the Company user, the data required for the Company's user billing will be automatically entered for billing.

8.1.9. Once the billing details have been provided, the user can add the coupons. Both promotional, marketing and invitation coupons can be added here. This step is also not mandatory for full registration. If the step is omitted, this can be done at a later stage in the User Account Profil/Cupons.

8.1.10. If the Company Service is used, the registration process will not be completed at this time, as the Individual Listed user receives a unique invitation to the Parkl application in which it is entitled to select the Fleet Master Screen during the use

of the Service for the initiation of the transaction and thus at the expense of the company user assigned to it.

8.1.11. Upon successful registration in full, the user is entitled to use the Parkl system as a driver.

8.2. User accounts

8.2.1. Once you have successfully registered in full, you can now log in with your email address and use the Parkl application at any time by entering the validation code you received in the email.

8.2.2. The user is under the sole responsibility to maintain the confidentiality of the account. The user assumes explicit responsibility for all activities carried out in connection with their account via it. The user shall immediately notify the Service provider of any unauthorised intrusion, use or other security-intrusive action into their user account.

8.2.3. The main menu points available in the user account created by registration are 'SETTINGS', 'PROFILE', 'TRANSACTIONS' and 'MAIN PAGE'.

- In the 'Settings' section, the Parkl system allows the user to change the language of the application (English/Hungarian/Slovak/Czech/Polish/Romanian/Croatian/German). Under the heading 'Notifications', information and marketing messages set during registration may be authorised or modified. The "Documents", including the present GTC, as well as the Data Protection Policy, the Company's Contractual terms/conditions and the electronic monitoring system rules are available from the menu. More information about Parkl and the application (such as Main Functions of the App, Parkl Facebook page and website, application rating link, and Parkl application version number) is available from 'Parkl'. In the 'Settings/Help' menu, there is a link to the Helpdesk to access by e-mail or Facebook message, as well as the 'Knowledge Base', which lists frequent questions and answers categorised and provides a text-based search.

- Under "PROFILE", you can view the unique "Parkl ID" of the user. It is possible for Individual Listed users from the menu option to perform 'Join To Company' by entering the unique code received in the email. Under the 'Personal details' tab in the menu, it is possible to modify the user data. Under the 'Vehicles' tab, the vehicles registered in the system can be handled (new addition, existing modification, deletion). Under the 'Payment methods' tab, edit the Bank cards recorded in the system (add new, existing modification, deletion) and, in the case of Individual Listed users the PARKL fleet switch status can be managed, which only applies when the Instant Parking function is used. Under the 'coupons' tab, the current coupon offers are displayed, or, if the user has a coupon code, this can

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also be recorded in the system. The 'Sign in' and 'Delete' section of the Parkl application can also be done under the 'Handle Profile' section. - Previous and active transactions can be monitored under "TRANSACTIONS". There is a separate tab for active processes (parking, charging); Passes; motorway vignettes; and the History. In the case of an Individual Listed user, an additional extra tab will appear where future reservations are listed, or a new booking can be created using the button at the bottom of the screen.

8.2.4. The main screens available in the user account with registration are displayed depending on eligibility. In the case of a private user, a 'private main screen' is displayed with tiles representing the available functions. In the case of an Individual Listed User, one or two other main screens will be displayed after joining a successful company, depending on the service provided by the company. In the event that, according to the Company's contract, the company uses Fleet services, the Individual List user will appear alongside the Private main screen with the 'fleet main screen'. In the event that, according to the Company's contract, the company also uses the Parkl Office service, then the 'OFFICE main screen' appears at the Individual Listed user next to the Private main screen. In the event that, according to the Company contract, the company also uses Parkl Fleet and Parkl Office services, all three main screens will be displayed at the Individual Listed user. All main screens are switched by swiping the screen.

8.2.5. The tiles or features on the main screens are available to all users with privileges. Tiles on Private main screen: 'ON-STREET PARKING', 'EV CHARGING', 'Off-Street PARKING', 'MOTORWAY VIGNETTE'. In all cases, transactions from a private main screen start on a bank card recorded by the user itself. Tiles on Fleet main screen: 'On-STREET PARKING', 'EV CHARGING', 'Off-Street PARKING', 'MOTORWAY VIGNETTE'. For the individual listed user the tiles to which the fleet is entitled are active.

Buttons on the Office main screen: 'PARKING RESERVATION', 'PARKING', 'START Parking'. Buttons are displayed if the specific function is available at the company of the Individual List user

8.2.6. Under the 'Vehicles' tab, the number plates of the passenger vehicles registered are shown. It is only possible to use the Parkl system using vehicles with a fixed number plate in the Parkl system. If the user wants to register more than one vehicle, they can do so only after having completed a valid and complete registration in this section. It is also possible to remove from the Parkl system vehicles previously brought to the system here. A vehicle with the same registration number may be registered by several users but only one valid reservation or parking time can be made for one vehicle at the same time. In the event of a parking time conflict, the reservation for parking actually started

shall be considered valid, and the other reservation shall be automatically cancelled.

Under the 'Vehicles' tab, the exact attachment of the vehicle type (Car, Bus, Motorcycle, van, Truck, Trailer) is required when the vehicles are registered. If available in the given Service Area, the parking in a street parking space may be remunerated differently for each type of vehicle. By clicking on the Street parking tile, clicking on the Parking zone on the map shows the information sheet for the zone, which contains the number and details of the Zone and the hourly parking fee for the type of vehicle set. The correct adjustment of the vehicle category is also essential for the purchase of the Vignette as this is the basis on which the type of vignette is determined.

The 'INSTANT Parking' function can be set under the Vehicles tab, which makes parking easier and faster in relation to a particular registration number. Upon arriving at the Barrier, a camera reads the registration number of the Passenger Vehicle and checks whether it belongs to the Users entitled to use the Instant Parking service in the system. The barrier is opened by automatic access based on license plate recognition. When entering the parking lot, the system records the license plate number of the entering vehicle and compares it with the license plate number previously provided by the User. If the license plate number matches and the User is entitled to use Instant Parking, the barrier opens automatically and the parking time begins. The detailed rules for license plate management and camera data management are set out in the Service Provider's Privacy Policy.

When using the instant parking function, only one user may be switched on in connection with a number plate at a time.

8.2.7. The user expressly declares that if they are not the operator of the car(s) registered in the Parkl system, the use of the Parkl system shall be subject to the express authorisation, consent and consent of the operator. In such a case, the user and the operator shall be jointly and severally liable for compliance with the rules governing the use of the Parkl system and for any legal consequences arising from their breach.

8.2.8. By clicking on the 'Payment methods tab, additional bank cards can be added to the Parkl system or deleted. Several bank cards can be registered in the system, from which the preference must be selected, i.e. the default bank card, from which the parking fee is automatically deducted once the parking time expires. One of the registered bank cards must always remain as the default bank card. The Parkl system does not allow the cancellation of the last bank card, only if a new bank card is recorded at the same time. The default card for that parking cannot be deleted during the period of active parking or until payment of the service fee due but not yet paid, during the on-going delay in payment. The provisions set out in this

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paragraph apply to Individual Listed Users, with the exception that the parking fee may be paid at the expense of the Company user by choosing the appropriate means of payment in the Parkl Application. Payment at the expense of the Company user is available as default in the case of a transaction from the "Fleet Main Page".

8.2.9. By clicking on the 'Billing option, you can change the VAT invoice claim setting. By default, the switch will be switched off, which will be modified to complete the billing data fields; these are the company name, tax number and registered office. If the User does not activate the switch and does not provide billing information, the User may not request a VAT invoice to be issued after the purchase has been completed.

8.2.10. The User Account may be deactivated, possibly deleted, or the User may be banned from the Parkl system as specified by the Service Provider in Section 10. The Service Provider is also entitled to delete the User Account if the User has not used the Service continuously for more than two calendar years.

8.2.11. When the Parkl application is deleted from a smart device, the user account will not be closed and will not be deleted. If the user wants to delete their User Account, they can do so in the Parkl application by clicking the 'Delete Profil' button in the 'Manage Profil' menu. In all cases, the Service Provider shall immediately examine the request for erasure and shall duly comply with the law and the Privacy Policy, unless it is obliged to reject the request for any reason. Until the account is deleted, the Parkl system remains active, including the instant parking function.

8.2.12. The Service Provider is entitled to automatically deactivate the Instant Parking service for private individual users who do not log in to the application for a specified period of time and do not initiate any transactions during that period. The Service Provider shall notify the user of the automatic deactivation by electronic mail. The service may be reactivated through the application.

8.3. On-Street parking (If available in the given Service Area)

8.3.1. In the case of parking in a street parking space, the provisions of Chapter 8.5, shall apply with the derogations set out in this Chapter.

8.3.2. In the case of parking in a street parking space, the provider does not provide any infrastructure other than the search and payment interface (e.g. barrier, parking barrier).

8.3.3. The User is responsible for complying with the traffic regulations and rules applicable in the Parking Area.

8.3.4. When the user arrives at the Street parking space, you will find in the 'fast start' section of the Street parking tile the code of the parking Zone for their stay. By clicking on the zone code, an information sheet for the Zone is displayed, which includes the Zone number and details, the hourly Parking Fee, the maximum

parking time applicable to the Zone, the possibility to activate the Smart Parking Functions, the payment period applicable to the Zone, and the additional fee for the Smart Parking Functions. It is the sole responsibility of the user to verify the correctness of the location and the number of the Zone. The page displays the data required for 'Start Parking': The 'vehicle' field is uploaded by default with the vehicle marked as favourite, but clicking on the vehicle to list previously registered vehicles from which the vehicle to start parking can be selected, as well as the possibility to add a new vehicle; The 'Payment method' field is uploaded by default with the favourite bank card, but clicking on the card to list the previously registered bank cards from which you can select the card needed to start parking and the possibility to register a new Bank card.

If the User has no bank card registered, the "Payment Method" field on the main screen will display "Not provided," and the "START" button will be inactive. In order to use the Service, registering a bank card is mandatory, which can be done by clicking on the "PAYMENT METHOD" / "NEW PAYMENT METHOD" option.

In case the User has set the VAT account claim in the profile, the billing name will be displayed on the start screen. If the User does not wish to do so, this line will not appear in the table.

8.3.5. The map view displayed by clicking on the Street parking tile shows the Parking Zones. The Parking Zone of the location of the user is automatically displayed as designated, displaying the Zone code, the name of the Zone, the opening hours of the Zone, the maximum parking time for the zone and the parking fee per hour at the bottom of the screen. Clicking on the Select button opens the zone information sheet containing the Zone number and data, the parking fee per hour, the maximum parking time for the zone, the possibility of activating the Smart Parking functions, the payment period for the zone and the additional fee for the Smart Parking Functions. The page displays the data required to 'Start Parking': The 'vehicle' field is uploaded by default with the vehicle marked as favourite, but clicking on the vehicle to list previously registered vehicles from which the vehicle to start parking can be selected, as well as the possibility to add a new vehicle; The 'Payment method' field is uploaded by default with the favourite bank card, but clicking on the card to list the previously registered bank cards from which you can select the card needed to start parking and the possibility to register a new Bank card. In case the user has set the VAT account claim in the profile, the billing name will be displayed on the start screen. If the user does not wish to do so, this line will not appear in the table.

8.3.6. You can start Parking by clicking on "Start Parking". In case of a successful start, this will be indicated on the screen with details of the launched parking, and the app will also be notified. User is Liable to ensure that parking is properly launched. The user shall be obliged to pay the penalty for any failure.

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8.3.7. Before starting a parking, the user has the possibility to set an expiry warning to indicate to themselves when they are likely to leave the parking space, to help avoid any overpayment in the event of failure to stop parking. The 'Unique Warning' can be switched off at any time after the parking has been started.

8.3.8. In the case of street parking spaces, free parking spaces are not visible. Users may park anywhere in the relevant Zone, provided they comply with the applicable traffic regulations.

8.4. EV charging

8.4.1. By clicking on the 'EV charge' tile of the main screen, a map of electric charging points is displayed. The user will be able to manually search for a recharging point by moving the map.

8.4.2. By clicking on the 'Search' icon on the map with electric charging points, the user can enter the exact destination address that will appear on the map with yellow pin after the search. You can contact recharging points close to the indicated destination by moving the map.

8.4.3. By designating the charging point on the electric charging map, the most important information is displayed at the bottom of the screen: Name of recharging point, exact address of the recharging point, opening hours, number of free charging heads available, type of connector, maximum charging power available at the recharging point, minimum amount for charging (in selected currency /kWh), air distance of the recharging point to the current position of the user. Clicking on the 'Select' button opens the charging point's data sheet with detailed information on the charging point: the air distance of a recharging point that opens a navigation application outside an application; keeping a recharging point open; its exact address; and a list of charging heads available at the recharging point. Charging heads are shown horizontally in a scrollable list, pre-arranging the charging heads that are available. Each charging head displays the identification of the four-digit charging head without registration, the name of the charging head, the type of connector, whether there is a cable on site, the power of the charging head, the charging fee and the convenience fee (and in case of Roaming, the activation fee, if any).

When a roaming charging point is selected, the following information is displayed: the name of the operator managing the charging point, the address of the charging point, its aerial (straight-line) distance, opening hours, the number and types of available connectors at the charging point. For each connector type, the maximum available charging power and the minimum charging fee are shown. If the operator sets the pricing based on multiple factors, the application displays a combined price, which can be clicked to view a breakdown of the charges (e.g., activation fee, parking fee).

By selecting the charging point, the Roaming charging point's information page opens, which includes the aerial (straight-line) distance, the operator's name, the exact address of the charging point, opening hours, and a horizontally scrollable list of available connectors at the charging point. For each connector, detailed pricing is displayed, which may include the following items: charging fee (based on kWh or time), parking fee, activation fee, and convenience fee.

8.4.4. The pins for charging points are displayed on the map according to the current state of the recharging point as follows: purple pin, if the recharging point is available at a given point in time; if the charging point has been manually selected by the user on the map, the pin will be black; if, for any reason, the recharging point is not in operation at that time, it shall be visible in grey. The pins for charging points are displayed on the map with one, two or three lightning bolts, indicating the highest power charger available at the recharging point.

For roaming charging points, the pins appear in light purple on the map. When a roaming charging point is manually selected, the pin also turns black. Roaming charging points also use the 1-2-3 lightning bolt indicators, based on the highest available charging power.

8.4.5. It is possible to use the filter function on the electric charge map. During filtering, the type of connector, the minimum capacity of the charging head, the availability of an on-site charging cable may be specified, that only those chargers that are operating at the given time will be displayed and its availability is not restricted (accessible to anyone). The set filter parameters will be saved and applied when the application is reopened.

A "Parkl-only chargers" filter option is also available among the filters. This filter is turned off by default, so all available charging points — both Parkl-operated and Roaming charging points — are displayed on the map. If the User activates this filter, only charging points operated by Parkl will be shown on the map, and Roaming charging points will not be displayed.

8.4.6. By clicking on the green list icon on the electric charging map, you will see the nearby charging points in the list format. The list contains charger roaming points as well. The user can return to the map view by clicking on the map icon at the bottom of the screen.

8.4.7. The Parkl system does not provide for the reservation of charging heads, so the provider does not guarantee to the user that between the selection of the charging head by the user and the start of actual charging no other User will occupy the charger.

8.4.8. Upon arrival at the recharging point, the user will be able to start and manage the charge using the Parkl application. By clicking on the corresponding main screen EV charge tile, in addition to

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the data of the charging point, the data needed to start charging will be displayed: The 'vehicle' field is prefilled by default with the vehicle marked as favourite, but clicking on the vehicle to list the previously registered vehicles from which the vehicle to start charging can be selected, as well as the possibility to add a new vehicle; The 'Payment Method' field is uploaded by default with the favourite bank card, but clicking on the card to list the previously registered bank cards from which you can select the card to start the upload, and you can still register a new card.

If the User has no bank card registered, the "Payment Method" field on the main screen will display "Not provided," and the "START" button will be inactive. In order to use the Service, registering a bank card is mandatory, which can be done by clicking on the "PAYMENT METHOD" / "NEW PAYMENT METHOD" option.

In case the user has set the VAT account claim in the profile, the billing name will be displayed on the start screen. If the user does not wish to do so, this line will not appear in the table.

By selecting the correct one from the list of chargers, you can start the charging process by clicking on the "Start" button. For Company Service, the Individual Listed user can perform the Charging Start by following the steps described above by clicking on the 'Fleet main screen' EV charge tile.

8.4.9. By clicking on the charger head button on the main screen, it is possible to provide a four-digit identifier for the charger head installed on Parkl locations, which allows starting for that charging head. The start-up data are as described in 8.4.8.

8.4.10. The user shall ensure that the electric vehicle they use for charging complies with the relevant international standards, in particular IEC 62196 and IEC 61851. Furthermore, it is the responsibility of the user to verify that the charging cable they use is properly certified by the manufacturer and that it is in a non-destructive condition.

8.4.11. Before starting charging, the User is obliged to visually inspect the cables and connectors used for charging. If any damage, malfunction, or defect is detected, the charging device must not be used, and the Service Provider must be notified immediately. The Service Provider shall not be liable for any damage resulting from the use of damaged equipment.

8.4.12. The User expressly acknowledges that he/she is solely responsible for any damage resulting from the use of an inappropriate, damaged, or faulty charging cable, and that the Service Provider shall not be liable for any damage resulting therefrom.

8.4.13. The User is obliged to ensure that the charging process of the electric vehicle starts and ends properly. To this end, the User must check that they have selected the correct charging head on the charging station and that the charging process has started without any technical problems. If the wrong charging head is

selected or a malfunction in the charging process is ignored, the User shall be liable for any resulting damage or additional costs.

8.4.14. The Service Provider shall not be liable for any direct or consequential damages resulting from a failed charge, including, for example, the costs of transporting a car due to a flat battery and the legal consequences thereof.

8.4.15. The Service Provider shall not be liable for the continuity of operation or availability of charging points provided by partner service providers, or for any service interruptions.

8.4.16. The Service Provider shall not be liable for any damage resulting from the User's improper use of the mobile application, the Electromobility Service, the Roaming Service, or the devices necessary to use them. Similarly, the Service Provider shall not be liable for any damage resulting from the User's failure to carefully select a secure environment for using the service. The Service Provider shall not be liable for any damage caused by viruses, malware, or other similar infections occurring on the User's own computer equipment, including smartphones.

8.4.17. The Service Provider shall not be liable for any damage caused by unavoidable external causes or circumstances beyond the Service Provider's control, e.g. power failure.

8.4.18. The User acknowledges that Roaming charging stations are not operated by the Service Provider, but by the Roaming charging station operator (selecting this option opens the Roaming charging point data sheet, which contains the name of the operator). The Service Provider shall not be held directly or indirectly liable for any technical problems, malfunctions, or failed charging that may arise during the use of Roaming charging stations. In such cases, the User must contact the operator of the charging point directly. When charging via roaming charging stations, the Service Provider acts solely as an intermediary; the actual provider of the charging service is the operator of the given charging point. The Service Provider shall not be liable for the content of the information provided by the operator of the given charging point (e.g., contact details, customer service, fault reporting). If the User initiates a charging transaction at a charging device operated by an external partner that is not registered in the application (and therefore not identified in the Parkl system), the Service Provider reserves the right to settle the transaction retrospectively at the current average price on a unit price basis.

8.4.19. The User acknowledges that charging performance is influenced by a number of factors, so the maximum charging performance indicated in the application may vary. This depends in particular on the type of vehicle connected and the type of charging cable used, as well as the temperature and charge level of the battery.

8.4.20. The charging process in progress can be found on the corresponding Main Screen "EV CHARGING" tile with the name of the charging point and the power consumed. Clicking on this

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tile opens a page with details of the current charging session, including the name of the charging point, detailed charging information, the time elapsed since the start of charging, the estimated charging fee, the vehicle, the current price, and the convenience fee. Details of the ongoing parking session are available on the "TRANSACTIONS / ACTIVE" page by clicking on the "CURRENT CHARGING" card.

8.4.21. The charging transaction may be completed by pressing the "STOP" button on the "ongoing charging" screen. Upon termination of the charging process, the charging details and the amount paid and deducted from the specified bank card shall be displayed on the screen, and the User shall receive the corresponding receipt by email without undue delay. The application displays the last 20 charging transactions in chronological order under the "TRANSACTIONS" menu item. The Service Provider shall issue an electronic Receipt for each successfully completed electric charging transaction, which shall be sent to the User by email following completion of the transaction and, subject to the limitations set out in these GTC, shall also be made available in the User's account. The User shall be responsible for retaining the electronic Receipts sent to them.

8.4.22. The Service Provider shall not be obliged to prepare, upon individual request, any aggregated cost statement, annual financial summary, or any other report beyond transaction-level data for the User retrospectively – in particular with respect to a previous calendar year. In the case of charging at Roaming charging points, payment may not in all cases be processed immediately, but may instead be settled on a deferred basis. Following the use of the Service, the payment transaction shall be processed and settled no later than within 90 days from the date of the charging. The User acknowledges and accepts that the payment obligation may be recorded and invoiced with a time delay based on the data provided by the Roaming partner. In the "TRANSACTIONS / HISTORY" menu of the mobile application, transactions for which settlement is still in progress and pending feedback from the Roaming partner shall be displayed with an "unsettled" status. The User shall have no further obligations in relation to such transactions; once the necessary data is received from the Roaming partner, the transaction shall be charged automatically.

8.4.23. Completed Chargings can be viewed by the User at any time under the "TRANSACTIONS / HISTORY" menu item.

8.4.24. The charging point may only be used during the charging of the electric vehicle. Once charging is complete, the User is obliged to leave the charging point immediately. In the event of unreasonable or disproportionate occupation of the charging point, the Service Provider is entitled to charge an additional fee or take other measures (e.g., charge the User for the parking costs incurred).

8.5. Search for a local indoor car park

8.5.1. Clicking on the indoor parking tile of the main screen displays a map of indoor parking spaces. The user will be able to manually search for a parking space by moving the map.

8.5.2. By clicking on the 'Search' icon on the map containing the indoor parking spaces, the user can enter the exact destination address, which, following the search, will appear in a yellow pin on the map. By designating one of the parking spaces closest to the designated destination, the application will draw a footpath between the destination and the parking space and estimate walking.

8.5.3. By designating the parking space on the Indoor Parking map, the most important information is displayed at the bottom of the screen: Name of the parking space, exact address of the parking space, opening hours, parking hourly rate, number of free spaces available in the parking space, air distance to user's current position. Clicking on the 'Select' button opens the parking space sheet with detailed information on the car park: The air distance of the parking space, which opens a navigation application outside the app, shows the number of free spaces available in the parking space; parking space description; opening hours; and pricing information.

8.5.4. The Parking Pins are displayed on the map according to the current status of the Parking Lot as follows: purple pin, if at a given time; if there is no more space available in the Parking Space, the Pin is in purple and the text 'FULL' is displayed in lighter colour; if the Parking space is manually selected by the User on the map, the pin will be black; if the Parking Space is not operational at the time for any reason, they are shown in grey. The Parking Fee for Parking is displayed on the Parking Pin. In the event that an electric charger is available at the Parking Lot, this is indicated by a lightning signal on the pin.

8.5.5. The Parkl system does not allow for the pre-booking of the General Parking Space in the case of General Parking Space (including in the case of pass purchase), so the Service provider does not guarantee to the user that between the selection of the parking space by the user and the start of the actual parking, no other user can book that parking space.

8.5.6. Private parking space is only available in certain locations, depending on the individual decision of the Partners, they are always included by the provider in the Parkl application and can be accessed by the Individual Listed user via the 'OFFICE main screen' subject to eligibility.

8.6. Reservation of private parking space

8.6.1. The private Parking space is booked using the 'OFFICE main screen' parking button. The button will appear on the main screen with the privilege management (only if the function is included in

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the Company Contract). The location (if the company has more than one establishment), the booking date and the vehicle must be specified in the Booking Information Sheet. If the user has incorrectly entered the registration number, it can only be corrected by cancelling the reservation and initiating a new reservation. The reservation of the private Parking space is possible by clicking on the 'Reserve icon, creating an individual contract which is also visible under the section 'Transactions/Reservations' and the 'OFFICE main screen'. The provider does not send a separate confirmation of the creation of the reservation, which can always be traced in the Parkl application.

- 8.6.2.** All subsequent reservations initiated by the user can be seen under the section "Passes/Reservations", here you can see the name of the parking space, the scheduled time of arrival, the intended departure time and the vehicle. You can open a barrier from the Details page by clicking on the Indicate button.
- 8.6.3.** If the User wishes to end the Parking Time earlier and thus close the active parking, by leaving the Private Parking Space by car, the Parking Time will automatically end, even if the reservation was made for a longer period. If you wish to extend the Parking time, this can only be done during the active Parking time via the Parkl app. If you wish to change the location of the Private Parking Space after booking, this can only be done by cancelling the booking and initiating a new booking, only before the start of the Parking Time. After the start of the parking period, the new Private Parking is considered a new, additional reservation.
- 8.6.4.** The user has the right to cancel their reservation before the start of the parking time or, if the user did not appear at all in the parking space, during the active parking time in progress.
- 8.6.5.** If the user does not start parking within 15 minutes of the start of the booking period, the provider shall be entitled to cancel the reservation of the user and make the parking space available to another user. In such a case, the Service Provider shall not be liable to the user of any liability for damages, compensation or indemnity.
- 8.6.6.** The Service Provider reserves the right to cancel a reservation for a given Assigned Parking Space at any time for any reason, or to make it otherwise unavailable, excluding, by definition, active parkings currently in progress, without further compensation, reimbursement or other obligation, upon prompt notification to the User. In this case, the User Account will indicate the "cancelled" status and the date of cancellation next to the respective reservation. In this case, the User is not obliged to pay a parking fee.

9. Start Parking

- 8.7.1.** Upon arrival at the site, if a free parking space is available, the user shall be provided with a valid reservation to a General

Parking Space or, depending on the location of their choice, a Private Parking Place, which is authorised in the Parkl application to access the car designated for that parking, to handle the barrier or parking barrier and to park their car as set out in section 8.7. If a user wishes to use a general parking space, they can do it by opening the barrier by means of the Parkl system with their passenger car set for that parking directly in front of the barrier closing the general parking space concerned.

- 8.7.2.** The parking time is indicated on the Parkl application screen by a counter dial from the opening of a barrier or other type of gate.
- 8.7.3.** A user can only control parking in the Parkl application through their own user account, and only one parking can be controlled at the same time as a User Account. Otherwise, the provider shall have the right to refuse the Service in the event of any further reservation active at the same time.
- 8.7.4.** Upon arrival at the site, the Parkl application allows you to use the "quick start" feature. On the main screen, there is the nearest parking space in the lower part of the indoor parking tile (the 'fast start' part) where they are present. Clicking on this will open the parking space sheet, which contains detailed information on the car park, as well as the details required for the start of Parking.
- 8.7.5.** In other cases, upon arrival at the location, as described in Section 8.4, after selecting the Parking Space, the User is provided with the opportunity to manage the Parking Space's Barrier or other type of Gate using the Parkl application. By clicking on the Indoor Local Parking tile on the corresponding main screen, in addition to the Parking space data, the data required to start Indoor Local Parking will be displayed: By default, the 'VEHICLE' field is filled with the vehicle marked as favourite, but by clicking on the vehicle, we list the vehicles already registered, from which you can select the vehicle you need to start parking, and it is also possible to add a new vehicle; By default, the 'PAYMENT METHOD' field is filled with the bank card marked as favourite, but by clicking on the card, we list the bank cards already registered, from which you can select the card required for parking start-up, and it is also possible to register a new card. If the User has no bank card registered, the "Payment Method" field on the main screen will display "Not provided," and the "START" button will be inactive. In order to use the Service, registering a bank card is mandatory, which can be done by clicking on the "PAYMENT METHOD"/"NEW PAYMENT METHOD" option.

In case the user has set up the VAT invoice request in the Profile, the billing name will be displayed on the startup screen. If the User does not request this, this line of the table will not be displayed. If there is a possibility to purchase a Pass at the Parking place, it can be accessed by scrolling to the bottom of the screen.

By clicking on the "Start" button on the Parking page. Prior to this, the User cannot open the Barrier or the Parking Barrier. In the case of Company services, the Individual Listed User may open

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the Barrier or other type of Gate or start parking by following the steps described above by clicking on the 'FLEET MAIN PAGE' Indoor local parking tile.

8.7.6. The opening of a barrier or other type of Gate is not always linked to a range, so it is the sole responsibility of the user to open the barrier or parking barrier only if they have actually arrived at that parking space. In some locations, if the user is not close enough to the Gate with their car, the Parkl application is warned of this, and the barrier does not open until then.

8.7.7. In the case of parking for a general parking space, the barrier can, by definition, be opened using the Parkl application upon arrival at the gate. In the case of an activated instant parking function, the barrier will only open if the passenger vehicle arriving to the barrier has the same number plate as the one recorded in the Parkl system

8.7.8. In some Assigned Parking Spaces with Barriers, especially where several Barriers protect the parking spaces, the Parkl application may ask the User to enter the code shown on the Barrier or to access the specified Barriers upon entry. From the options offered, the User must select the code of the Barrier that they can see, thus certifying that they are in the right place. If the Parkl application does not ask the User to enter the Barrier Code or if it is an Assigned Parking Space with Parking Barrier, it is the User's duty and sole responsibility to make sure that they are at the place corresponding to their reservation. By clicking on the "Start" button on the Parking page. Prior to this, the User cannot open the Barrier or the Parking Barrier. In the case of company services, the Individual Listed User may open the Barrier or other type of Gate or start parking by following the steps described above by clicking on the 'FLEET MAIN PAGE' Indoor local parking tile.

8.7.9. The service provider shall not be held liable, either directly or indirectly, if a third party is staying or not leaving the parking space for any reason, and if, for any reason, the user does not use the Parkl system in accordance with the provisions of this GTC including if they are in a bad location, they cannot access the parking space or leave it once the parking time has expired.

8.7.10. Under no circumstances shall the provider be responsible for whether the parking space is accessible, in normal condition or whether it has appropriate parameters in the parking property concerned.

8.7.11. Where a Company Service is used, the Service provider shall under no circumstances be responsible for whether the Individual Listed user is parked at the expense of the Company user in a parking space or during a parking period authorised under a Specific Agreement between them. If the Unique Listed user is not parked in the Company Service parking space or during the parking period, the Company user shall pay the Service provider the same cost. Any disputes arising from this shall be settled between the Company user and the Liable/Obligated User.

8.7.12. If, during the ongoing parking, the Individual Listed user is confronted with the fact that they are not parked in a parking space or during a parking period authorised by the Company user, the Liable/Obligated User shall bear the cost of the incorrect choice, under no circumstances shall it be charged to the Service provider or the Company user and, in any event, shall not be charged by the Liable/Obligated User to any dispute between the Parties.

8.7.13. By opening the Barrier or any other type of Gate, the User may park their Vehicle at the Assigned Parking Space until the end of the reservation period or, in the case of a General Parking Space, until the valid exit from it, this is the period of active parking. An Individual Contract entitles the User to a single entry. Therefore, during the period of active parking, the User is not entitled to enter or exit several times. The in-progress parking can be found on the corresponding Home screen Indoor local parking tile with the name of the Parking place and the estimated Parking fee. Clicking on this part of the tile opens the page with the details of the active parking, on which you can find the name of the parking lot, the detailed information of the parking lot, the date of entry, the estimated parking fee, the vehicle, the parking position, the time elapsed since the beginning of the parking, the current price and the convenience fee. The details of the active parking are available on the Transactions/Active page by clicking on the active parking card.

8.7.14. During the active parking period, the user shall have the exclusive right to use the parking space and during this period neither any other user nor any Partner or Service provider shall have the right to stay in the parking space, except that the service provider and Partner shall have the right to prevent and control disruption at any time.

8.7.15. During the parking time the User is fully responsible for their own activities and is obliged to preserve the parking space and all technical equipment related to the Service, as well as any other motor vehicles, movable and immovable property present therein, from damage or distress, and to act with the care normally required in the particular situation and to take all appropriate measures to avoid them.

8.7.16. The user shall not perform or have any alterations to the parking space.

8.7.17. The service provider will make every effort to ensure that the infrastructure connected to the Parkl system (in particular the barrier, parking barrier and opening device) functions properly and is suitable for its intended use, but the parking spaces are not under constant surveillance, so that a structure may have been damaged or damaged during previous use and is therefore unfit for normal use and the provider does not yet have information on it. If the infrastructure related to the Parkl service is unsuitable for its intended use, the user shall not use it or shall immediately notify the Service provider by email or telephone.

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The user shall, where possible, confirm the reason for unusability by means of a photo.

8.7.18. If any technical problems related to the Parkl system arise, the HELP button is available from the Parkl application to get information on how to use the Service or to call the service provider helpdesk by clicking on a single button.

8.7.19. The user shall immediately inform the provider by email or telephone of facts and circumstances which do not affect the intended use, but which impede regular use, in order to enable the provider to become aware of the existence of damage, vandalism, littering or otherwise harmful acts and to identify the person causing the damage, and to take any other action justified under the GTC and legislation. The user shall, where possible, provide photographic evidence of the reason preventing the intended use.

8.7.20. In the event of the parking space not being used for its intended purpose or any other reason that prevents actual parking, the provider shall primarily provide the user with another parking space (backup-parking space) after having been certified by the user as being unfit for the intended use. However, the user is not obliged to use the Parking Area as defined in this way. If it is not possible to provide a replacement parking space, or if it is not located in the same parking area as the address in question, and the additional parking space offered to the user at the nearest location to the original address is not suitable or otherwise does not accept it, User shall leave that parking area. This ends the parking time and the service provider with no additional liability to the user for compensation, reimbursement or any other obligation.

8.7.21. Active parking is validly closed if the User actually leaves the Parking Space in accordance with the provisions of point 8.8 with their currently used Passenger Vehicle. In the case of an assigned parking place, if it takes place later than the pre-booking, possibly extended by the User, the actual time of departure shall prevail.

8.7.22. Depending on the time calculated by the Parkl system on the basis of the actual parking time in each case, the parking fee indicated continuously in the Parkl application becomes payable when the parking is closed, which is automatically deducted from the specified card. The user expressly consents and authorises the provider to deduct the parking fee from their bank card without further warning. The terms and conditions for the payment of the parking fee are set out in detail in section 8.9.

8.7.23. Upon termination of the parking, the parking details and the amount paid and deducted from the specified bank card shall be displayed on the screen, and the User shall receive the corresponding Receipt by email without undue delay. The application displays the last 20 parking transactions in chronological order under the "TRANSACTIONS" menu item. The Service Provider shall issue an electronic Receipt for each successfully completed parking transaction, which shall be sent

to the User by email following completion of the transaction and, subject to the limitations set out in these GTC, shall also be made available in the User's account. The User shall be responsible for retaining the electronic Receipts sent to them.

8.7.24. The Service Provider shall not be obliged to prepare, upon individual request, any aggregated cost statement, annual financial summary, or any other report beyond transaction-level data for the User retrospectively – in particular with respect to a previous calendar year.

8.7.25. Closed parkings can be viewed by the user at any time in the section 'Transactions/History'.

9.1. Leaving a parking space

8.8.1. At the end of the parking, the User is obliged to leave the Parking Space in a proper, intended condition, accessible to other Users, empty, clean, free of garbage, and immediately to close the Parking Time with the Parkl Application. The User acknowledges that in the absence of this, the Service Provider or Partner is entitled to have the Passenger Vehicle used by the User transported in case of irregular stay, in order that the Service may be used for Parking Space by other Users without hindrance. Any costs related to transportation shall be borne by the User and shall be deducted directly from the User's default bank card. If the User does not comply with the rules of the Parking Space, prevents its proper use by other Users or other motorists and does not leave it in accordance with the contract, it shall be considered a serious breach of contract, and the Parking Fee actually payable shall be calculated on the basis of the duration of the stay with the actual Passenger Vehicle, with the proviso that in principle, the fee of the minute of any non-intended stay or in a payment scheme otherwise determined by the Partner, e.g. in the case of billing based on half an hour, hour, day, etc., shall be doubled.

8.8.2. The user shall be free to determine the date of departure of the general parking space or of the On-street Parking Space.

8.8.3. Leaving the Parking Space is considered to be proper if the User has opened the Gate with the help of the Parkl application and has properly left the relevant parking property with their Passenger Vehicle, has used the Parking Space properly, has not damaged it and has duly fulfilled all related contractual obligations. In the case of a street parking place, the proper leaving means leaving the given parking place in compliance with the rules governing the order of traffic.

8.8.4. If the User fails to leave the Parking Space properly, the Parking Time will not be closed by the expiry of the maximum period of 7 days at the latest, and the Service Provider shall be entitled to demand the Parking Fee in accordance with point 9 until the proper leaving is completed or the Parking Time is properly closed, and the User shall bear the risk and liability under the GTC until then. In the event of such failure at a Street Parking place, the amount of the fine that may be imposed by the relevant authorities

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on the basis of the relevant legislation shall be the relevant one, and the Service Provider shall not require any related consideration from the User.

8.8.5. In the event that the Gate cannot be properly closed due to failure or damage, the User shall immediately notify the Service Provider by phone or email and wait for the related action of the Service Provider, except in the case of personal injury requiring immediate medical care. In the absence of this, it is the User's own risk when the Parking Period actually ends in the Parkl system.

8.8.6. In the case of on-street parking, the Service Provider shall inform the User via the Parkl application of the expiry of the maximum parking duration applicable to the relevant Parking Zone. Any restart thereof, where necessary, shall in all cases be the responsibility of the User, and may be carried out manually or automatically, provided that the User has previously expressly enabled such function in the Parkl application.

9. Service fee: parking fee

9.1. The User is obliged to pay a parking fee for the Service mediated by the Service Provider. In all cases, the Parking Fee will be invoiced on the basis of a previously specified, individually determined, in principle minute-based, or other payment structure, e.g. half an hour, hour-based daily or dynamic daily (day-to-day variable fee), etc. calculation provided by the Partner.

9.2. For street parking spaces the basis of calculation of the parking fee is different in principle from that set out in point 9.1, in all cases:

- a) a minimum parking fee in accordance with the parking Zone established by law, corresponding to the parking space, or
- b) parking fee at the statutory rate corresponding to the parking period and location or according to other regulations will be invoiced as a basis.

9.3. In all cases, the parking fee shall be set by the Partner, and the provider shall not be responsible for the establishment and the level of the parking fee. The service provider shall not have the right to unilaterally modify the tariff granted by the Partner. At any time the partner has the right to unilaterally change the tariffs it applies to, and the service provider shall not be liable as an intermediary in respect of that tariff. Only for the future, after the user has been informed in advance of the update of the tariffs for the parking space and the subsequent acknowledgement by the user of an individual contract and does not affect parking already in progress.

9.4. With the exception of street parking places, the first 10 minutes of parking time is generally free of charge (but this may be modified for different locations according to Partner's needs). Within this period, the user can use the parking space free of charge but must leave it until the end of the free parking time. If they do not do so, then, but retroactively, the calculation of the parking fee begins to run. In the case of a parking space on the street, the calculation of the parking fee starts with the launch of the parking in the Parkl app. Depending on the Partner's choice, the first hour may be free of charge in some parking spaces. The amount of the parking fee

can be monitored on the parking time screen on a preliminary hourly estimate as shown in the parking space data sheet and during the parking time period. If the user leaves the designated parking space earlier than indicated in the booking period, the parking fee shall remain payable for the entire booking, irrespective of the time actually used. The User acknowledges that, with the exception of on-street parking, the Service Provider shall be entitled to supplement the Parking Fee on a per-occasion basis with the minimum off-street parking convenience fee, irrespective of the actual duration of the parking. The amount of such off-street parking convenience fee is determined and updated in the Parkl system. The off-street parking convenience fee is non-refundable.

9.5. In addition to the parking fee the service provider is entitled to charge a fixed convenience fee indicated in the Parkl system and payable once per parking, per charge and per motorway vignette.

9.6. The end of the parking time is also the end date of the calculation of the parking fee and the due date for payment of the fee. The individual contract shall be deemed to have been performed and terminated upon payment of the relevant parking fee in accordance with the contract. The fee for the service provided by Parkl is payable in a lump sum.

9.7. The user hereby expressly and irrevocably mandates and authorises the provider to automatically deduct the parking fee including any other related payment obligations through the mediation of the SimplePay Online Payment System via their specified bank card when it is due. The mandate and authorisation shall be expressly accepted by the service provider.

9.8. The parking fee is paid in Hungary's legal currency, Forint (HUF), and the prices are the gross prices payable by the user in the market.

9.9. The parking fee may be paid individually for each parking or parking pass purchase or coupon. The use of a coupon in the Company Service is not possible. The use of a pass is possible in accordance with the Specific Agreement with the Company user in accordance with the provisions of the CCT.

9.10. If the Service Provider has provided the User with a Coupon in the framework of any promotion, electronically or otherwise, it shall inform the User thereof by push message through the Parkl Application. In such cases, upon the first use of on-street parking, off-street parking, or a public charging point within Parkl's own charging network following the allocation of the Coupon, no separate individual payment transaction shall be carried out, up to the value of the Coupon, in accordance with the provisions of this Chapter. If the User has a Coupon registered in the Parkl system, the Coupon will be automatically validated in respect of the relevant Parking Fee or Charging Fee upon the completion of the first subsequent parking or charging, regardless of its actual value. If the Parking Fee or Charging Fee is lower than the value of the Coupon, the remaining value cannot be used for new parking, so it is not possible to exhaust the Coupon gradually, it can only be used once and cannot be stored, so that it may be validated for a

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later parking or charging. If the relevant Parking Fee or Charging Fee exceeds the value of the Coupon, the relevant Coupon Value shall be duly included in the Parking Fee or Charging Fee and the individual payment transaction shall be made for the excess in accordance with this chapter. Only 1 (one) Coupon may be used per parking lot. The Parkl system stores the used Coupons, which can be seen by the User in their account.

- 9.11. Service user must pay in the form of an online payment through the mediation of the SimplePay Online Payment System operated by OTP Mobil Kft. in accordance with the following operational principle:

Recurring payment by bank card (hereinafter: 'Recurring payment') is a function associated with the acceptance of a bank card provided by SimplePay, which means that the bank card details provided by the Buyer in the course of the registration transaction can be used to initiate new payments in the future without re-entering the bank card details.

In order to be able to use the Related Payment, by accepting this declaration, you agree that subsequent payments initiated in this webshop www.parkl.net after the successful registration transaction are made by the Trader without re-entering bank card details and without your consent per transaction. Note(!): bank card data are processed in accordance with card company rules. Neither the Trader (Service Provider) nor SimplePay has access to the bank card details.

Repeated payment transactions initiated incorrectly or unlawfully by the Trader (Service Provider) are directly liable to the Trader, and any claim against the Trader's (Service Provider's) payment service provider (SimplePay) is excluded.

I have read, acknowledge and accept this factsheet

- 9.12. The provider assumes no responsibility for the services provided by the provider of finance services.
- 9.13. The Service Provider reserves the right to retroactively enforce any outstanding charges against the User within the general limitation period provided by Hungarian law— i.e., within 5 (five) years — in the event that any fee, fee component, or consideration for services has not been paid due to technical error, billing error, or other similar reason. The Service Provider may collect such outstanding amounts by charging the payment card or other payment method previously provided by the User.
- Upon the User's request, the Service Provider shall provide a detailed statement of the retroactive charges, along with the justification thereof.
- 9.14. Payment of the parking fee becomes valid and settled by crediting the provider's account. If the user contests the amount of the parking fee that has been automatically deducted, he may send an email to the provider at help@parkl.net within 8 calendar days of the payment, together with a detailed statement of reasons and supporting evidence for the substantive objection, justifying the facts and circumstances constituting evidence of their claim. In the absence of any substantive objection, the parking fee applied shall

be deemed adopted by the user and may not be disputed further. In case of contestation, the provider will contact the user immediately to resolve the dispute as soon as possible.

- 9.15. The Service Provider shall send a receipt and/or an e-invoice for the paid Parking Fee to the e-mail address belonging to the User Account, depending on the setting in the menu item 'PROFILE'. The Service Provider shall not be liable if the provided e-mail address is not live, incorrect or does not belong to the User, or if the receiving party's mailing system places the e-mail containing the e-invoice among the spam, or does not display it at all. In the case of use within the framework of Company services, the Individual Listed User will only receive an e-mail notification of the termination of the Individual Contract, and the receipt and invoice will then be received by the Company User, based on the company payment method of their choice.
- 9.16. After using the Service, when the Parking Fee is due, it will be automatically deducted from the User's bank card, and at the same time it will always be automatically generated on the server of the Parkl system per e-receipt parking, which Service Provider will immediately send to the e-mail address provided by the User with formatted .txt content. This.txt file is stored and archived in the NETLOCK system of the service provider as a duplicate in .pdf format.
- 9.17. If the User requests a VAT invoice (e-invoice) in addition to the e-receipt, they can request this for the future by activating the function in the "INVOICING" menu item, following the request for their actual parking sessions. This function is only available if the User has provided their name and permanent address in their User account, or, in the case of a legal entity, their company name, registered office, company registration number, and tax number. The Service Provider shall issue the invoice in all cases based on the data provided by the User in their User Account. The User is responsible for the accuracy and completeness of the billing data provided. The system transfers the User's billing information, parking data and amount to the számlázz.hu server, where the system calculates the amount to be invoiced on a monthly basis based on the parking data, and the relevant VAT invoice is automatically issued once a month via the számlázz.hu web service and returned in .pdf format to the Parkl server. in pdf format to the Parkl server.
- 9.18. The issued e-invoice is automatically sent once a month in the form of a summary invoice by the 10th day of the month following the reference month to the User by e-mail and is stored on the Parkl server in .pdf format and on the szamlazz.hu server. The User expressly agrees that the invoice for the parking services used in the reference month shall be issued and sent to them as a summary invoice on a monthly basis, and acknowledges that the Service Provider is entitled to issue the invoice and to manage and control the payment of the consideration upon the express mandate and authorisation of the Partner.

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- 9.19.** The User is obliged to provide, at all times, on the bank card set as default for the given parking, adequate coverage for the fee and other possible payment obligations of the Service used, failure to do so shall be considered a serious breach of contract and the User agrees and acknowledges that the Service Provider shall use all available legal means to ensure the contractual payment of the Parking Fee.
- 9.20.** If the bank card specified by the User in the Parkl application as debitable in relation to this GTC or the Individual Contract in question does not provide adequate coverage for the contractual settlement of the Parking Fee or any other payment obligation, so it is not possible to settle them when due and the User is in a delay exceeding 15 days in fulfilling their payment obligation and does not fully comply with his payment obligation within 5 days after the Service Provider's written request, this shall be considered a serious breach of contract. In such a case, once the parking has been completed, the payment will be placed in a list of 'UNSETTLED TRANSACTIONS' accessible from the Home screen. In the event of a debt, the Home screen will be displayed as 'INCOMPLETE PAYMENT', and all functions will be deactivated until the debt is settled. By clicking on the 'VIEW' button, the User can access the 'UNSETTLED TRANSACTIONS' page, where they can start the debt settlement process.
- 9.21.** If the respective Partner of the provider allows, the user shall have the right to purchase a ticket through the Parkl application for a specific location or, where appropriate, for multiple sites, which entitles them to use parking spaces in the specified location(s) under the terms specified by the Partner. The Parkl application will be duly indicated if the purchase of a possible pass and the specific terms/conditions for the specific location are also available through it. In the case of the use of a Pass, payment of the fee predetermined by the Partner shall be made in advance through the Parkl application and, in a transaction, the user shall be entitled to use a parking service in the quantity, duration and location specified by the Partner. In such a case, no individual payment transaction will be made for each parking.
- 9.22.** The Service Provider is entitled at its own discretion to deactivate the User in the event of non-payment, regardless of the actual duration of the payment delay, without any further warning or justification, without any obligation to compensate, indemnify or otherwise reimburse until the full payment of the due Parking Fee plus the statutory default interest, regardless of any other legal consequences the Service Provider may apply to the User as a result of the delay.
- 9.23.** The User expressly and irrevocably entrusts and authorises the Service Provider to issue an order to debit the relevant bank card of the User through the payment service provider once a day, for five days during the period of the payment delay, with the amount of the Parking Fee due, plus any interest.
- 9.24.** If under this GTC the user fails to comply with its obligation to pay the parking fee or any other payment obligation in addition to it, including any liability for damages, on the basis of an invoice or a demand for payment issued at the due date, Parkl shall have the right to intervene, directly or through an agent, to settle the debt and to take the necessary measures and pass on to the user the costs incurred.
- 9.25.** The User shall be obliged to pay the Parking Fee, including any other contractual payment obligation arising under this contract that is part of it, without any counterclaim or deduction, excluding the offsetting of a legitimate and credible claim for a pecuniary claim in the case of a User that is a consumer. Offsetting takes place individually in the course of administration following a consumer notification sent to the help@parkl.net email address.
- 9.26.** Downloading the Parkl application is free of charge, but the user must allow in-app purchases in the settings of his mobile phone.
- 9.27.** The provider reserves the right to introduce discounts and promotions, the terms and conditions of which shall be communicated to users through the Parkl system in advance at any time at any time.
- 9.28.** The provisions of this Chapter 10 shall apply in the case of use within the framework of the Company Service, with the exception that the Individual Listed User is entitled to the payment of the Parking Fee at the expense of the Company User in the case of parking in a parking space and parking slot authorised by the Company User after the end of the parking. In the case of use within the framework of Company services, the use of the Pass is possible on the basis of an individual agreement as set out in the CCT. The Company User is obliged to pay the Parking Fee within the framework of the settlement system specified in the CCT and/or the Specific Agreement.
- 10. Breach of contract, termination of GTC with immediate effect**
- 10.1.** If the Service Provider becomes aware that the User's activity is unlawful in any way or for any reason, in particular if it violates the GTC, contract, legislation, official regulations, or other mandatory provisions, or if the User commits an abuse of rights, the Service Provider shall be entitled to immediately, without prior warning, with simultaneous communication of the reasons for the decision, suspend the User's User Account until the violation can be remedied, if it can be remedied or, if the infringement cannot be remedied, to delete it and, if necessary, depending on the severity of the conduct, in particular in the case of a serious breach of contract, to permanently ban the User from the Parkl system at its own discretion. If the permanent ban affects a Corporate User, the Individual Listed User's right to use the Corporate Service shall also be terminated. In case of doubt, the Service Provider shall be entitled to request information from the User in order to clarify the situation in question. The User shall be obliged to comply with the Service Provider's request in this regard.
- 10.2.** Where the provider becomes aware of unlawful conduct relating to the information it transmits or that the information infringes the right or legitimate interest of any person; take immediate action to

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remove the access information or to prohibit access in accordance with point 10.1.

10.3. It is within the exclusive discretion of the service provider and has the power to determine unilaterally which user behaviour it considers to be unlawful where that conduct results in an improper, unlawful or abusive use of the Parkl system irrespective of whether it is expressly mentioned in the present GTC, and the duration of the inactivation, cancellation or possible refusal of access to a given infringement.

10.4. The partner shall have the right to transport the passenger car of the user in breach of the contract immediately from the assigned parking space, if the unlawful or in breach of the contract is related to the actual, ongoing or non-contractually closed parking activity of the user and the user does not, despite being requested to do so, cease the relevant conduct and most effectively remedy the carriage of the passenger vehicle concerned. At all times the user shall bear the costs of transport, which is automatically deducted from the default bank card, and the provider shall also be entitled to bring any relevant legal consequences against the user of the passenger vehicle transported, including any claim for damages.

10.5. The user explicitly acknowledges that during the inactivation, regardless of the other legal consequences imposed on them by the provider in the event of a breach of contract on which it is based, the user is not entitled to use additional parking services, i.e. to initiate a reservation for parking or to start a new parking on the basis of a valid reservation or without reservation. The Service is suspended for the user concerned. When deactivation is terminated, i.e. the user content of the account is re-accessible to the user once the user account has been revived, the provider is entitled to demand a gross re-registration fee of HUF 5000 (or the equivalent amount in another currency based on the User's credit card) from the user which was automatically deducted from the default bank card by re-activation.

10.6. The cancellation of a user account constitutes a termination of the GTC with immediate effect. In such a case, the GTC shall cease to exist between the Parties, with the exception of provisions which, by their nature, remain in force. An account cannot be deleted if active parking is ongoing, or due payment obligations have not been honoured, during the period of delay.

10.7. If a user account is deleted, all content of the account, including profile data, will be automatically deleted in accordance with the Privacy Policy. In case of cancellation, user bookings that have not yet started will also be automatically deleted. It is not possible to reset the content of the deleted account, you can only start a new registration.

10.8. In the event of a permanent ban, the user will no longer be entitled to use the Parkl system under any circumstances.

10.9. It shall exclude the liability of the provider for any damage resulting from, or in any way related to, the inactivation by the provider of a user account or user content resulting from a breach of the GTC or legislation or otherwise in breach of the contract, or from its own authority or request, or from the permanent ban of the user. The

user shall not claim compensation or any other claim to the provider for any damage resulting from inactivation, erasure or refusal of access, but shall be obliged to compensate the Service provider for any damage it may have incurred.

10.10. In particular, but not limited to, the following User conduct constitutes a serious breach of contract:

- The User does not clearly or misleadingly inform the Service Provider about their right or data required for the conclusion of the Individual Contract, including if the data provided by the User proves to be untrue in whole or in part, in particular the following data: is in possession of an appropriate driving licence, authorisation and conditions for driving the Passenger Vehicle which they are driving;
- The user uses the Parkl system improperly, misuses it for fraudulent purposes, uses it to the detriment of a provider or a third party, or in any way causes damage during the use of the Service;
- The extent to which the user does not extend the parking time for the designated parking space in advance, nor does it leave it in conformity with the contract;
- The user does not provide, at any time on the payment card set as default for that parking, a level equivalent to the cost of the service used;
- The user is late in paying the service fee by more than 15 days and does not fully comply with their payment obligation within an additional period of 5 days from the date of the service provider's written request;
- The user loses their pre-existing right to drive as a result of the driving disqualification or withdrawal of the driving licence and wishes to use the Service nevertheless.

10.11. At any time the user shall be able to terminate their user account as specified in these GTC, which constitutes a termination.

10.12. In the event of termination of the GTC with extraordinary termination or cancellation of the account of the user or in the case of a Company Service User, the User shall continue to comply with the contractual payment obligation after and due at the time of termination the date of termination.

10.13. In the event of termination of the GTC by extraordinary termination, all costs, damage and other adverse legal consequences arising from the termination shall be borne solely by the user in breach of the contract.

10.14. In the case of Company Service the Company Service user also has the right to exclude from the company administration system an individual listed user who parks several times at the expense of the Company user in a parking space that does not fall into the parking zone or time slot specified by the Company user or wishes to terminate access rights for the Individual Listed user for other reasons. In this case, the Individual Listed User

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becomes a user and can continue to use the Parkl application only at their own expense.

11. Liability

11.1. Use of the Parkl system

11.1.1. The user uses all the features of the Parkl system under their own responsibility only. The service provider accepts no liability whatsoever for the consequences of using the Parkl system

11.1.2. The service provider is not liable for the performance of the Parkl system and has no responsibility for the results. The partner explicitly acknowledges that the use of the Parkl system does not guarantee the realisation of conditions that are more favourable than the official parking fees, and under no circumstances is the provider responsible for the actual occurrence.

11.1.3. If the Company Service is used, the company user shall be liable for payment, which shall apply even if the Individual Listed user may not choose the parking fee payment method for the account of the Company user in a parking space or parking slot designated by the Company user. The Specific Agreement between the Company user and the Individual Listed user is not regulated by the provider and is governed by an agreement between them.

11.1.4. According to the present GTC Parkl is liable for any damage caused to the electromobility user in the context of the provision of electromobility services, with the proviso that, if the damage is not due to the electromobility service activity of the operator of the electric charging facility, the liability obligation towards the electromobility user does not restrict the further enforcement of claims by the operator of electric charging facilities in accordance with the general rules of civil law.

11.2. Displayed information

11.2.1. The Service Provider shall make every effort to ensure the accuracy and completeness of the content in the Parkl system, but the Service Provider shall not be liable for any damage resulting from any inaccuracy or incompleteness of the data in the Parkl application. It is the User's responsibility to verify the accuracy and timeliness of the information displayed in the Parkl system. The User uses the information at their own risk.

11.2.2. In addition, the correctness, veracity and accuracy of any information or data relating to a user or Partner which is relevant in any way for the performance of this GTC or related to it, in particular but not exclusive is the sole responsibility of the user or Partner at any time (e.g. bank account number). In the event of any change, Partner shall immediately notify the Service provider in writing. In the event of failure to do so, or in the event of any incorrect, untrue or false data or information, all legal consequences shall be borne solely by the User or Partner. Until notice to the contrary is given, the information contained in these GTC and its attachments shall be deemed to be valid and in force and shall not be subject to regular verification by the Service Provider that it is up to date.

11.2.3. User is Liable/Obligated to use the Parkl system for legitimate and legal purposes and manner.

11.3. Technological background

11.3.1. It is the task and responsibility of the User to provide internet access and the necessary tools (hardware and software and their corresponding settings) for accessing the Service. The User shall be solely responsible for the availability and proper operation and use of the IT tools.

11.3.2. The User acknowledges that the Service Provider has no influence on the operation and regulations of the Android or iOS operating systems, and in the event of any change, termination, malfunction, or circumstance that hinders or prevents the use of the Service in any way, the Service Provider does not guarantee the full performance of the ordered Service. Consequently, the Service Provider shall not be liable for the duration of the Play Store and App Store review and approval procedures. The User is responsible for verifying the accuracy and timeliness of the information displayed in the Parkl system. The User uses the information at their own risk.

11.3.3. The user accepts that the provider has no control over the policies and activities of the Play Store or the App Store. In the event of a change in these policies or activities, anomalous operation or any circumstance preventing or impeding the use of the service in any way, the provider shall not assume responsibility for the full performance of the service ordered. The user acknowledges and accepts that, in such a case, they will not be able to claim any compensation, indemnity, reimbursement or other claim from the provider of the service.

11.3.4. Furthermore, the service provider does not guarantee the policy and operation of third-party service providers in any way connected with the use of the Parkl application and any errors resulting from their change, termination or cancellation, or the full performance of the services ordered.

11.3.5. The Service Provider shall not be liable for any unauthorized access to the search or booking history of the Parkl application resulting from inadequate protection of the User's mobile phone, User account, or devices running the Parkl application, unless the damage was caused by reasons attributable to the Service Provider. The User is responsible for ensuring the security of their own devices and access data and bears the risks arising from their lack of protection.

11.3.6. The provider shall make every effort to ensure that the Parkl system functions smoothly, in accordance with the provisions of these GTC, and regularly monitors and updates the Parkl system to the extent possible, verifies the accuracy of the information and data available in it or seeks to protect it against computer viruses or other malware, while the provider does not assume responsibility for the continued, unimpeded, faultless operation and accessibility of the Parkl system and its completeness or fitness for the purpose, for any loss of data for any reason or for any other dysfunctional phenomenon. Dysfunctions include, in

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particular, any technical shutdown, network failure or failure, or damage caused by harmful content, such as viruses, worms, macros, or hacker activities, which become available or placed in the Parkl system. The service provider expressly excludes liability for damage and losses resulting from the direct or indirect use of the Parkl system and the information and content available there, its direct or indirect use, the unusable condition of the Parkl system, its malfunction, failure or ambiguity, or for access and other operational tasks performed by third-party service providers with their assistance. Service provider bears responsibility only if the damage is attributable to the conduct of the Service Provider or its contributor.

11.3.7. Where an electronic monitoring system, other than Instant parking service, is applied in any external or internal area involving, leading to or leaving the parking spaces, it shall be operated exclusively by Partner, at any time in accordance with, and in compliance with, the relevant legal provisions. The partner is fully responsible for the operation of the electronic monitoring system, excluding cameras operated by the provider for instant parking purposes, and under no circumstances is the provider responsible. The data protection provisions governing the electronic monitoring system are contained in the data protection policy of the provider of services.

11.4. Responsibility for the parking service

11.4.1. The Partner shall be solely responsible for the quality of the Service, in particular, but not exclusively, for ensuring the proper use and operation of the Parking Space, for enforcing the rules and regulations applicable there, with particular regard to compliance with the applicable traffic regulations. The Service Provider shall not be liable, either directly or indirectly, for any conduct by the User or Partner that violates or contradicts the GTC or applicable laws and regulations, or causes damage.

11.4.2. During the period of use of the parking space by the user the provider shall not be liable, directly or indirectly, for any breakdown, damage, theft, destruction or any other damage in each vehicle, other movable property, immovable property used by the user or otherwise located in the area where the parking space is occupied. The provider shall not assume any responsibility for personal items left in the parking space.

11.4.3. Given the intermediate nature of the Service, the provider is not responsible for the quality of the parking service provided by the Partner. In the event of any damage suffered by a user or a third party in the course of or in connection with the use of the service, the provider shall exclude any liability in this respect, and the user or any third party shall have recourse only to the Partner. The partner explicitly recognises and undertakes this obligation.

11.4.4. The provision of the safety terms and conditions of the parking service, the safety of life and property and the protection of persons and property shall at any time be solely the responsibility and liability of the Partner, or for their absence or inadequacy, or

for any legal consequences arising therefrom, neither directly nor indirectly.

11.4.5. In view of the nature of the subject matter of the contract, the Service Provider's liability and compliance liability for any third-party claims arising in connection with or in relation to the performance is directly excluded, in all cases the Partner shall be liable to third parties.

11.4.6. The provider does not intervene in disputes between the Partner and the user and the Partner relieves the provider of any claim, demand and liability. If a third party has any claim against the provider in connection with or in relation to the performance, the Partner shall fully release the Provider from any relevant liability, obligation or claim. In the event of any claim against the provider of services, the Partner shall provide the Service provider with all the necessary information or intervene in proceedings against the provider in order to exempt or succeed the provider.

11.5. Liability of Service provider

11.5.1. The Service Provider or its representatives or employees shall not be obliged to bear or reimburse any damages arising from the intentional conduct of the Partner that violates the provisions of these GTC, and the Service Provider shall be liable for the legal consequences of such damages. The Service Provider shall be liable for damages resulting from the negligent conduct of the Service Provider, its representatives or employees only if the occurrence of the damage was foreseeable at the time of the conduct and the conduct violates a material obligation arising from the legal relationship between the User and the Service Provider. In this sense, all obligations set forth in these GTC that are essential to the use of the Service are essential.

11.5.2. The provider shall not be required to bear or to pay compensation for damage caused by circumstances beyond the control of the service provider which could not have occurred at the time the individual contract was concluded.

11.5.3. In the case of an On-Street parking space, the service provider shall not be liable in any way or in any case for any modification of the parking fee resulting from legislative changes, or for the calculation method of the special parking fee in force in the Parking Zone of On-street Parking Space in any event, the user shall verify these.

11.5.4. The Service Provider shall not be liable for damages arising from the erroneous start of parking in the Street Parking Area in the wrong Zone or in any other way. Each time the user is obliged to make sure that the zone number corresponds to their real location.

11.5.5. The Service Provider is not obliged to take part in the handling of damages with the local authorities or with the operators of the General Parking Sites.

11.5.6. The Service Provider shall not be liable for damages incurred by the User as a result of the withdrawal of the Service Provider's right to provide Street Parking, or as a result of the modification, the Service Provider will not be able to comply with its obligations

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under the GTC from the date of the modification. In this case, the Service will cease to be provided on the date specified in the notice.

- 11.5.7.** The Service Provider shall not be liable or responsible for the payment of damages or fines imposed at the Parking Space, either in cash or in time.
- 11.5.8.** The User is obliged to ensure that parking has started and stopped correctly in all cases, and if this is not possible for any reason, the User is obliged to ensure that the applicable parking fee is paid by other means. The Service Provider shall not be liable for any damages resulting from failure to comply with these obligations.
- 11.5.9.** The extent of the Service Provider's liability under these GTC shall in all cases be limited exclusively to the amount actually paid by the Partner to the Service Provider for the ordered Service (service fee payable to the Service Provider), taking into account the amount of the agreed consideration. Parkl's compensation does not cover any lost profits or consequential damages resulting from the damage event.
- 11.5.10.** The limitation of liability shall not apply to the cases specified in Section 6:152 of the Civil Code, i.e. liability for damage caused intentionally or for damage causing harm to human life, physical integrity or health. Otherwise, the limitation of liability under this Chapter 11 reflects the mutually agreed and accepted agreement between the Parties. The Parties expressly acknowledge that the consideration for the limitation of liability shall be taken into account by the Parties when determining the fees, and they agree on the amount thereof in full knowledge of this fact and expressly acknowledge that it is proportionate.
- 11.5.11.** If the User's place of residence or, if applicable, the law of the country of residence, contains further provisions limiting liability that govern the legal relationship between the Parties, then these legal provisions shall apply. , the law of the country of residence or domicile of the User contains further provisions limiting liability that govern the legal relationship between the Parties, then these legal provisions shall apply in addition to, supplementing or, if necessary under the rules of private international law, replacing the liability limitation rules contained in these GTC.
- 11.5.12.** A Party shall not be liable for any delay or non-fulfilment of its obligations under this contract due to an event that the Party could not reasonably avert, provided that both Parties take reasonable measures to minimise or avoid such delay or non-compliance.

12. Force majeure

- 11.6.1.** Force majeure shall mean any unforeseeable and unavoidable external cause beyond the control of the Parties that renders the performance of the contract impossible or disproportionately difficult. Force majeure shall include, in particular, natural disasters, fires, explosions, epidemics, acts of war or terrorism, national or sectoral strikes, and other similar extraordinary circumstances.
- 11.6.2.** In the event of force majeure, the Parties shall immediately notify each other in writing. That notification shall state the exact cause

of the force majeure and its likely impact on the performance of the Agreement.

- 11.6.3.** If force majeure would delay the performance of this Agreement by more than 1 month, the Parties shall record the necessary modifications by negotiation. If these negotiations fail to reach a conclusion within two weeks of their commencement, either Party shall have the right to terminate the individual mandate affected by force majeure with immediate effect.

13. Intellectual property provisions and terms of use for the Parkl system

- 12.1.** The Service Provider explicitly states that it has exclusive ownership of the Parkl software or any copyright, industrial property and related rights attached to all elements of the Parkl system and that no third party has any right to prevent or impede the application of the software or other system components by the user in any respect.
- 12.2.** Under no circumstances shall this GTC affect the intellectual property and the unlimited and exclusive right of use of any intellectual property of the provider relating to the Parkl system and shall remain exclusively owned or used by the provider in any case, and the user shall not acquire any copyright, user, industrial property rights or other rights over the Parkl system either indefinitely or in a limited manner.
- 12.3.** The name and trademark Parkl is protected by industrial property rights and may be used only with the written consent of the provider of services, with the exception of reference.
- 12.4.** The use, processing, copying, adaptation, distribution, reproduction, storage, use in any way, and use of it beyond the purpose of this GTC without the explicit written consent of the right holder shall mean an infringement of copyright (and rights) without the explicit written consent of the right holder.
- 12.5.** Even with written consent from the Parkl application and from its database, any material may be taken over only by reference to the Parkl application.
- 12.6.** The Service Provider reserves all rights to all elements of the Parkl system in a broad sense, including the domain name, the secondary domain names created by it and the internet advertising space.
- 12.7.** The use of a service shall under no circumstances result in the user of the source code decrypting, reversing, disposing of, reproducing, exploiting or in any other way infringing the intellectual property rights of the provider of the GTC or any other asset owned by the provider or used by the provider to fulfil this GTC.
- 12.8.** Furthermore, adaptation of the contents of the Parkl system or parts thereof shall be prohibited; creating user identifiers in an unfair manner, using any application by which the Parkl application or any part of it can be modified or indexed (e.g. a crawler or any other decryption).

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12.9. The Service Provider reserves the right to modify the Parkl system at any time and to adapt it, taking into account that it shall not cause the interruption of normal operation for more than 48 hours specified in these GTC in parallel and users shall be informed in advance at any time in due time.

12.10. In the event of an infringement of copyright, the provider may enforce against the infringer the right to compensation in court and any other legal consequences.

14. Electromobility Service

13.1. In certain locations, subject to cooperation with individual Partners, or Parkl itself provides the possibility of electric charging of electric cars via the Parkl system which the Parkl application indicates separately.

13.2. All Electromobility services can be accessed without registering in the Parkl system by following the instructions on the information sticker placed at the charging stations. The process of charging without registration starts with the scanning of the QR code, which leads to the Website (parkl.net/charge), where the ad hoc User can choose the charging head to use in two ways. The MAP SEARCH allows you to manually mark the charging point, where you can start charging by selecting the "Start Charging" menu item; or "IDENTIFICATION" to start the ad hoc recharging, in which case the four-digit number indicated on the sticker next to the charging head is required to identifying the location, and then the Ad hoc user must select the value of the Electromobility service they would like to use. The e-mail address and telephone number, as well as the payment information, can then be used to start charging on the form displayed on the Website. The ad hoc User will be informed by e-mail about the start of the charge and the process and completion of the charge. The charging can be interrupted at any time by clicking on 'STOP CHARGING'. The fee of the Electromobility service, even in the case of ad hoc users, shall be governed by the tariff determined on the basis of these GTC. The Service Provider shall place the Electromobility Service Fee on the electric charging devices in a clearly visible manner. The amount pre-determined by the ad hoc user will be blocked in advance based on the credit card data provided by the occasional user, before the start of the charging process. Once the charge has reached the predetermined amount, the charge will stop automatically. In the event that the ad hoc User stops charging earlier, so the debited amount is not used, the remaining amount will be unlocked and transferred back to the ad hoc User's account. The time of the refund depends on the given bank, the Service Provider has no influence on it, so when resolving the unused amount, a lead time must be calculated. The Service Provider shall issue and send a receipt for the final value used to the Ad hoc User in accordance with the rules applicable to Users. The receipt includes the unit price of the settlement, the amount of electricity used to charge the battery of the electric vehicle (kWh) and the payment for the electromobility service used by the

electromobility user. Otherwise, the provisions of these GTC shall apply mutatis mutandis to ad hoc Users.

13.3. At each service station, the ad hoc user may also use RFID charging, depending on the Partner's choice.

13.4. Each service station is operated either by the respective Partner or by Parkl on its own initiative, the Service provider always ensures the management of the service station by the user through the Parkl application so that the service provider is responsible for the proper operation of the service stations only in the locations where it is itself the operator of the Electromobility service. The information on the operation of the relevant recharging points, the contact details of the Partners, the reporting of errors and other relevant information shall be provided by the service provider on the information interface of that service station recorded in the Parkl application and on stickers placed on the charging stations.

13.5. The user shall be fully responsible at any time for the compatibility of the passenger vehicle and the service station they intend to charge at that service station and for the proper use of the service station.

13.6. The service provider shall always allow electromobility service users and ad hoc users to use the Electromobility service and Roaming service at an appropriate remuneration, which shall be set at a fixed convenience fee based on the amount of electricity consumed in kWh in case of Electromobility service, while it shall be determined as set out under Clause 3 of this GTC. The amount is settled via the Parkl system or, in the case of ad hoc users via the Website, by means of a transfer to the SaferPay Online Payment System website, by means of a bank card payment.

13.7. Electromobility services may also be used by individual listed users subject to agreement with the service provider's corporate users.

13.8. Moreover, the provisions of this GTC shall apply mutatis mutandis to Electromobility Services. The guidelines for starting electric charging from a mobile application are set out in Chapter 8.4 of this GTC.

13.9. The User shall ensure that the mobile application they use is always updated to the latest officially available version. The Service Provider shall not be held responsible for any errors or operational limitations resulting from the use of an outdated version of the application. The User acknowledges that the latest version guarantees the full functionality, security, and compatibility of the application with the services.

14. Privacy

14.1. The rules on data protection of the service provider are set out in a separate policy. The Privacy Policy is available in Hungarian at the following link: <https://parkl.net/hu/privacy>, in English: <https://parkl.net/hu/privacy> at the Service provider'

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15. Complaint handling

- 15.1.** Different legal provisions may apply to the rules for handling complaints in different service areas.
- 15.2.** The Service Provider acts as an intermediary service provider in all cases through the Parkl application. The Service Provider is not responsible for issues falling within the scope of responsibility of the Partner. The Service Provider forwards any complaints related to this directly to the Partner concerned but cooperates in the handling of complaints to the extent possible.
- 15.3.** If the User has any complaint regarding the Service or its performance, they may submit their complaint to help@parkl.net or info@parkl.net by email, by telephone at +36-1/8555-777, or by letter addressed to the Service Provider.
- 15.4.** The provider shall reply in writing to the written complaint within 30 days. It shall state the reasons for its position rejecting the complaint. Keep a copy of the reply for 5 years and present it to the control authorities at their request.
- 15.5.** The user acknowledges and expressly agrees to use the recordings of the electronic monitoring system (security camera) installed and operated by Partner in the designated parking space, if necessary and to the extent necessary, in the investigation of the complaint in accordance with the relevant legal provisions, when assessing the complaint and for the purposes of assessing the complaint.
- 15.6.** The User acknowledges that the investigation of the complaint or report does not affect the exercise of the Service Provider's rights, including, in particular, the restriction or suspension of the Service. The User also acknowledges that the investigation of the complaint or report shall not affect the obligations of third parties (e.g., local governments or authorized organizations imposing surcharges) Accordingly, the User is responsible in particular for paying the fees, surcharges, and fines imposed on them within the deadline. If the investigation finds that the Service Provider was at fault for the event in question, the Service Provider shall be entitled to compensate the User at its own discretion, primarily in the form of a Coupon. However, this does not mean that any payment obligation will be automatically reimbursed or assumed.
- 15.7.** In connection with the surcharge imposed by the competent authority (in particular the local government), complaints, requests for review or requests for consultation may only be submitted to the Service Provider in writing. The Service Provider can only start checking and investigating the surcharge if the User sends a full, legible copy of the surcharge notice by email to help@parkl.net. In the absence of a copy of the surcharge notice, the Service Provider will not be able to conduct a substantive review of the case.
- 15.8.** If the complaint handling does not result in a satisfactory outcome for the User, they may resort to further authorities: Users who

qualify as consumers may contact the regionally competent district office (<https://nkfh.gov.hu/hova-fordulhatok>) with consumer complaints regarding the service. Jurisdiction is based on the User's place of residence, the registered office or place of business of the company, and the place where the infringement was committed. In the case of complaints relating to electronic advertisements, the NMHH may initiate proceedings (<http://nmhh.hu/tart/report/2>).

If the User's place of residence is not in Hungary:

If the User and the Service Provider are based in different countries (cross-border transaction), in an EU Member State, the United Kingdom, Iceland or Norway, the User may contact the European Consumer Centre in their place of residence: https://commission.europa.eu/live-work-travel-eu/consumer-rights-and-complaints/resolve-your-consumer-complaint/european-consumer-centres-network-ecc-net_hu

- 15.9.** The Service Provider draws the User's attention to the possibility of using conciliation bodies competent for the place of residence or stay of users who qualify as consumers as dispute resolution forums. The conciliation body is competent to settle disputes between consumers and businesses concerning the quality and safety of products, the application of product liability rules, the quality of services, and the conclusion and performance of contracts between the parties (hereinafter: consumer disputes) outside of court proceedings: to this end, attempting to reach an agreement and, if this is unsuccessful, deciding on the matter in order to ensure the simple, quick, effective, and cost-efficient enforcement of consumer rights. At the request of the consumer or the business, the conciliation body provides advice on the rights and obligations of the consumer. The conciliation body shall initiate proceedings only if the consumer has attempted to settle the dispute directly with the business concerned. The conciliation body shall initiate proceedings at the request of the consumer. The request shall be submitted in writing to the chair of the conciliation body. The User may submit a complaint to the conciliation body competent for their place of residence or stay. The contact details of the competent conciliation bodies can be found here: <https://bekeltetes.hu/udvozlo> The competent conciliation body according to the Service Provider's registered office: Budapest Conciliation Body, customer service: 1016 Budapest, Krisztina körút 99. I. emelet 111., mailing address: 1253 Budapest, Pf. 10., telephone: (+36) 1/488-2131, e-mail address: bekelteto.testulet@bkik.hu. In addition to the above, the User may, at his or her discretion, refer the matter to the court competent for the Service Provider's registered office or the User's domestic place of residence or, in

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the absence thereof, his or her domestic place of stay, in accordance with the rules of civil procedure.

16. Other provisions

- 16.1.** The service provider is entitled to use a subcontractor or other intermediate to fulfil its obligation. They bear full responsibility for their conduct, as if it had carried out itself.
- 16.2.** A legal relationship under the GTC may not be assigned by either Party without the written consent of the other Party.
- 16.3.** If any part of this GTC becomes invalid or unenforceable, it shall not affect the validity and enforceability of the remaining parts.
- 16.4.** If the provider does not exercise its right under the GTC the failure to exercise that right shall not be considered as a waiver of that right. Renunciation of any right shall be valid only if there is an express written declaration to that effect. The fact that, on one occasion, the provider does not strictly adhere to any of the essential terms or stipulations of the GTC does not mean that it refrains from insisting, at a later stage, on strict compliance with that term or term.
- 16.5.** Service providers and users shall primarily try to settle their disputes amicably.
- 16.6.** The Parties shall act in good faith, cooperate and show mutual respect in the performance of these GTC and in their related communications (including, in particular, communications within the application, by e-mail or other electronic means). When communicating with the Service Provider, the User shall refrain from making any statements that i) contain offensive, obscene, threatening, or humiliating expressions, ii) violate the human dignity of the Service Provider's employees, or iii) are harassing, aggressive, or unlawful in nature.

16.7. In the event of a breach by the User of the obligation set out in Section 16.6, the Service Provider shall be entitled, after a single prior written warning, to take immediate and proportionate measures, including, in particular, restricting or terminating the User's access. The restriction or termination of access shall not affect the User's existing payment obligations. 16.8. Notwithstanding the provisions of Section 16.7, in order to protect its employees and contributors, the Service Provider shall be entitled to take immediate action without prior warning if the User's communication is personal, hateful, seriously offensive, or directly threatening in nature and grossly violates the human dignity of the employee or jeopardizes their safety.

17. Key relevant legislation

- Act CLV of 1997 on consumer protection
- Act CVIII of 2001 on certain aspects of electronic commerce services and information society services
- Act LXXXVI of 2007 on electricity
- Act CXLV of 2020 on the Unified Electronic Sale of Certain Public Services Act V of 2013 on the Civil Code
- 243/2019. Government Decree (X. 22.) on certain aspects of electromobility services
- 667/2020. (XII.28) Government Decree on the implementation of Act CXLV of 2020 on the Unified Electronic Sale of Certain Public Services
- 45/2014. (II.26) Government Decree on laying down detailed rules on consumer-business contracts

ATTACHMENT 1:

TARIFFS

Our fees include gross prices and VAT.

Transaction tariff		
	Unity	Amount
Service fee	Per Parking	Parking fee or electromobility service fee
Indoor (off-street) parking convenience fee	Per Parking	125 HUF
Pass purchase convenience fee	Per purchase	125 HUF
Electric charging convenience fee	Per charge	125 HUF

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Smart Parking Function fee	Per transaction <i>(in the case of the automatic renewal and park until Smart Parking Functions, per renewal within a given parking session)</i>	95 HUF
Roaming convenience fee	Per charge	HUF 950
Other item		
Suspension threshold	In the event of debt, no new transactions may be initiated, and the intraday or overnight renewal function may not be used. If the User activated the renewal function prior to the debt arising, the renewal may be performed no more than once, after which the function will be automatically deactivated.	

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ATTACHMENT 2:

RULES APPLICABLE EXCLUSIVELY WITHIN HUNGARY

1. General Provisions

- 1.1. The provisions set out in Chapter 4 of these General Terms and Conditions (GTC) shall apply subject to the following supplements applicable exclusively within the territory of Hungary:
- 1.2. In accordance with Section 17/B (3) of Act CLV of 1997 on Consumer Protection, the Service Provider is required to record consumer declarations made by the User by telephone. Within 30 days of becoming aware of the User's request and following identification of the User, the Service Provider shall provide the User, free of charge, with the opportunity to listen to the audio recording at its customer service office and, upon request, shall provide one copy of the recording per audio file, including electronically if requested. Declarations made by email shall become effective when they become accessible to the other party. The Service Provider is obliged to confirm receipt of the User's declaration electronically without undue delay.

2. Complaint Handling

- 2.1. In addition to the general complaint handling rules set out in Chapter 15 of these GTC, the following provisions shall apply in respect of Services provided within the territory of Hungary:
- 2.2. The Service Provider shall immediately examine oral complaints and remedy them where necessary. If the User does not agree with the handling of the complaint, the Service Provider shall promptly make a record of the oral complaint and its position regarding the complaint and shall provide a copy thereof to the User. If the immediate investigation of the complaint is not possible, the Service Provider shall make a record of the complaint and provide a copy to the User or send it to the User at the latest together with the substantive response.

3. Highway Vignette

- 3.1. The processes related to highway vignette purchases can be managed via the "E-VIGNETTE" tile on the Home Screen.
- 3.2. A By clicking the "PURCHASE NEW VIGNETTE" button within the "E-VIGNETTE" tile on the Home Screen, the purchase interface will open. The following data must be provided: the vehicle registration number (selectable from the vehicle list), the vignette type applicable to the vehicle category, the start date of validity applicable to the vehicle category, and the payment method (selectable from a list). The vehicle category may be modified under the "PROFILE / VEHICLES" menu item. The User is responsible for ensuring that all data provided during the highway vignette purchase is accurate, including registration number, country code, and vehicle category. The Service Provider shall not be liable for any damage arising from incorrect data provided during parking or highway vignette purchases.

Data required for vignette purchase: The "VEHICLE" field is pre-filled by default with the vehicle marked as favourite. By clicking on the vehicle, previously registered vehicles are listed, from which the relevant vehicle may be selected. It is also possible to add a new vehicle; the "PAYMENT METHOD" field is pre-filled by default with the bank card marked as favourite. By clicking on the card, previously registered bank cards are listed, from which the relevant card may be selected. It is also possible to register a new card.

If the User has not registered a bank card, "Not specified" will appear under Payment Method on the purchase screen and the "Purchase" button will remain inactive. Bank card registration is mandatory in order to use the Service and may be completed by clicking "Payment Method" / "New Payment Method". If the User has indicated in their Profile that they require a VAT invoice, the billing name will be displayed on the purchase screen. If no such request has been made, this row will not be displayed.

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- 3.3. The Service Provider shall send a notification to the User confirming the successful purchase of the e-vignette, following which the e-vignette shall also appear in the application. The User shall be obliged to wait until the e-vignette is displayed in the application and its status, as well as its period of validity (start and end), are clearly indicated, and may use the highway only after such confirmation has been received. Use of the highway in the absence of such notification may qualify as unauthorised road use, for which the Service Provider shall not be liable and which may result in the User being subject to a surcharge payment obligation.
- 3.4. Where the User has purchased a vignette not tied to a specific date and the consumer withdrawal and termination rights regulated under Government Decree 45/2014 (II.26.) apply, such rights may be exercised as follows: The User expressly acknowledges that, pursuant to Section 20 (2) (b) of the Government Decree, the right of withdrawal or termination may not be exercised once the service has been fully performed and that such right is lost. As full performance of the service occurs immediately upon payment, the User may not exercise the right of withdrawal or termination following payment.
- 3.5. The annual vignette entitles the User to use toll road sections from the date of purchase and shall remain valid until 31 January of the year following the reference year in accordance with applicable legislation. From 1 February of the year following the reference year, the annual vignette shall expire.
- 3.6. The number of active vignettes is displayed in the "E-VIGNETTE" tile on the Home Screen. Vignettes purchased by the User within the Parkl application and their details may be viewed under "TRANSACTIONS / VIGNETTES". For each vignette, the vignette type, validity period, vehicle, payment method, billing address and the vignette fee shall be displayed. Vignettes purchased via other platforms cannot be displayed in the application.
- 3.7. On the "PROFILE / VEHICLE" page, the highway vignette purchased by the User within the Parkl application is displayed on the vehicle card.
- 3.8. If the validity start date of a purchased vignette is not the current date, the vignette will appear on the "TRANSACTIONS / VIGNETTES" page with the additional note "Not yet valid".
- 3.9. Expired highway vignettes can be found under "TRANSACTIONS / HISTORY".

4. Smart Parking Functions (Smart Parking Features):

- 4.1. As a supplement to the general rules governing the use of the Parkl system set out in Chapter 8 of these GTC, the following provisions shall apply to Services provided within the territory of Hungary:
- 4.2. Automatic renewal: In the case of on-street parking, the Smart Parking function may be activated. If activated by the User in the Parkl application, the parking session may be automatically renewed in accordance with the rules applicable to the relevant Parking Zone. The function may be activated for same-day renewals and, where permitted by the parking regulations applicable to the relevant Parking Zone, for cross-day renewals as well. Upon activation of Automatic Renewal, the User shall be required to pay, in addition to the parking fee applicable to the relevant Parking Zone, the Smart Parking function fee set out in Appendix 1. The Smart Parking function fee becomes due for the activated automatic renewal cycle and shall be charged together with the parking fee. For each subsequent automatic renewal, the Smart Parking function fee shall be charged again on a per-renewal-cycle basis.
- 4.3. Parkl until: a Smart Parking Function whereby, if activated by the User in the Parkl application, the initiated parking shall be automatically terminated at a time pre-defined by the User. If the time specified by the User falls outside the maximum parking duration permitted for the given Parking Zone, the parking shall automatically restart upon reaching such limit. Upon each automatic renewal, the Smart Parking Function fee set out in Annex 1 shall be charged in addition to the parking fee applicable to the given Parking Zone.
- 4.4. Custom notification: a Smart Parking Function whereby, if activated by the User in the Parkl application, the User may, prior to starting the parking, set a notification indicating the time at which they intend to leave the Parking Space. The function may be deactivated at any time after the parking has started. The Smart Parking Function fee specified in Annex 1 for the Custom notification shall be charged as a separate item within the transaction generated upon termination of the parking.
- 4.5. Charging of the Smart Parking Function fee

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- 4.5. The Smart Parking Function fee shall be charged in respect of any parking transaction in which the User has activated a Smart Parking Function. If the User initiates a parking transaction with a Smart Parking Function already active, the function may not be deactivated during the transaction, and the corresponding fee shall be charged.
- 4.5. Where multiple Smart Parking Functions are activated within a single transaction, the Smart Parking Function fee set out in Annex 1 shall be charged only once in respect of the same parking transaction.