PARKL USER GENERAL TERMS AND CONDITIONS

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

1.1. These Parkl User General Terms and Conditions ("**GTC"**) set out the terms and conditions for the use of the **Service** mediated through the **Parkl system** and operated by PARKL Digital Technologies Informatikai Szolgáltató Korlátolt Felelősségű Társaság, as service provider (registered office: 1051 Budapest, Arany János utca 15, 1st floor, door 6; company registration number: 01 09 712422), as the **Service Provider**. 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** or **Individual Listed User** of the Service to access free parking spaces through community sharing and to use parking services by using the Parkl system operated by the Service Provider. The Service is provided on behalf of Parkl by the owner, operator or lessee of the Assigned Parking Space or the General Parking Space, including Street Parking Spaces, as well as of the Private Parking Spaces, or by any third party otherwise entitled to use them on any other legal basis, as **Partner**, under a contract concluded with the Service Provider for the mediation of parking services, by virtue of which the Service Provider is entitled, acting independently for and on behalf of the Partner, to mediate, conclude and modify parking services and related contracts through the Parkl system for third-party Users or, on the basis of an agreement with the **Company User**, for Individual Listed Users, and to cooperate in the payment of the consideration by the User or the Company User and to process the payment, including the setting of the payment deadline. In all cases, the Service Provider acts as an intermediary and passes on the Partner's parking services unaltered to the User or the Company User through the Parkl application. The Service is used by means of an Individual Contract concluded between the User, or the Individual Listed User via the Company User, and the Partner, whereby the User or the Individual Listed User parks in the selected Parking Space using the Parkl system and uses it to store a Passenger Car for an individually specified period of time, against payment of a fee. In the following, the term 'User' shall also be understood, mutatis mutandis, to cover the use of the Parkl application within the framework of the Company Service as an Individual Listed User, and any deviation from this is indicated separately in these GTC in each case. 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. These GTC are in force until withdrawn or until new GTC enter into force.

1.4. The scope of the GTC covers any legal relationship established between the User and the Service Provider through Registration in the Service Provider's Parkl system via the Parkl application or the Website for the purpose of using the Service, as well as any Individual Contract concluded between the User and the Partner through the mediation of the Service Provider, and determines the rights and obligations of the Parties and other circumstances relating to the use of the Parkl system and the use of the Service. An Individual Contract cannot be validly concluded without express acceptance of the GTC. The GTC form an express and inseparable part of the legal relationship between the Service Provider and the User and between the Partner and the User, unless the Parties, by mutual agreement in writing, expressly exclude the applicability of these GTC as a whole or of any of their provisions at the time of establishing the legal relationship or during its term. 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 regulated by these GTC and the interpretation of these GTC shall be governed primarily by Hungarian law, in particular the relevant provisions of Act V of 2013 on the Civil Code ("Civil Code") and Act CVIII of 2001 on certain aspects of electronic commerce services and information society services ("Elker. tv."). 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, supplementing or, where necessary, deviating from the provisions of these GTC. The mandatory provisions of all relevant legislation shall apply to the Parties without any specific stipulation.

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 discontinuation of an existing function, or a significant change in circumstances affecting 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 express acceptance, by 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 expressly accepts the provisions of these GTC and agrees to be bound by them. If the User does not accept the terms and conditions, they are not entitled to use the Parkl system.

1.8. These GTC are available in the Parkl application and on the Service Provider's website at https://parkl.net/en/policy.

1.9. The structure of these GTC and the division of their chapters are purely informative and serve ease of overview, with no impact on the interpretation of the GTC.

1.10. The Service Provider informs the User that it has not submitted itself to any code of conduct applicable to its service activities.

1.11. Under the law, the pursuit of the Service Provider's activity is not subject to authorisation, with the exception of the Electromobility Service detailed in Chapter 13 of these GTC. With regard to the Electromobility Service, the Service Provider holds a notification and licence granted by the Hungarian Energy and Public Utility Regulatory Authority pursuant to Government Decree 243/2019 (X. 22.) on certain aspects of electromobility services. Licence No: H1139/2020.

2. Service Provider data

Name of Service Provider: PARKL Digital Technologies Kft.
Registered office of the Service Provider: 1051 Budapest, Arany János utca 15, 1st floor, door 6
Customer service address: 1051 Budapest, Arany János utca 15, 1st floor, door 6
Contact details of the Service Provider, regularly used e-mail address for contact with Users: info@parkl.net
Company registration number: 01 09 712422
Tax number: 12967726241
Name of the registering authority: Metropolitan Court of Budapest acting as Court of Registration
Customer service telephone number: + 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
Telephone number of hosting service provider: +353 1850 940 940
E-mail address of hosting service provider: info@microsoft.com
Website of hosting service provider: 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: an area made available by a Partner, without a unique Parkl marking, that can be used for parking services through the Parkl system, which, depending on its location, can be found in a shopping centre, hotel or office building, or may be a private garage, outdoor car park, etc. As a general rule, all parking spaces are General Parking Spaces unless they are expressly indicated in the Parkl application as Assigned Parking Spaces.

GTC: these Parkl General Terms and Conditions, which provide a framework for the legal relationships between the User and the Service Provider and between the User and the Partner, and the express acceptance of which is required 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 (applicable exclusively to Services provided within the territory of Hungary).

Pass: a right of access made available by certain Partners, in return for a Parking Fee paid in advance by the User on a consolidated basis, enabling parking at a specified location or locations for a specified period of time depending on the entitlement purchased.

Receipt: an electronic receipt or invoice issued automatically to the User when using the Service, which the User receives at the e-mail address provided during Registration. The Company User receives an invoice in all cases, while the Individual Listed User only receives an e-mail notification that the Individual Contract has been closed.

Individual Listed User: a natural person who is employed by the Company User or engaged by it under an agency or other legal relationship for the purpose of performing work, as well as the Company User's customers and guests freely designated by it, i.e. a natural person within the meaning of point 3 of the GTC, who is included in the list of users individually named by the Company User and uses the Service on an invitation basis within a company service structure.

Individual Contract: the legal relationship established between the User and the Partner through the mediation of

the Service Provider when using the Parkl system, by reserving the Assigned Parking Space, or by opening the Parking Barrier for the purpose of parking in the General Parking Space, or, in the case of parking in a Street Parking Space, by starting the parking in the Parkl application, which lasts from the valid reservation or, in the case of parking without reservation, from the opening of the Parking Barrier, until the contractual payment of the relevant Parking Fee after the closure of the parking following the actual leaving of the Parking Space, or, if the User does not appear at the Assigned Parking Space during the Parking Time and does not cancel the reservation, after the end of the Parking Time specified in the reservation, or, in the case of a Street Parking Space, after the parking has been started in the Parkl application. In addition to Parking, Electric Charging and the purchase of a Motorway Vignette are also carried out under an Individual Contract based on the principles set out for Parking. For Individual Listed Users, the provisions of this point shall apply with the exception that the Individual Contract lasts until the Parking Space is vacated as intended.

Electromobility Service: at certain locations, Parkl – either through Partners or independently on its own initiative – operates electric chargers in order to facilitate and develop electromobility, and enables electric vehicles to be charged with electricity through electric charging facilities for consideration.

Electromobility Service Fee: the consideration for the Electromobility Service, which is determined on the basis of the amount of energy consumed, with kWh-based billing (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. service consideration, which is determined on the basis of the amount of energy consumed, with kWh-based billing (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: the partial or full charging of the battery of an electric or plug-in hybrid Passenger Car with electrical energy, through a charging device operated by the Service Provider or made accessible 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 13 of these GTC.

Parties: the User and the Service Provider together or, as the context requires, the User and the Partner together.

User: a natural person, as a general rule a driver, who downloads the Parkl application and completes the Registration in order to use the Service or independently of it.

User Account: the personal profile created for the User by downloading the Parkl application and completing the Registration, in which the User provides and may modify their personal data and contact details and make settings related to the use of the Parkl system.

Instant Parking: an automatic function enabling parking to be started and stopped without a separate button press, which each User may activate within the Parkl application in the “PROFILE / VEHICLES” menu, when editing the vehicle, by means of the instant switch. If the User wishes to use Instant Parking, once it is activated the Partners’ barriers open automatically upon the arrival of the Passenger Car. This does not involve the use of GPS; it always operates by means of licence plate identification using a camera.

In order to operate the Service, when using Instant Parking, it is necessary to record the licence plate number of the entering vehicle and to take an image 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 the images and the related data processing are set out in the Service Provider’s Data Processing Notice.

The Service Provider draws Users’ attention to the fact that deleting the Parkl application does not mean the automatic deletion of the User Account and thus does not mean the automatic deactivation of the Instant Parking function in the Parkl system either (see 8.2.11).

Gateway: the collective designation of a Parking Barrier, automatic garage gate, Parking Lock or any other device that prevents access to the given Parking Space.

Convenience Fee: a one-time, fixed fee specified in Annex 1, which is charged regardless of the duration of charging / off-street parking or the amount of energy consumed. The amount of the Convenience Fee may differ between charging on Parkl’s own network and Roaming charging (using a third-party partner network).

Assigned Parking Space: an area made available by a Partner, with a unique Parkl marking and closed off by a Gateway, that can be used for parking services through the Parkl system, which, depending on its location, can be found in a shopping centre, hotel or office building, or may be a private garage, outdoor car park, etc.

Coupon: an electronic instrument substituting a payment transaction, 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 for on-street parking, off-street parking and the use of charging points operated by Parkl, and which 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.

Opening Device: a unique device developed and operated by the Service Provider, suitable for controlling the opening and closing of the Parking Barrier or the Parking Lock.

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 the User may activate in the Parkl application and use subject to the additional fees set out in Annex 1.

Parkl application: the official application developed and operated by the Service Provider, which is the subject of these GTC and can be installed on devices running the Android and iOS operating systems.

Parkl system: the collective name of the software operated by and exclusively owned by the Service Provider, the related mobile phone application and the entire infrastructure, which provides an interface and tools for access to free parking spaces through community sharing. Through the Parkl system, the User may choose from the available Assigned, General or Street Parking Spaces – and, where applicable, Private Parking Spaces – and use them for an individually specified period of time in return for payment of a Parking Fee, i.e. use a parking service through it.

Parking Lock: as a general rule, a structure operated by the Service Provider which designates and closes off the Assigned Parking Spaces available through the Service, which the User is entitled to operate during the Parking Time using the Parkl application when using the Service. Parking Locks are typically found in garages and private car parks and each closes off a single Assigned Parking Space.

Parking Fee: the consideration for the Service, payable by the User through the Service Provider as a condition of its use, being a sum of money individually determined by the Partner, in most cases on a per-minute basis or, less frequently, under other billing schemes, e.g. half-hourly, hourly, daily, dynamic daily (fee varying between days), etc., or, in the case of a Street Parking Space, determined on the basis of the Parking Zones and the minimum parking fee set by law. The Service Provider displays on the Map the fee payable for one hour or, in individual cases, the minimum Parking Fee set by law corresponding to the parking location. The Parking Fee is deducted directly from the User's pre-registered bank card via the online bank card payment system used by the Service Provider in the given Service Area. In the case of the Company Service, the Parking Fee is invoiced under one of two schemes, either by bank card payment or by deferred settlement on the basis of the Individual Agreement concluded between the Company User and the Service Provider, with the proviso that under both payment schemes the Company User is obliged to settle it, and the Individual Listed User is only required to indicate in the Parkl application at the time of payment that they are using the Company Service.

NMFR basic service: the use of parking services in Street Parking Spaces via the Parkl system, available through the waiting (parking) public service under the Act on road traffic referred to in Section 1(a) of Act CXLV of 2020 on the unified electronic sale of certain public services, as well as the purchase of Motorway Vignettes through the National Mobile Payment System (applicable exclusively to Services provided within the territory of Hungary).

Roaming: an Electromobility Service used by the User at a charging facility operated by a third party.

Roaming Service Fee: the consideration for the Roaming charging service, which may vary by charger. Roaming charging data (charging time, quantity, cost) are based on the data sent by the operator of the third-party partner network. The User is in all cases obliged to check the pricing applicable to the given charging point in the application.

Parking Time: the period determined by the User in the Parkl application, which begins at the start time marked by the opening of the Parking Barrier after arrival at the Parking Space, and ends upon the second opening of the Gateway via the Parkl system for the purpose of leaving the Parking Space with the Passenger Car, which constitutes the closure of the parking; or, in the case of an Assigned Parking Space, if the User does not appear at the Assigned Parking Space during the Parking Time and does not cancel the reservation, or if the User leaves it before the end of the Parking Time specified in the reservation, it ends at the end of the Parking Time specified in the reservation. In the case of a Street Parking Space, the Parking Time begins when the User starts the parking in the Parkl application and ends when it is stopped or at the end of the payment period applicable to the given Parking Zone. This time interval also forms the basis for calculating the Parking Fee. In the case of a Street Parking Space, the Parking Time does not restart automatically (except where the automatic renewal and automatic closure Smart Parking Functions set out in Annex 2 are activated); the User is obliged to ensure this at their own discretion.

Parking Zone: relevant in the case of a Street Parking Space located in Hungary, a territorial division determined independently of the Service Provider, which determines the amount of the Parking Fee applicable in the given area. The Map indicates the boundaries of each Parking Zone.

Parking Space: the General Parking Space, the Assigned Parking Space, the Street Parking Space and the 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 the given rights or obligations.

Partner: a third-party natural or legal person who actually makes the given parking space available on the basis of an intermediary contract concluded with the Service Provider. With the Registration, any User acquires the right to enter into a contract with the Service Provider as a Partner, subject to the fulfilment of further conditions. These GTC do not further contain the details of the agreement with the Partner; however, under the contract concluded with the Service Provider, the Partner is also obliged to accept the GTC. In the case of street parking, Partner means the municipality, operator or authority entitled to take decisions concerning the 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 group of users specified therein is entitled to use it, and it is not visible or accessible to other Users. All provisions of these GTC shall apply mutatis mutandis to users of this Private Parking Space service.

Registration: through Registration via the Parkl application or the Website, the User acquires the right to use the Parkl application as a user or, upon a separate request to that effect, as a Partner. Following the general registration, the Individual Listed User acquires the right to use the Parkl application within the framework of the Company Service by entering the activation code sent to them by the administrator of the Company User. The Registration process is described in detail in point 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 bank card and other electronic payments. The Service Provider is not responsible for the operation, availability or security of Saferpay or for the processing of transactions carried out by it; responsibility for these matters lies with the payment service provider.

Online Payment System: the electronic payment system used by the Service Provider to enable Users to make online payments, including in particular the online payment services of SimplePay and Barion. The Online Payment System provides a simple and secure payment solution for registered Users using the Service. The payment process is the same as the online bank card payment procedure offered by banks as part of similar services. With a view to the security of the User and the cardholder, the providers of the Online Payment System continuously check and monitor transactions, thereby helping to prevent unexpected or abusive events.

Parking Barrier: as a general rule, a structure operated by the Partner which designates and closes off the Assigned and General Parking Spaces available through the Service, which the User is entitled to operate during the Parking Time using the Parkl application when using the Service. Depending on the type of Parking Space, Parking Barriers are found primarily in car parks, hotels and shopping centres and typically close off several Parking Spaces.

Passenger Car: a motor vehicle or motorcycle necessary for the use of the Parkl system, equipped with four, three or two tyred wheels and capable of carrying up to eight adult persons including the driver, including petrol, diesel, electric and gas-powered passenger cars. If, depending on its type, an Assigned Parking Space is not suitable for storing a vehicle of a size other than conventional, this circumstance is duly indicated on the data sheet of the given Assigned Parking Space shown in the Parkl application.

Service: the parking service provided by the Partner, constituting the subject matter of these GTC, mediated through the Parkl system operated by and exclusively owned 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 annexes setting out the rules applicable to the country in question, which form an integral part of these GTC in relation to the given Service Area.

Service Provider: PARKL Digital Technologies Kft., which is the sole owner, creator and operator of the Parkl system.

Map: by clicking on the tiles on the main screen of the Parkl application, the maps can be accessed depending on the transaction to be started: “ON-STREET PARKING MAP”, “OFF-STREET PARKING MAP”, “EV CHARGE MAP”. Depending on the operating system, the map displayed is Google Maps (for the Android operating system) or Apple Maps (for the iOS operating system).

Off-Street Parking Map: the Google Maps or Apple Maps opened by clicking on the “OFF-STREET PARKING” tile of the

main screen, on which the car parks are shown with unique markings.

EV Charge Map: the Google Maps or Apple Maps opened by clicking on the “EV CHARGE” tile of the main screen, on which the charging points are shown with unique markings.

On-Street Parking Map: the Google Maps or Apple Maps opened by clicking on the “ON-STREET PARKING” tile of the main screen, on which the individual Parking Zones are shown.

Street Parking Space: an area made available for parking, without a unique Parkl marking, that can be used for parking services on a separate map through the Parkl system.

Company User: the business entity with which the Service Provider agrees on the use of the Service within the framework of the Company Service. The Company User is entitled to manage the admin interface, by means of which it can decide which Individual Listed User it invites to use the Parkl application within the framework of the Company Service.

Company Contract: the contract concluded between the Service Provider and the Company User for the provision of the Company Service.

Company Service: the provision of the Service to the Company User in such a way that only Individual Listed Users are entitled to use it, on the basis of a separate invitation. In this case, the Parking Fee for the Service is paid by the Company User.

CCT: Company Contractual Terms, which govern the Company User in the use of the Service within the framework of the Company Service. The provisions of these GTC also apply to Company Users, and the provisions of the CCT may override the provisions of these GTC.

Website: the website operated by the Service Provider containing information and data on the Parkl application, available at the URL www.parkl.net.

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 cancelled. 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 fulfil any notification, reporting, or information obligation through their User Account, if such a function is available, or otherwise by telephone or by sending an email to info@parkl.net, while the Service Provider shall fulfil 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 at the Parking Spaces at any time and to carry out random checks there, and to this end to enter them at any time, to take image, sound and video recordings of them and to duly document its observations.

5. Technical conditions for the use of the Service, Service platforms

5.1. Service Provider’s Parkl application is available on smartphones running the **Android** (supported versions from Android 10) **or iOS** (supported versions from iOS 15) operating system, as well as on tablets.

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

5.3. A **Facebook page** linked to the Service is available at www.facebook.com/parklapp/, and a **LinkedIN page** is available at www.linkedin.com/company/parkl/. The above

and other social media pages (e.g. Instagram) primarily provide additional information related to the Parkl system and its activities. Communication and correspondence carried out there cannot be regarded as a formal channel for making legal statements; the Service Provider may be reached primarily by means of the given email address or telephone. If a User has registered with their Facebook account, by accepting these GTC they acknowledge and accept all of Facebook's operating rules and the fact that the Service Provider has no influence over Facebook's policies or operations and shall not be held liable, directly or indirectly, in respect of them. Facebook's privacy policy, practice and associated user consents are governed by Facebook's provisions. The provisions of this point apply to the 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 Online Payment System provided by the Service Provider. Within the framework of the Online Payment System, the payment service providers used by the Service Provider may be SimplePay and Barion. The User shall ensure the availability of a valid bank card that is suitable for making payments and has sufficient funds. The conditions for the registration, verification and use of the bank card are determined by the policies and terms and conditions of the relevant payment service provider in force from time to time. During the registration of the bank card, the payment service provider may initiate a verification transaction of HUF 100 in order to check the validity and usability of the bank card. The amount of the verification transaction is automatically returned to the User's bank account following the registration of the bank card, or the transaction is released in accordance with the settlement process applied by the payment service provider and the User's bank. The User shall ensure that funds of at least HUF 100 are available for the completion of the verification transaction required for the registration of the bank card. For newly registered bank cards, the Service Provider applies Barion's online payment service as the primary payment method on a phased basis. Bank cards registered in the SimplePay system before the entry into force of this provision may continue to be used under the transitional conditions determined by the Service Provider. The Service Provider shall be entitled to change the payment service provider used in the Online Payment System and the availability of individual payment methods. The User acknowledges that the policies and terms and conditions of the relevant payment service provider in force from time to time apply to the use of the Online Payment System. The Service Provider shall not be liable for the operation of the Online Payment System or of the payment service provider acting within its framework, for any malfunction thereof, or for the procedures and conditions applied by the payment service provider, if these arise from causes beyond the Service Provider's control. The processing of data relating to the bank card and the data processing carried out by the payment service provider are governed by the relevant policies of the given payment service provider and by the Service Provider's privacy notice in force from time to time. In the case of use under the Company Service, the Company User is obliged to settle the Parking Fee; therefore, the provisions of this point relating to bank card payment and bank card registration do not apply to Individual Listed Users. Bank card and other payment-related data are not transmitted to the merchant. Barion Payment Zrt., which provides the service, is an institution under the supervision of the Magyar Nemzeti Bank (Central Bank of Hungary), licence number: H-EN-I-1064/2013.

6. Establishment of the framework contract under the GTC

6.1. The GTC, as a framework contract concluded for an indefinite period between the Service Provider and the User, and between the Partner and the User, is concluded upon its acceptance as a mandatory element of Registration, after downloading the Parkl application or during Registration via the Website. This point shall apply to use under the Company Service with the exception that the conclusion of the framework contract under the GTC must be preceded by a prior agreement between the Service Provider and the Company User in accordance with the CCT. The GTC may be accepted only electronically. Upon successful Registration, a contract for the use of the Parkl system is concluded electronically between the Parties, which the Service Provider confirms to the User via the email address provided by the User. The contract does not qualify as a written contract; therefore the Service Provider does not file it and it 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 the Parkl system by concluding Individual Contracts on demand.

6.3. By the very nature of the use of the Parkl system, it is an essential condition that the User be in possession of a Passenger Car held in accordance with the law, as well as of a valid driving licence, vehicle registration certificate, compulsory insurance and the technical conditions necessary for its intended use, for which circumstances the User bears sole responsibility and which the User warrants. The Service Provider excludes its liability for any damage resulting from the unlawful use of the Passenger Car.

6.4. The personal, billing and other User-related data provided during Registration or subsequently in the User Account are conditions for the use of the Service and the conclusion of an Individual Contract, and are essential for communication between the Parties. The User shall at all times verify and ensure the correctness, truthfulness, completeness, currency, validity, updating and correction of any data provided by the User in the Parkl application; this is the sole responsibility of the User, and any legal consequences arising from the failure to do so or in any way related thereto shall be borne solely by the User. Until notified otherwise, 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 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 unlawful content, the Service Provider shall be entitled to refuse to provide the Service, restrict or delete the User Account, and apply the additional legal consequences specified in these GTC and the relevant legislation.

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 Account. In this context, the User may not claim damages or compensation, unless the damage was caused for reasons attributable to 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 accepting these GTC, the Parties acknowledge that the Individual Contract is concluded between the Partner and the User for a fixed period, for the duration of the one-off use of the Service, at the time it is initiated by the User by means of a reservation, or upon the opening of the Parking Barrier for the purpose of parking in a General Parking Space, in the case of a Street Parking Space upon the start of parking by the User in the Parkl application, upon the start of Electric Charging in the application, or upon the purchase of a Motorway Vignette through the application.

7.2. Upon successful booking, or upon opening the Parking 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 in 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-based 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 effect shall be the valid reservation of the Assigned Parking Space by means of the Parkl application, or the opening of the Parking Barrier for the purpose of parking in a General Parking Space, or the start of parking in a Street Parking Space in the Parkl application. A User who, using Parkl, reserves an Assigned Parking Space or uses a General Parking Space or a Street Parking Space shall be considered a customer of the Partner upon the conclusion of the Individual Contract.

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 obstacle 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 Car are different persons, by using the Service the User and the person actually driving the Passenger Car expressly acknowledge by implied conduct that the person actually driving is entitled to use the Service in the name and on behalf of the User and holds an express authorisation from the User to do so. The Parties acknowledge that any act relating to or 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 actually driving the Passenger Car shall be jointly and severally liable for all activities carried out with the Passenger Car during the Parking Time, related thereto or in any way connected with the use of the Service, and for their legal consequences, as well as 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 term of the Individual Contract for the purpose of its performance, 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 registration tab of the home screen in the Parkl application. Registration requires an email address in an appropriate format, to which the system sends a validation code. Once the correct code has been entered, the User is navigated to the page containing the documents required for Registration, where the acceptance of these GTC and reading and acknowledgement of the Privacy Policy are required to proceed. Following successful registration, mandatory and optional data are provided in order to use the functions of the Parkl application.
- **Facebook Connect**: by logging in with a personal Facebook user account. This registration method is available to those who have previously registered on the www.facebook.com website. It is possible to proceed from the Registration screen by clicking on the “Facebook” icon, where Registration takes place by entering the email address and password used on the social media site. After returning to the application, the acceptance of these GTC and reading and acknowledgement of the Privacy Policy are required to proceed. Following successful registration, mandatory and optional data are provided in order to use the functions of the Parkl application.

  The User expressly acknowledges that if they delete their Facebook user account from the social media site, the Parkl system will thereafter be accessible only until they log out of it, after which it will not be possible to access the Parkl User Account. However, the User Account is not considered deleted; its deletion must always be requested separately from the Service Provider in accordance with these GTC.
- **Apple ID connect:** users of Apple’s services, i.e. users of the iOS operating system, can also register by logging in with their personal Apple ID account. The precondition for registration is therefore an existing Apple ID account and the iOS operating system running on the device. It is possible to proceed from the Registration screen by clicking on the Apple logo, where Registration takes place by entering the email address and password. After returning to the application, the acceptance of these GTC and reading and acknowledgement of the Privacy Policy are required to proceed. Following successful registration, mandatory and optional data are provided in order to use the functions of the Parkl application.

  The User expressly acknowledges that if they delete their Apple ID user account, the Parkl system will thereafter be accessible only until they log out of it, after which it will not be possible to access the Parkl User Account. However, the User Account is not considered deleted; its deletion must always be requested separately from the Service Provider in accordance with these GTC.
- **Google connect:** by logging in with a personal Google user account. This registration method is available to those who already have a Google account. It is possible to proceed from the Registration screen by clicking on the “Google” icon, where Registration takes place by clicking on the selected Google account. After returning to the application, the acceptance of these GTC and reading and acknowledgement of the Privacy Policy are required to proceed. Following successful registration, mandatory and optional data are provided in order to use the functions of the Parkl application.

  The User expressly acknowledges that if they delete their Google user account, the Parkl system will thereafter be accessible only until they log out of it, after which it will not be possible to access the Parkl User Account. However, the User Account is not considered deleted; its deletion must always be requested separately from the Service Provider in accordance with these GTC.
- **Microsoft connect:** by logging in with a personal Microsoft user account. This registration method is available to those who already have a Microsoft account. It is possible to proceed from the Registration screen by clicking on the Microsoft icon, where Registration takes place by clicking on the selected Microsoft account. After returning to the application, the acceptance of these GTC and reading and acknowledgement of the Privacy Policy are required to proceed. Following successful registration, mandatory and optional data are provided in order to use the functions of the Parkl application.

  The User expressly acknowledges that if they delete their Microsoft user account, the Parkl system will thereafter be accessible only until they log out of it, after which it will not be possible to access the Parkl User Account. However, the User Account is not considered deleted; its deletion

must always be requested separately from the Service Provider in accordance with these 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 authorised 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, 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, for any reason, of the mailbox associated with the email address provided. If the Service Provider becomes aware that the email address recorded by the User is inactive or invalid, it is entitled to deactivate or delete the User in question. An email address can be used to register only once; therefore, if a Registration has already been made with that email address, the login process starts automatically with the sending of a validation code.

8.1.4. The acceptance of these GTC and reading and acknowledgement of the Privacy Policy are required, after which the User Account is created; however, the Registration is not complete. The Registration becomes complete only after confirmation of the telephone number and email address, the addition of a vehicle, and confirmation of the registered bank card.

8.1.5. The next step in building the profile following Registration is to provide personal data. All fields are mandatory when providing personal data; the “NEXT” button is activated only if there is no incomplete or invalid data. The surname and first name must not contain special characters. The email address is displayed pre-filled and cannot be edited here. After the telephone number has been entered, the “NEXT” button is activated and the User can confirm the telephone number in a new window. The step can be skipped, but without it no Individual Contract can be concluded later, i.e. the Registration is not complete. If the User skips this step during Registration, they can complete it later by clicking on the “FINISH” button displayed on the main screen or in the “PROFILE/PERSONAL DATA” menu item of their User Account.

8.1.6. The second step in building the profile following Registration is to enter the “Vehicle”. When entering the vehicle data, providing a nickname 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 Instant Parking can be active for only one User. The step can be skipped, but without it no Individual Contract can be concluded later, i.e. the Registration is not complete. If the User skips this step during Registration, they can complete it later by clicking on the “FINISH” button displayed on the main screen or in the “PROFILE/VEHICLES” menu item of their User Account.

8.1.7. The next step in building the profile following Registration is the registration of a payment method, which is optional. When adding a payment method, providing a nickname is optional, while the registration of a bank card is mandatory. The “NEXT” button is activated only once the bank card has also been successfully registered in the system of the external payment service provider. When the bank card details are entered, the system redirects the User to the interface of the Online Payment System used by the Service Provider. Within the framework of the Online Payment System, the Service Provider may use the payment services of SimplePay and/or Barion. The identity of the payment service provider used and the corresponding payment interface may change based on the Service Provider’s decision. Only a valid bank card issued in the User’s own name and suitable for making payments may be registered in the system, the availability and usability of which is the sole responsibility of the User. During the registration of the bank card, the bank card details requested by the payment service provider must be provided. During the registration of the bank card, the payment service provider may initiate a verification transaction of HUF 100 (i.e. one hundred forints), or of an equivalent amount in another currency based on the User’s bank card, in order to check the validity and usability of the bank card. Following the successful completion of the transaction, the amount of the verification transaction is refunded or released to the User in accordance with the settlement process applied by the payment service provider and the User’s bank. The correctness and authenticity of the bank card details are then verified. The obligation to register a bank card also applies to Individual Listed Users, in view of the possible private use of the Service and the sanctioning rights of the Service Provider set out in these GTC. If the User skips this step during Registration, the bank card may be registered later in the “PROFILE/PAYMENT METHODS” menu item of the User Account.

8.1.8. Once the correctness and authenticity of the bank card details have been verified, it is possible to provide billing data. The switch for requesting a VAT invoice is displayed switched off by default. If the User wishes to record a billing address, they can display the billing data entry fields by changing the switch. All fields except the house number are mandatory; the “NEXT” button is activated only if there is no incomplete or invalid field. However, this step is not mandatory for full Registration. If the

step is skipped, it can be completed later in the "PROFILE/BILLING" menu item of the User Account. In the case of parking initiated by an Individual Listed User where the fee is charged to the Company User, the Company User's data required for billing are automatically filled in for invoicing.

8.1.9. Once the billing data have been provided, the User can add Coupons. Both promotional, marketing-type Coupons and Coupons received by invitation can be added here. This step is also not mandatory for full Registration. If the step is skipped, it can be done later in the "PROFILE / COUPONS" menu item of the User Account.

8.1.10. If the Company Service is used, the registration process is not completed at this point, as the Individual Listed User receives a unique invitation to the Parkl application; after entering the identifier contained therein, the User is entitled, when using the Service, to select the Fleet main screen for initiating the transaction, and thereby the payment method charged to the Company User assigned to them.

8.1.11. Upon successful full Registration, the User is entitled to use the Parkl system as a driver.

8.2. User Account

8.2.1. Following successful and complete Registration, the User may thereafter log in at any time using the e-mail address provided, by entering the validation code received by e-mail, and may use the Parkl application.

8.2.2. The User is solely responsible for maintaining the confidentiality of the User Account; this is exclusively the User's obligation. The User expressly assumes responsibility for all activities carried out in connection with or through their User Account. The User shall immediately notify the Service Provider of any unauthorised intrusion into or use of their User Account, or of any other action breaching its security.

8.2.3. The main menu items available in the User Account created upon Registration are "SETTINGS", "PROFILE", "TRANSACTIONS" and "MAIN SCREEN".

- In the "SETTINGS" menu item, 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", the information and marketing messages set during registration may be enabled or modified. "Legal information", including the present GTC, as well as the Privacy Policy, the Company Contractual Terms and the Electronic Surveillance System Policy are available from this menu item. Further information about Parkl and the application (such as the App introduction, the Parkl Facebook page and Website, the application rating link, and the version number of the Parkl application) is available from the "PARKL" menu item. The "SETTINGS / HELP" menu contains the link for contacting Customer Service by e-mail or Facebook message, as well as the "Knowledge Base", which lists frequently asked questions and answers by category and also provides free-text search.
- Under the "PROFILE" menu item, the User's unique "Parkl ID" can be viewed. Individual Listed Users may perform "Join Company" from this menu item by entering the unique code received by e-mail. Under the "PERSONAL DETAILS" tab in the menu, the user data can be modified. Under the "VEHICLES" tab, the vehicles registered in the system can be managed (adding new ones, modifying or deleting existing ones). Under the "PAYMENT METHODS" tab, the bank cards registered in the system can be managed (adding new ones, modifying or deleting existing ones) and, in the case of Company Individual Listed Users, the status of the "PARKL FLEET" switch can be changed, which takes effect only when the Instant Parking function is used. Under the "COUPONS" tab, the current coupon offers are displayed, and if the User has a coupon code, it can also be recorded in the system. "SIGN OUT" and "DELETE PROFILE" can be performed from the "MANAGE PROFILE" menu item of the Parkl application.
- Previous and currently active transactions can be monitored under the "TRANSACTIONS" menu item. There are separate tabs for active processes (parking, charging), Passes, Motorway Vignettes and the history. In the case of an Individual Listed User, an additional tab is displayed, listing future reservations, where a new reservation can also be created using the button at the bottom of the screen.

8.2.4. The main screens available in the User Account created upon Registration are displayed depending on the User's permissions. In the case of a Private User, one main screen, the "PRIVATE MAIN SCREEN", is displayed with tiles representing the available functions. In the case of an Individual Listed User, following successful joining to a company, one or two further main screens are displayed, depending on the service provided by the company. If, under the Company Contract, the company uses the Fleet service, the "FLEET MAIN SCREEN" is also displayed to the Individual Listed User in addition to the Private main screen. If, under the Company Contract, the company also uses the Parkl Office service, the "OFFICE MAIN SCREEN" is also displayed to the Individual Listed User in addition to the Private main screen. If, under the Company Contract, the company uses both the Parkl Fleet and Parkl Office services, all three main screens are displayed to the Individual Listed User. Switching between the main screens is done by swiping the screen.

8.2.5. The tiles and functions on the main screens are available to all Users subject to permissions. Tiles on the Private main screen: “ON-STREET PARKING”, “EV CHARGING”, “OFF-STREET PARKING”, “MOTORWAY VIGNETTE”. Transactions started from the Private main screen are in all cases charged to the bank card registered by the User. Tiles on the Fleet main screen: “ON-STREET PARKING”, “EV CHARGING”, “OFF-STREET PARKING”, “MOTORWAY VIGNETTE”. For the Individual Listed User, the tiles covered by their fleet entitlement are active. Buttons that may appear on the Office main screen: “PARKING RESERVATION”, “START PARKING”, “START CHARGING”. The buttons are displayed if the given function is available at the company of the Individual Listed User.

8.2.6. The registration numbers of the Passenger Cars provided are shown under the “VEHICLES” tab. The Parkl system may only be used with vehicles whose registration number is recorded in the Parkl system. If the User wishes to register more than one vehicle, they may do so only after valid and complete Registration, in this menu item. Vehicles previously added to the Parkl system can also be deleted here. A vehicle with the same registration number may be registered by several Users, but only one valid reservation may be made, or one Parking Time started, for a vehicle at any one time. In the event of a conflict of Parking Times, the reservation relating to the parking actually started shall be deemed valid, and the other reservation shall be deemed automatically cancelled. When registering vehicles under the “VEHICLES” tab, the vehicle type must be recorded accurately (Car, Bus, Motorcycle, Van, Truck, Trailer). If available in the given Service Area, parking in a Street Parking Space may be subject to different fees for each vehicle type. By clicking on the “ON-STREET PARKING” tile and then on a “PARKING ZONE” shown on the map, the information sheet for the Zone is displayed, which contains the number and details of the Zone and the hourly Parking Fee for the vehicle type set. The correct setting of the vehicle category is also essential for the purchase of a Motorway Vignette, as the type of vignette is determined on this basis.

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 arrival at the Parking Barrier, a camera reads the registration number of the Passenger Car and checks whether it belongs to a User entitled to use the Instant Parking service in the system. The Parking Barrier is opened by automatic access based on registration number recognition. When entering the Parking Space, the system records the registration number of the entering vehicle and compares it with the registration number previously provided by the User. If the registration number matches and the User is entitled to use Instant Parking, the Parking Barrier opens automatically and the Parking Time begins. The detailed rules for registration number management and camera data processing are set out in the Service Provider’s Privacy Policy. When using the Instant Parking function, the function may be switched on for only one User at a time in connection with a given registration number.

8.2.7. The User expressly declares that if they are not the operator of the Passenger Car(s) registered in the Parkl system, the Parkl system is used with the express authorisation, consent and approval 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, and bank cards previously recorded there can be deleted. Several bank cards can be registered in the system, from which the favourite card, i.e. the default bank card, must be selected, from which the Parking Fee is automatically deducted once the Parking Time ends. One of the registered bank cards must always remain as the default bank card. The Parkl system does not allow the deletion of the last bank card, except where a new bank card is recorded at the same time. The bank card set as default for a given parking cannot be deleted during the period of active parking or, during an ongoing payment delay, until the service fee that is due but not yet paid has been paid. The provisions of this point apply to Individual Listed Users with the exception that the Parking Fee may also be paid at the expense of the Company User by selecting the appropriate payment method displayed in the Parkl application. Payment at the expense of the Company User is available by default for transactions started from the “FLEET MAIN SCREEN”.

8.2.9. By clicking on the “BILLING” menu item, the setting for requesting a VAT invoice can be changed. By default, the switch is displayed in the off position; by changing it, the billing data fields become available for completion: the company name, tax number and registered office. If the User does not activate the switch and does not provide the billing data, the User may not request the subsequent issue of a VAT invoice after the purchase has been completed.

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

8.2.11. Deleting the Parkl application from a smart device does not terminate the User’s User Account, i.e. it is not deleted. If the User wishes to delete their User Account, they may do so in

the Parkl application by pressing the “DELETE PROFILE” button in the “PROFILE / MANAGE PROFILE” menu. In all cases, the Service Provider shall examine the deletion request without delay and shall duly fulfil it in accordance with the law and the Privacy Policy, unless it is obliged to reject the request for any reason. Until the User 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 Service Provider does not provide any infrastructure (e.g. Parking Barrier, Parking Lock) other than the search and payment interface.

8.3.3. The User is responsible for complying with the traffic order and traffic rules applicable in the area of the Parking Space.

8.3.4. When arriving at the Street Parking Space, the User will find the code of the Parking Zone applicable to their location in the “QUICK START” section of the “ON-STREET PARKING” tile. By clicking on the zone code, the 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 Function, the payment period applicable to the Zone and the additional fee for the Smart Parking Function. It is the sole responsibility of the User to verify the correctness of the location and of the Zone number. The page displays the data required to “Start parking”: the “VEHICLE” field is prefilled by default with the vehicle marked as favourite, but clicking on the vehicle lists the previously registered vehicles, from which the vehicle needed to start parking can be selected, and a new vehicle can also be added; the “PAYMENT METHOD” field is prefilled by default with the bank card marked as favourite, but clicking on the card lists the previously registered bank cards, from which the card needed to start parking can be selected, and a new card can also be registered. If the User has not registered a bank card, “Not provided” is displayed for the Payment method on the start screen, and the “START” button is inactive. Registering a bank card is mandatory in order to use the Service, which can be done by clicking on “PAYMENT METHOD” / “NEW PAYMENT METHOD”. If the User has set the request for a VAT invoice in the Profile, the billing name is displayed on the start screen. If the User does not request this, this line of the table is not displayed.

8.3.5. The map view displayed by clicking on the “ON-STREET PARKING” tile shows the Parking Zones. The Parking Zone of the User’s location is automatically shown as selected, with the Zone code, the name of the Zone, the opening hours of the Zone, the maximum parking time applicable to the Zone and the hourly parking fee displayed at the bottom of the screen. Clicking on the “SELECT” button opens the information sheet for the Zone, which contains 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 fees for the Smart Parking Functions. The page displays the data required to “Start parking”: the “VEHICLE” field is prefilled by default with the vehicle marked as favourite, but clicking on the vehicle lists the previously registered vehicles, from which the vehicle needed to start parking can be selected, and a new vehicle can also be added; the “PAYMENT METHOD” field is prefilled by default with the bank card marked as favourite, but clicking on the card lists the previously registered bank cards, from which the card needed to start parking can be selected, and a new card can also be registered. If the User has set the request for a VAT invoice in the Profile, the billing name is displayed on the start screen. If the User does not request this, this line of the table is not displayed.

8.3.6. Parking can be started by clicking on “START PARKING”. In the case of a successful start, this is indicated on the screen with the details of the parking started, and the application also sends a notification thereof. The User is obliged to ensure that parking has been properly started. The User is obliged to pay any penalty resulting from a failure to start parking.

8.3.7. In the case of Street Parking Spaces, free parking spaces are not visible; the User may park anywhere in the relevant Zone, provided that they comply with the applicable traffic regulations.

8.4. **EV Charging**

8.4.1. By clicking on the “EV CHARGING” tile of the main screen, a map containing the Electric Charging points is displayed. The User can manually search for and then select a charging point by moving the map.

8.4.2. By clicking on the “SEARCH” icon on the map containing the Electric Charging points, the User can enter the exact address of their destination, which is displayed on the map with a yellow pin after the search. Charging points close to the indicated destination can be found by moving the map.

8.4.3. By selecting a “CHARGING POINT” on the EV Charging map, the most important information is displayed at the bottom of

the screen: the name of the charging point, the exact address of the charging point, its opening hours, the number of free charging heads available, the connector type, the maximum charging power available at the charging point, the minimum amount of the charging fee (in the selected currency/kWh), and the straight-line distance of the charging point from the User's current position. Clicking on the "SELECT" button opens the data sheet of the charging point, which contains detailed information on the charging point: the straight-line distance of the charging point, which opens a navigation application outside the app; the opening hours of the charging point; its exact address; and the list of charging heads available at the charging point. The charging heads are shown in a horizontally scrollable list, with the available charging heads listed first. For each charging head, the four-digit charging head identifier for use without registration, the name of the charging head, the connector type, whether a cable is available on site, the power of the charging head, the charging fee and the convenience fee, or, in the case of a Roaming charging point, the Roaming convenience fee, are displayed.

When a Roaming charging point is selected, the name of the operator of the given charging point, the address of the charging point, its straight-line distance, its opening hours, and the number and types of charging heads available at the charging point are displayed. For each charging head type, the maximum available charging power and the minimum amount of the charging fee are shown. If the operator determines the pricing based on several factors, the application displays a combined price, which can be clicked to view a breakdown of the price (e.g. activation fee, parking fee).

Selecting it opens the data sheet of the Roaming charging point, which includes the straight-line distance, the operator's name, the exact address of the charging point, its opening hours and a horizontally scrollable list of the charging heads available at the charging point. For each charging head, the exact pricing is displayed, which may include the following items: charging fee (kWh-based or time-based), parking fee, activation fee and convenience fee.

8.4.4. The pins marking the charging points are displayed on the map according to the current status of the charging point as follows: the pin is purple if the charging point is available at the given time; if the charging point has been manually selected by the User on the map, the pin turns black; if the charging point is not in operation at the given time for any reason, it is shown in grey. The pins marking the charging points are displayed on the map with one, two or three lightning bolts, indicating the highest-power charger available at the charging 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. The filter function can be used on the EV Charging map. When filtering, the connector type, the minimum capacity of the charging head and the availability of an on-site charging cable can be specified, and it can also be set that only those chargers are displayed which are in operation at the given moment and whose accessibility is not restricted (accessible to anyone). The filter parameters set are saved and are also applied when the application is reopened.
A "Parkl-only chargers" option is also available among the filters. This filter is turned off by default, so all available charging points — both Parkl and Roaming charging points — are displayed on the map. If the User activates this filter, only charging points operated by Parkl are shown on the map, and Roaming charging points are not displayed.

8.4.6. By clicking on the "Green list" icon on the EV Charging map, the nearest charging points are displayed in list format. Roaming charging points are also displayed in the list view. 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; therefore, the Service Provider does not guarantee to the User that no other User may occupy the given charging head between the selection of the charging head by the User and the actual start of charging.

8.4.8. Upon arrival at the charging point, the User can start and manage the charging using the Parkl application. By clicking on the "EV CHARGING" tile of the appropriate main screen, in addition to the data of the charging point, the data required to start charging are displayed: the "VEHICLE" field is prefilled by default with the vehicle marked as favourite, but clicking on the vehicle lists the previously registered vehicles, from which the vehicle needed to start charging can be selected, and a new vehicle can also be added; the "PAYMENT METHOD" field is prefilled by default with the bank card marked as favourite, but clicking on the card lists the previously registered bank cards, from which the card needed to start charging can be selected, and a new card can also be registered.

If the User has not registered a bank card, "Not provided" is displayed for the Payment method on the start screen, and the "START" button is inactive. Registering a bank card is mandatory in order to use the Service, which can be done by clicking on "PAYMENT METHOD" / "NEW PAYMENT METHOD".

If the User has set the request for a VAT invoice in the Profile,

the billing name is displayed on the start screen. If the User does not request this, this line of the table is not displayed.

The charging process can be started by selecting the appropriate charging head from the list and clicking on the “START” button. In the case of the Company Service, the Individual Listed User can start charging by following the steps described above and clicking on the EV Charging tile of the “FLEET MAIN SCREEN”.

8.4.9. By clicking on the “CHARGING HEAD” button on the “EV CHARGING” tile of the main screen, it is possible to enter the four-digit charging head identifier for use without registration displayed at Parkl locations, which allows charging to be started at the given charging head. The data required for starting are the same as those described in Chapter 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 has the appropriate manufacturer’s certification and that it is in an undamaged 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. Before starting charging, the User is obliged to check in the Parkl application whether the charging head they intend to use is available in the application and in a condition suitable for starting charging. If the charging head is not available in the application, the User is not entitled to connect a charging cable to it. The User acknowledges that if, notwithstanding the above provision, they connect the charging cable to a charging head that is not available or not suitable for starting charging, the Service Provider shall not be liable for the resulting consequences.

8.4.14. 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 obstacle. 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.

8.4.15. The Service Provider shall not be liable for any direct or consequential damages resulting from charging not taking place due to an unsuccessful start of charging, including, for example, the costs of transporting a car due to a flat battery and the legal consequences arising therefrom.

8.4.16. 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.

8.4.17. 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.

8.4.18. 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.

8.4.19. 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.

8.4.20. 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.

8.4.21. The charging process in progress can be found on the “EV CHARGING” tile of the corresponding main screen with the

name of the charging point and the power consumed. Clicking on this part of the 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.

8.4.22. The charging transaction may be completed by pressing the "STOP" button on the "ongoing charging" page. 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 delay. The application displays 20 charging history items 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 this GTC, shall also be made available in the User's account. The User shall be responsible for retaining the electronic Receipts sent to them.

8.4.23. 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 stations, payment is not in all cases processed immediately, but is settled on a deferred basis. Following the use of the Service, the payment transaction shall be settled and paid no later than within 90 days from the date of the charging. The User acknowledges and accepts that the payment obligation is 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 a "not settled" 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.

8.4.24. Completed charging sessions can be viewed by the User at any time under the "TRANSACTIONS / HISTORY" menu item.

8.4.25. 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 an off-street parking facility

8.5.1. By clicking on the "OFF-STREET PARKING" tile of the main screen, a map of off-street Parking Spaces is displayed. The User can manually search for and then select a Parking Space by moving the map.

8.5.2. By clicking on the "SEARCH" icon on the map containing the off-street Parking Spaces, the User can enter the exact address of their destination, which, following the search, will appear as a yellow pin on the map. By selecting one of the Parking Spaces closest to the designated destination, the application will draw the walking route between the destination and the Parking Space and provide an estimate of the walking time.

8.5.3. By selecting the Parking Space on the off-street 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, hourly parking rate, number of free spaces available at the Parking Space, and its air distance from the User's current position. Clicking on the "SELECT" button opens the Parking Space data sheet, which contains detailed information on the car park: the air distance of the Parking Space, which opens a navigation application outside the app, the number of free spaces available at the Parking Space; the description of the Parking Space; its opening hours; and pricing information.

8.5.4. The pins marking the Parking Spaces are displayed on the map according to the current status of the Parking Space as follows: the pin is purple if the Parking Space is available at the given time; if there are no more free spaces at the Parking Space, the pin is displayed in purple and the text "FULL" in a lighter colour; if the Parking Space has been manually selected by the User on the map, the pin will be black; if the Parking Space is not operational at the given time for any reason, it is shown in grey. The Parking Fee applicable to the Parking Space is displayed on the pin marking the Parking Space. Where an electric charger is also available at the Parking Space, this is indicated by a lightning symbol on the pin.

8.5.5. In the case of General Parking Spaces (including the case of a Pass purchase), the Parkl system does not allow the pre-booking of the General Parking Space, 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 may occupy that Parking Space.

8.5.6. Private Parking Spaces are only available at certain locations, depending on the individual decision of the Partners; they are always indicated by the Service Provider in the Parkl

application and can be accessed by the Individual Listed User via the “OFFICE MAIN SCREEN”, subject to their access rights.

8.6. Reservation of a Private Parking Space

8.6.1. The Private Parking Space is reserved using the “PARKING RESERVATION” button of the “OFFICE MAIN SCREEN”. The button appears on the main screen subject to access rights management (only if the function is included in the Company Contract). The location (if the company has more than one site), the time of the reservation and the vehicle must be specified on the Reservation data sheet. If the User has entered the registration number incorrectly, it can only be corrected by cancelling the reservation and initiating a new reservation. The Private Parking Space can be reserved by clicking on the “RESERVE” icon, which creates the Individual Contract, which is visible under the “TRANSACTIONS / RESERVATIONS” menu item and on the “OFFICE MAIN SCREEN”. The Service Provider does not send a separate confirmation notification of the creation of the reservation; it can always be tracked in the Parkl application.

8.6.2. All upcoming reservations initiated by the User are visible under the “TRANSACTIONS / RESERVATIONS” menu item, where the User can see the name of the parking space, the scheduled time of arrival, the scheduled time of departure and the vehicle. The barrier can be opened from the “RESERVATION DETAILS” page by clicking on the “START” button.

8.6.3. If the User wishes to end the Parking Time earlier and thus close the active parking, the Parking Time will end automatically upon leaving the Private Parking Space with the Passenger Car by opening the Gateway, even if the reservation was made for a longer period. If the User wishes to extend the Parking Time, this can only be done during the active Parking Time via the Parkl application. If the User wishes to change the location of the Private Parking Space after booking, this can only be done by cancelling the reservation and initiating a new reservation, and only before the start of the Parking Time. After the start of the Parking Time, the new Private Parking Space shall be 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 the Parking Space at all, also 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 reservation period, the Service Provider shall be entitled to cancel the User’s reservation and make the Parking Space in question available to another User. In such a case, the Service Provider shall not bear any liability towards the User for damages, reimbursement 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 time of cancellation next to the respective reservation. In this case, the User shall, by definition, not be obliged to pay a Parking Fee.

8.7. Start Parking

8.7.1. Upon arrival at the site – if a free Parking Space is available – the User shall be provided with a General Parking Space selected by them or, depending on the location, with a Private Parking Space on the basis of a valid reservation, which the User is entitled to enter with the Passenger Car designated for that parking in the Parkl application, to operate the Parking Barrier or the Parking Lock and to park their Passenger Car as set out in this section 8.7. If the User wishes to use a General Parking Space, they can do so with the Passenger Car set for that parking, while positioned directly in front of the Parking Barrier closing the General Parking Space concerned, by opening the Parking Barrier via the Parkl system.

8.7.2. The Parking Time is indicated on the screen of the Parkl application by a counter dial from the opening of the Parking Barrier or other type of Gateway.

8.7.3. The User can only control parking in the Parkl application through their own User Account, and only one parking can be controlled at a time with one User Account. Otherwise, the Service Provider shall have the right to refuse the Service in respect of any further reservation active at the same time.

8.7.4. Upon arrival at the site, the Parkl application allows the use of the “QUICK START” function. The Parking Space nearest to the User’s location is shown in the lower part (the “QUICK START” part) of the “OFF-STREET PARKING” tile displayed on the main screen. Clicking on it opens the Parking Space data sheet, which contains detailed information on the car park as well as the data required to start parking.

8.7.5. In other cases, upon arrival at the location, as described in Section 8.5, after selecting the Parking Space, the User is provided with the opportunity to operate the Parking Barrier or other type of Gateway of the Parking Space using the Parkl application. By clicking on the “OFF-STREET PARKING” tile of the relevant main screen, in addition to the Parking Space data, the data required to start off-street 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 the vehicle needed to start parking can be selected, 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 the card needed to start parking can be selected, and it is also possible to register a new card. If the User has no bank card registered, “Not provided” will be displayed for the Payment Method on the start screen, 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 “PAYMENT METHOD” / “NEW PAYMENT METHOD”.

If the User has set up the request for a VAT invoice in the Profile, the billing name will be displayed on the start 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 Space, it can be accessed by scrolling to the bottom of the screen.

By clicking on the “START” button on the Parking Space data sheet. Prior to this, the User cannot open the Parking Barrier or the Parking Lock. In the case of Company Services, the Individual Listed User may open the Parking Barrier or other type of Gateway and start parking by following the steps described above, by clicking on the “OFF-STREET PARKING” tile of the “FLEET MAIN SCREEN”.

8.7.6. The opening of the Parking Barrier or other type of Gateway is not in all cases linked to a range; therefore, it is the sole responsibility of the User to open the Parking Barrier or the Parking Lock only if they have actually arrived at the given Parking Space. At some locations, if the User is not close enough to the Parking Barrier with their Passenger Car, the Parkl application warns them of this, and the Parking Barrier does not open until then.

8.7.7. In the case of parking at a General Parking Space, the Parking Barrier can, by definition, be opened using the Parkl application upon arrival at the Parking Barrier. In the case of an activated Instant Parking function, the Parking Barrier will only open if the registration number of the Passenger Car arriving at the Parking Barrier matches the registration number recorded in the Parkl system.

8.7.8. At some Assigned Parking Spaces equipped with Parking Barriers – in particular where several Parking Barriers secure the area of the parking spaces – the Parkl application may ask the User to enter the code shown on the Parking Barrier or to approach the Parking Barrier with the specified number upon entry. From the options offered, the User must select the code of the Parking 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 code of the Parking Barrier, or if it is an Assigned Parking Space equipped with a Parking Lock, it is the User’s duty and sole responsibility to make sure that they are at the place corresponding to their reservation.

8.7.9. The Service Provider shall not be held liable, either directly or indirectly, if a third party is present at the Parking Space for any reason or does not leave it, or 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 the wrong place, cannot enter the Parking Space or do not leave it once the Parking Time has expired.

8.7.10. Under no circumstances shall the Service Provider be responsible for whether the Parking Space is accessible, in proper condition or has appropriate parameters on the 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 parks, at the expense of the Company User, in a parking space or during a parking period authorised on the basis of the individual agreement concluded between them. If the Individual Listed User parks in a parking space or during a parking period that is not available under the Company Service, the Company User shall nevertheless be obliged to pay the cost thereof to the Service Provider. Any disputes arising from this shall be settled between the Company User and the Individual Listed User.

8.7.12. If, during the ongoing parking, the Individual Listed User becomes aware that they are not parking in a parking space or during a parking period authorised by the Company User, the Individual Listed User shall bear the cost arising from the incorrect choice and may under no circumstances pass it on to either the Service Provider or the Company User; otherwise, the provisions of the preceding point shall govern any disputes between the Parties.

8.7.13. By opening the Parking Barrier or any other type of Gateway, the User may park at the Assigned Parking Space and keep their Passenger Car there 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 parking in progress can be found on the “OFF-STREET PARKING” tile of the relevant main screen, with the name of the Parking Space and the estimated Parking Fee. Clicking on this part of the tile opens the page with the details of the ongoing parking, on which the name of the car park, the detailed information of the car park, the time of entry, the estimated Parking Fee, the vehicle, the parking position, the time elapsed since the start of parking, the current price and the Convenience Fee can be found. The details of the ongoing parking are available on the “TRANSACTIONS / ACTIVE” page by clicking on the “ONGOING 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 the Partner or the Service Provider shall have the right to stay in the Parking Space, except that the Service Provider and the Partner shall have the right to remedy malfunctions and carry out inspections at any time.

8.7.15. During the Parking Time the User is fully responsible for their own activities and is obliged to protect the Parking Space and all technical equipment related to the Service, as well as any other motor vehicles, movable and immovable property present there, from damage, and to act with the care generally expected in the given situation and to take all measures necessary accordingly in order to avoid such damage.

8.7.16. The User shall not carry out or have carried out any alteration works at the Parking Space.

8.7.17. The Service Provider will make every reasonable effort to ensure that the infrastructure connected to the Parkl system (in particular the Parking Barrier, Parking Lock and opening device) functions properly and is suitable for its intended use; however, the Parking Spaces are not under constant surveillance, so it may occur that a structure has been damaged or has become defective during previous use and is therefore unfit for its intended use, and the Service Provider does not yet have information on it. If the infrastructure related to the Parkl service is unfit for its intended use, the User shall not use it and shall immediately notify the Service Provider by email or telephone. The User shall, where possible, substantiate the reason for the unfitness for intended use by means of a photo.

8.7.18. If any technical problem related to the Parkl system arises, the “HELP” button is available in the Parkl application, by means of which the User can obtain information on how to use the Service, or can call the Service Provider’s customer service by pressing a single button.

8.7.19. The User shall immediately inform the Service 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 Service 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 steps justified under the GTC and the legislation. The User shall, where possible, substantiate the reason impeding the intended use by means of a photo.

8.7.20. In the event that the Parking Space is unfit for its intended use or of any other reason that prevents actual parking, the Service Provider shall primarily provide the User with another Parking Space (replacement parking space) after the User has credibly certified the unfitness for intended use. However, the User is not obliged to use the replacement parking space so determined. If it is not possible to provide a replacement parking space, or if it is not located within the area of the car park at the address in question and the location of the replacement parking space offered to the User at the site nearest to the original address is not suitable for the User, or the User does not accept it for any other reason, the User shall leave the area of the car park concerned. This ends the Parking Time, and the Service Provider shall have no further obligation towards the User for reimbursement, damages, indemnity or any other obligation.

8.7.21. Active parking is validly closed if the User actually leaves the Parking Space with the Passenger Car used, in accordance with the contract and the provisions of point 8.8. In the case of an Assigned Parking Space, if this takes place later than the prior reservation – possibly extended by the User – the actual time of departure shall prevail.

8.7.22. The Parking Fee, calculated by the Parkl system as a function of time based in all cases on the actual Parking Time and indicated continuously in the Parkl application, becomes payable upon the closing of the parking and is automatically deducted from the specified bank card. The User expressly consents to and authorises the Service Provider to deduct the Parking Fee from their bank card without any further warning. The terms and conditions for the payment of the Parking Fee are set out in detail in point 9.

8.7.23. Upon closing 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 20 parking records 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 this 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 under the “TRANSACTIONS / HISTORY” menu item.

8.8. Leaving the Parking Space

8.8.1. At the end of the parking, the User is obliged to leave the Parking Space properly, in a condition suitable for its intended use, accessible to other Users, emptied, clean and free of rubbish, without delay, and to close the Parking Time with the

Parkl application. The User acknowledges that in the absence of this, the Service Provider or the Partner is entitled to have the Passenger Car used by the User towed away in the event of an irregular stay, in order that the Service relating to the Parking Space may be used by other Users without hindrance. Any costs related to the towing shall be borne by the User and shall be deducted directly from the User's specified default bank card. If the User does not comply with the rules applicable to the Parking Space, prevents its proper use by other Users or other motorists and does not leave it in accordance with the contract, this 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 actual stay with the Passenger Car, with the proviso that for any stay not in accordance with the intended use, as a general rule double the per-minute fee or, in the case of a payment scheme otherwise determined by the Partner, e.g. billing based on half an hour, hour, day, etc., double such fees shall be charged.

8.8.2. The User shall be free to determine the time of leaving the General Parking Space or the Street Parking Space.

8.8.3. Leaving the Parking Space is considered to be proper if the User has opened the Gateway with the help of the Parkl application and has properly left the relevant parking property with their Passenger Car, 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 Space, proper leaving means leaving the given Parking Space in compliance with the applicable rules of the order of traffic.

8.8.4. If the User fails to leave the Parking Space properly, the Parking Time will not be closed until 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 for damages under the GTC until then. In the event of such failure at a Street Parking Space, the amount of the fine that may be imposed by the relevant authorities on the basis of the relevant legislation shall apply, and the Service Provider shall not require any related consideration from the User.

8.8.5. In the event that the Gateway cannot be properly closed due to failure or damage, the User shall immediately notify the Service Provider by telephone 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 Time 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.

8.8.7.

9. Service fee: the 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 at the individual Parking Spaces will be invoiced on the basis of a previously specified, individually determined, in principle minute-based, or other payment structure, e.g. half-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 in principle different from that set out in point 9.1; in all cases it is invoiced on the basis of

a) a minimum parking fee at the rate established by law in accordance with the Parking Zone corresponding to the parking location, or

b) a parking fee at the rate established by law or by other regulations corresponding to the parking period and location

as the basis.

9.3. In all cases, the parking tariff shall be set by the Partner, and the Service Provider shall not be responsible for the establishment and the level of the tariff. The Service Provider shall not have the right to unilaterally modify the tariff provided by the Partner. At any time the Partner has the right to unilaterally change the tariffs it applies, and the Service Provider, as an intermediary, shall not be liable in any way in respect thereof. Any price change shall be valid only for the future, subject to prior notice to the User, after the update of the tariff for the Parking Space and its subsequent acknowledgement by the User through the conclusion of an Individual Contract, and shall not affect parking sessions already in progress.

9.4. With the exception of Street Parking Spaces, the first 10 minutes of Parking Time is generally free of charge (but this may be modified for different locations according to the Partner's needs). Within this period, the User can use the Parking Space free of charge but must also leave it by the end of the free Parking Time. If they do not do so, the calculation of the Parking Fee begins thereafter, but retroactively from the start of the Parking Time. In the case of a Street Parking Space, the calculation of the Parking Fee starts with the launch of the parking in the Parkl application. Depending on the Partner's decision, the first hour may be free of charge at

some Parking Spaces. The amount of the Parking Fee can be seen in the preliminary hourly estimate shown on the data sheet of the Parking Space and can be monitored continuously during the Parking Time on the screen showing the Parking Time. If the User leaves the Assigned 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 in the Parkl system and updated in the event of any change. 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 (with the exception of Street Parking Spaces) and once per charging.

9.6. The end of the Parking Time is also the end 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 authorises and instructs the Service Provider to automatically charge the Parking Fee, as well as any other related payment obligations borne by the User, when due, to the bank card provided by the User and registered in the Online Payment System, through the payment service provider used within the framework of the Online Payment System – in particular Barion or SimplePay. The User acknowledges that automatic bank card payment requires the registration of the bank card in the Online Payment System and the related authorisation. The Service Provider expressly accepts the User's mandate and authorisation under this point.

9.8. The Parking Fee is paid in Hungary's legal currency, the Forint (HUF), and the prices are the gross prices payable by the User in consumer trade.

9.9. The Parking Fee may be paid individually for each parking, or by means of a Pass or a Coupon. The use of a Coupon within the framework of the Company Service is not possible. The use of a Pass is possible in accordance with the individual agreement concluded with the Company User, as set out in 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 charger within Parkl's own charging network following the allocation of the Coupon, no separate individual payment transaction shall be carried out in accordance with this Chapter, up to the value of the Coupon. 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 electric car 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 further parking or charging sessions, 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 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 offset against 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 or charging. The Parkl system stores the used Coupons, which can be seen by the User in their account.

9.11. Recurring bank card payment: The User is obliged to pay the fee for the Service in the form of online payment, through the mediation of the **Online Payment System** provided by the Service Provider. Within the framework of the Online Payment System, the Service Provider may use the online payment services of SimplePay and/or Barion. Recurring bank card payment (hereinafter: **"Recurring Payment"**) is a payment function provided within the framework of the Online Payment System which enables the Service Provider, on the basis of the bank card provided by the User during the bank card registration, to initiate Parking Fees falling due later, as well as other payment obligations borne by the User under this GTC, without the bank card details being entered again and without the User's separate consent for each transaction. By using Recurring Payment, the User expressly consents that, following successful bank card registration, payment obligations falling due later in connection with the Services used in the Parkl application or on any other interface provided by the Service Provider shall be settled by charging the bank card registered by the User, through the payment service provider participating in the Online Payment System – in particular SimplePay or Barion. The User acknowledges that in the course of Recurring Payment the bank card details do not come into the possession of the Service Provider. The bank card details are processed and the payment transactions are executed in accordance with the rules of the payment service provider used and of the card companies concerned. The User acknowledges that the operation of

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Recurring Payment, the registration of the bank card, the initiation of transactions and the related security measures are governed by the regulations and conditions of the payment service provider concerned, as in force from time to time. The Service Provider is liable for the transactions it initiates within the framework of Recurring Payment in accordance with this GTC. The Service Provider's liability in connection with the operation or availability of the payment service provider, or with payment transactions that fail or are unsuccessful for reasons beyond the Service Provider's control, is excluded to the extent permitted by the applicable legislation. By accepting this point, the User expressly consents to the use of Recurring Payment and acknowledges that, within its framework, payment obligations falling due later may be settled by charging the registered bank card without the User's separate approval for each transaction.

9.12. The User must pay the fee for the Service 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 bank card acceptance 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 use Recurring payment, by accepting this declaration you agree that subsequent payments initiated in this webshop www.parkl.net *after the successful registration transaction are made as initiated by the Trader without re-entering bank card details and without your consent per transaction.*

Note (!): Bank card data are processed in accordance with the applicable legislation and the security rules of the card companies and payment service providers. The Trader (Service Provider) has no access to the bank card details. The processing of bank card data and the execution of payment transactions are carried out by the payment service provider used by the Trader for the given payment method (in particular SimplePay or Barion), in accordance with its own data processing and security rules. The Trader (Service Provider) is liable for recurring payment transactions initiated incorrectly or unlawfully by the Trader (Service Provider). The enforcement of claims against the payment service provider in connection with transactions initiated by the Trader (Service Provider) is governed by the contractual relationship between the Trader (Service Provider) and the payment service provider concerned, as well as by the provisions of the applicable legislation. I have read this factsheet, understood its content, and acknowledge and accept it.

9.13. The Service Provider assumes no responsibility for the services provided by financial service providers.

9.14. The Service Provider reserves the right to retroactively enforce any outstanding debt 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, and to collect it by charging the bank card or other payment instrument previously provided by the User. Upon the User's request, the Service Provider shall provide an itemised statement of the retroactive charges, along with the justification thereof.

9.15. Payment of the Parking Fee becomes valid and settled upon crediting to the Service Provider's account. If the User contests the amount of the Parking Fee that has been automatically deducted, they may do so by sending an email to the Service 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, proving the facts and circumstances serving as evidence of their claim. In the absence of any substantive objection, the Parking Fee applied shall be deemed accepted by the User and may not be validly disputed further. In case of a dispute, the Service Provider will contact the User immediately in order to resolve the dispute as soon as possible.

9.16. The Service Provider shall send an e-receipt and/or an e-invoice for the paid Parking Fee to the e-mail address belonging to the User Account, depending on whether a receipt or an invoice is requested in the setting in the menu item "PROFILE". The Service Provider shall not be liable if the provided e-mail address is not live, is 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 the Company Service, the Individual Listed User will only receive an e-mail notification of the closing of the Individual Contract, and in this case the receipt and invoice will be received by the Company User, based on the company payment structure of their choice.

9.17. 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 an e-receipt per parking will always be automatically generated on the server of the Parkl system, which the Service Provider will immediately send to the e-mail address provided by the User with formatted .txt content.

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This .txt file is stored and then archived in the NETLOCK system of the Service Provider as a duplicate in .pdf format.

9.18. 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, in respect of their actual parking sessions following the request. 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 data, the parking data and amount to the szamlazz.hu server, where the system calculates the amount to be invoiced on a monthly basis based on the parking sessions, and the relevant VAT invoice is automatically issued once a month via the szamlazz.hu web service and returned in .pdf format to the Parkl server.

9.19. 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 subsequently on a monthly basis as a summary invoice, 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.

9.20. 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 any other 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.

9.21. 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 that it is not possible to settle them when due, and the User is in delay exceeding 15 days in fulfilling their payment obligation and does not fully comply with their payment obligation within an additional period of 5 days from the communication of 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 the list of “UNSETTLED TRANSACTIONS”, which is accessible from the main screen. In the event of a debt, the main screen will display “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.

9.22. If the respective Partner of the Service Provider allows it, the User shall have the right to purchase a Pass through the Parkl application for a specific location or, where appropriate, for multiple locations at the same time, which entitles them to use Parking Spaces at the specified location(s) under the terms specified by the Partner. The Parkl application will duly indicate if the purchase of a Pass is possible for the given location, and the relevant specific terms and conditions 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, with one transaction, the User shall be entitled to use parking services in the quantity, duration and location specified by the Partner. In such a case, no individual payment transaction will be made for each parking.

9.23. The Service Provider is entitled at its own discretion to deactivate the User immediately 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.

9.24. The User expressly and irrevocably instructs and authorises the Service Provider to issue an order, through the payment service provider, to debit the relevant bank card of the User with the amount of the Parking Fee due, plus any interest, once a day for five days during the period of the payment delay.

9.25. If under this GTC the User fails to comply in time with their 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 when due, Parkl shall have the right to act, directly or through an agent, to settle the debt and to take the necessary measures, and to pass on the costs incurred to the User.

9.26. 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, in the case of a User that is a consumer, the offsetting of a legitimate and credible claim for a pecuniary receivable. Offsetting takes place individually in the course of

administration following a consumer notification sent to the help@parkl.net email address.

9.27. Downloading the Parkl application is free of charge, but the User must allow in-app purchases in the settings of their mobile phone.

9.28. The Service Provider reserves the right to introduce discounts and promotions, the terms and conditions of which shall always be communicated to Users in due time and in advance through the Parkl system.

9.29. The provisions of this Chapter 9 shall apply in the case of use within the framework of the Company Service, with the exception that, after the end of the parking, 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 time slot authorised by the Company User. In the case of use within the framework of the Company Service, the use of a 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 the GTC by the Service Provider 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, a contract, legislation, official regulations, or any 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, deactivate the User's User Account – if the infringement can be remedied, until it is 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 Company User, the Individual Listed User's right to use the Company Service shall also be terminated accordingly. 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 Service 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, it shall take immediate action to 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 it is entitled to determine unilaterally, which user conduct it considers to be unlawful where that conduct results in an irregular, contract-breaching or abusive use of the Parkl system, irrespective of whether it is expressly mentioned in this GTC, and also the duration of the deactivation, deletion or possible ban it applies in the case of a given infringement.

10.4. The Partner shall have the right to have the Passenger Car of the User in breach of contract towed away immediately from the Assigned Parking Space if the unlawful or contract-breaching conduct is related to the actual, ongoing or not contractually closed parking activity of the User, and the User does not, despite being requested to do so, cease the relevant conduct, and it can be remedied most effectively or most successfully by towing away the Passenger Car concerned. The costs of towing shall at all times be borne by the User and shall be automatically deducted from the default bank card; the Service Provider shall also be entitled to enforce any relevant legal consequences against the User of the towed Passenger Car, including any claim for damages.

10.5. The User expressly acknowledges that during the deactivation – regardless of the other legal consequences imposed on them by the Service Provider in connection with the breach of contract on which it is based – the User is not entitled to use further 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 the deactivation is terminated, i.e. once the User Account has been reactivated by the Service Provider, the user content of the account becomes accessible again to the User; however, in the case of each reactivation, the Service Provider is entitled to demand from the User a gross re-registration fee of 5,000 HUF (or the equivalent amount in another currency based on the User's bank card), which is automatically deducted from the default bank card upon reactivation.

10.6. The deletion of a User Account constitutes a termination of the GTC by the Service Provider 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. A User Account cannot be deleted if active parking is ongoing, or if a due payment obligation has not been fulfilled, for the period of the 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 deletion, user bookings that have not yet started will also be automatically deleted. It is not possible to restore the content of the deleted account subsequently; the User can only initiate 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.

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10.9. The Service Provider excludes its liability for any damage resulting from, or in any way related to, the deactivation by the Service Provider of a User Account or user content due to conduct that violates the GTC or legislation or otherwise breaches the contract, or its deletion on its own authority or upon request, or the permanent ban of the User, and shall not be liable for it either directly or indirectly. The User shall not make any claim for compensation or any other claim against the Service Provider for any damage resulting from deactivation, deletion or a ban, 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 informs the Service Provider unclearly or misleadingly about their entitlement or data required for the conclusion of the Individual Contract, including if the data provided by the User prove to be untrue in whole or in part, in particular with regard to the following data: that they are in possession of an appropriate driving licence, authorisation and the conditions required for driving the Passenger Car which they are driving;
- The User uses the Parkl system irregularly or contrary to its intended purpose, uses it for fraud or to the detriment of the Service Provider or a third party, or in any way causes damage during the use of the Service;
- If the User does not extend the Parking Time for the Assigned Parking Space in advance, but does not leave it in accordance with the contract either;
- The User does not provide at all times, on the bank card set as default for the given parking, adequate coverage for the fee of the Service used;
- The User is in delay of more than 15 days in paying the fee for the Service and does not fully comply with their payment obligation within an additional period of 5 days from the communication of the Service Provider's written request;
- The User loses their pre-existing right to drive as a result of a driving disqualification or the 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 this GTC, which constitutes a termination.

10.12. In the event of termination of the GTC by extraordinary termination, or of the deletion of the User's account, the User – or, in the case of the Company Service, the Company User – shall remain obliged, even after the date of termination, to fulfil the payment obligations undertaken in the contract and due at the time 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 contract.

10.14. In the case of the Company Service, the Company User also has the right to ban from the system, via the company administration system, an Individual Listed User who repeatedly parks at the expense of the Company User in a Parking Space that does not fall within the parking zone or time slot specified by the Company User, or if it wishes to terminate the access rights of the Individual Listed User for other reasons. In this case, the Individual Listed User becomes a User and may 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 solely at their own risk. 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 liability for 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 officially determined parking fees, and under no circumstances is the Service Provider responsible for their actual occurrence.

11.1.3. If the Company Service is used, the Company User shall be liable for payment; this provision shall also apply if the Individual Listed User chooses the payment method of paying the Parking Fee to the account of the Company User in a parking space or parking time slot not designated by the Company User. The individual agreement between the Company User and the Individual Listed User is not regulated by the Service Provider and is governed by the agreement between them.

11.1.4. In accordance with these GTC, Parkl is liable for any damage caused to the electromobility user in the context of the provision of the electromobility service, with the proviso that, if the damage is not attributable to the electromobility service activity of the operator of the electric charging facility, the obligation of liability towards the electromobility user shall not restrict the further enforcement of claims by the operator of the electric charging facility 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 solely at their own risk.

11.2.2. In addition, the correctness, veracity and accuracy of any information or data relating to the User or the Partner which is relevant in any way to, or related to, the performance of these GTC, in particular but not exclusively data relating to invoicing (e.g. bank account number), shall at all times be the sole responsibility of the User or the Partner. In the event of any change, the User or the Partner shall immediately notify the Service Provider in writing. In the event of failure to do so, or in the event of any incorrect, erroneous or untrue data or information, all legal consequences shall be borne solely by the User or the Partner. Until written notice to the contrary is given, the information contained in these GTC and its annexes shall be deemed to be valid and in force, and the Service Provider shall not be obliged to verify regularly that it is up to date.

11.2.3. The User is obliged to use the Parkl system for legitimate and lawful purposes and in a legitimate and lawful 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 or malfunction thereof, or any 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 either. The User is responsible for verifying the accuracy and timeliness of the information displayed in the Parkl system. The User uses the information solely at their own risk.

11.3.3. The User accepts that the Service Provider has no influence on the policies and activities of the Play Store or the App Store. In the event of a change in these policies or activities, malfunction or any circumstance preventing or impeding the use of the Service in any way, the Service Provider shall not assume responsibility for the full performance of the ordered Service. The User acknowledges and accepts that, in such a case, they may not bring any claim for damages, indemnification, reimbursement or any other claim against the Service Provider.

11.3.4. Furthermore, the Service Provider does not guarantee the policies and operation of third-party service providers in any way connected with the use of the Parkl application, nor any errors resulting from their change, termination or outage, nor the full performance of the services ordered.

11.3.5. The Service Provider shall not be liable for any unauthorised 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 Service Provider shall make every effort to ensure that the Parkl system functions smoothly, in accordance with the provisions of these GTC, and, to the extent possible, regularly monitors and updates the Parkl system, verifies the accuracy of the information and data available in it and seeks to protect it against computer viruses and other malware; however, the Service Provider does not assume responsibility for the continuous, unimpeded, faultless operation and accessibility of the Parkl system, its completeness or fitness for a particular purpose, for any loss of data for any reason or for any other dysfunctional phenomenon. Dysfunctions include, in particular, any technical shutdown, network failure or outage, or damage caused by harmful content that becomes available through or is placed in the Parkl system, such as viruses, worms or macros, or by hacker activities. The Service Provider expressly excludes direct or indirect liability for damage and losses resulting from the Parkl system and the information and content available there, their direct or indirect use, the unusable condition of the Parkl system, its improper operation, deficiencies, any malfunction or ambiguity, and for access and other operational tasks performed by or with the assistance of third-party service providers; the Service Provider bears liability only if the damage is attributable to the culpable conduct of the Service Provider or its contributor.

11.3.7. Where an electronic monitoring system, other than within the framework of the 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 the Partner, at all times 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 the cameras operated by the Service Provider for the purposes of Instant Parking – and under no circumstances is the Service Provider liable for it. The data protection provisions governing the electronic monitoring system are contained in the Service Provider's Privacy Policy.

11.4. Liability 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 and 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 of the User or the 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 Service Provider shall not be liable, directly or indirectly, for any breakdown, damage, theft, destruction or any other damage to any vehicle, other movable property or immovable property used by the User or otherwise located on the premises of the property comprising the Parking Space. The Service Provider shall not assume any responsibility for personal items left in the Parking Space.

11.4.3. Given the intermediary nature of the Service, the Service Provider is not responsible for the quality of the parking service provided by the Partner. In the event of any damage suffered by the User or a third party in the course of or in connection with the use of the Service, the Service Provider excludes all liability in this respect, and the User or any third party shall have recourse with any claim for damages exclusively to the Partner. The Partner explicitly recognises and undertakes this obligation.

11.4.4. The provision of the security conditions of the parking service, the safety of life and property and the protection of persons and property shall at all times be the sole responsibility and obligation of the Partner, and the Service Provider may not be held liable, either directly or indirectly, for their absence or inadequate operation, or for any legal consequences arising therefrom.

11.4.5. In view of the nature of the subject matter of the contract, the Service Provider's liability and obligation to answer for any claim of any third party 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 Service Provider does not intervene in disputes arising between the Partner and the User, and the Partner shall indemnify the Service Provider against any claim, demand and liability for damages. If a third party raises any claim against the Service Provider in connection with or in relation to the performance, the Partner shall fully indemnify the Service Provider against any relevant liability, order or obligation. In the event of any enforcement of claims against the Service Provider, the Partner shall provide the Service Provider with all the necessary information and shall intervene in the proceedings brought against the Service Provider in order to secure the Service Provider's exemption or success in the litigation.

11.5. Liability of the Service Provider

11.5.1. The Partner may not be obliged to bear or reimburse any damages arising from the intentional conduct of the Service Provider or its representatives or employees that is contrary to or violates the provisions of these GTC; 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. Material in this sense is any obligation set forth in these GTC the performance of which is essential to the use of the Service.

11.5.2. The Service Provider shall not be obliged to bear or pay compensation for damage caused by circumstances beyond the Service Provider's control, where the occurrence of such damage was not foreseeable at the time the Individual Contract was concluded.

11.5.3. In the case of a Street Parking Space, the Service Provider shall not be liable in any way or in any case for any modification of the parking fees resulting from legislative changes, or for the special method of calculating the Parking Fee in force in the Parking Zone of the Street Parking Space; the User shall verify these in all cases.

11.5.4. The Service Provider shall not be liable for damages arising from starting parking at a Street Parking Space in the wrong Zone or erroneously in any other way. The User is obliged on each occasion to make sure that the zone number corresponds to their actual 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 Space locations.

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 services in respect of Street Parking Spaces, or as a result of the Service Provider being unable, due to a modification, to comply with its obligations under the GTC from the date of the modification. In this case, the provision of the Service will cease on the date specified in the notice thereof.

11.5.7. The Service Provider shall bear no liability or obligation in connection with the financial and timely settlement of damages or fines imposed at the Parking Space.

11.5.8. The User is obliged in all cases to ensure that their parking has started and stopped correctly, 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 of the consideration 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 negotiated and accepted agreement of the Parties. The Parties expressly acknowledge that the consideration for the limitation of liability, as mutually accepted by the Parties, is taken into account when determining the fees, that they agree on the amount thereof in full knowledge of this fact, and that they expressly acknowledge them as proportionate.

11.5.11. If the law of the state of the User's place of residence or, where applicable, habitual abode contains further provisions limiting liability that govern the legal relationship between the Parties, then these legal provisions shall apply in addition to the liability limitation rules contained in these GTC, supplementing them or, if necessary under the rules of private international law, replacing them.

11.5.12. Neither Party shall be liable for any delay or non-performance of its obligations under this contract if it is caused by an event that the Party could not reasonably avert, provided that both Parties take reasonable measures to minimise or avoid such delay or non-performance.

11.6. Force majeure

11.7. 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 may include, in particular, natural disasters, fires, explosions, epidemics, acts of war or terrorism, national or sectoral strikes, and other similar extraordinary circumstances.

11.8. 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 expected impact on the performance of the Agreement.

11.9. If force majeure would delay the performance of the 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.

12. 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 and all copyright, industrial property and related rights attached to all elements of the Parkl system, and that no third party has any right in any respect that would prevent or impede the use of the software or other system components by the User.

12.2. Under no circumstances shall these GTC affect the Service Provider's intellectual property in, and unlimited and exclusive right of use of, any of its intellectual creations relating to the Parkl system; these shall in all cases remain exclusively owned and used by the Service Provider, and the User shall not acquire any copyright, user, industrial property or other rights in respect of the Parkl system, either unlimited or limited.

12.3. The name and trademark Parkl are protected by industrial property rights and may be used, with the exception of reference, only with the written consent of the Service Provider.

12.4. All elements of the Parkl system and all service provider content available on it are protected by the Service Provider's copyright – and, where relevant, industrial property rights. Their use, processing, copying, adaptation, distribution, reproduction, storage, exploitation in any way, and use beyond the purpose of these GTC without the explicit written consent of the right holder constitute an infringement of copyright, which entails the appropriate legal consequences.

12.5. Any material may be taken over from the Parkl application and its database, even with written consent, 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 with it and the internet advertising space.

12.7. The use of the Service shall under no circumstances result in the User decompiling or reverse engineering the source code, or disassembling, reproducing or exploiting the opening device or any other device owned by the Service Provider or used by it to perform these GTC, or in any other way infringing the Service Provider's rights in its intellectual creations.

12.8. Furthermore, the adaptation of the content of the Parkl system or parts thereof, the creation of user identifiers in an unfair manner, and the use of any application by which the Parkl

application or any part of it can be modified or indexed (e.g. a crawler or any other reverse engineering tool) shall be prohibited.

12.9. The Service Provider reserves the right to modify and adapt the Parkl system at any time, taking into account that this shall not cause an interruption of normal operation longer than the 48-hour downtime specified in these GTC at a time, and Users shall always be informed in advance in due time.

12.10. In the event of an infringement of copyright, the Service Provider may enforce against the infringer its right to compensation through the courts and any other legal consequences.

13. Electromobility Service

13.1. In certain locations, subject to cooperation with individual Partners or independently, the Service Provider, Parkl, also 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 Registration 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 scanning the QR code, which leads to the Website (parkl.net/charge), where the Ad Hoc User can choose the charging head to be used in two ways. With the “MAP SEARCH” the charging point can be marked manually, where charging can be started by selecting the “START CHARGING” menu item; or the ad hoc charging can be started with “ENTER IDENTIFIER”, in which case the four-digit number indicated on the sticker next to the charging head must be entered to identify the location, and then the Ad Hoc User must select the value of the Electromobility Service they wish to use. Charging can then be started after entering the e-mail address and telephone number, as well as the payment information, on the form displayed on the Website. The Ad Hoc User will be informed by e-mail about the start of charging and about its progress and completion. Charging can be interrupted at any time by clicking on the “STOP CHARGING” menu item. The fees for the Electromobility Service, also in the case of Ad Hoc Users, shall be governed by the tariff determined on the basis of these GTC. The Service Provider shall also display the Electromobility Service Fee on the electric charging devices in a clearly visible manner. The amount specified in advance by the Ad Hoc User will be blocked in advance on the basis of the bank card data provided by the Ad Hoc User, before the start of charging. Once charging has reached the predetermined amount, charging will stop automatically. In the event that the Ad Hoc User stops charging earlier, so that the blocked amount is not used, the remaining amount will be released and transferred back to the Ad Hoc User's account. The time of the refund depends on the bank concerned, and the Service Provider has no influence on it, so a processing time must be taken into account when the unused amount is released. 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 consideration payable 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 certain charging stations, depending on the Partner's decision, the Ad Hoc User may also use RFID charging.

13.4. Each charging station is operated either by the respective Partner or by Parkl in its own competence; the Service Provider always ensures the operation of the charging station by the User through the Parkl application, so that the Service Provider is responsible for the proper operation of the charging stations only at the locations where it is itself the operator of the Electromobility Service. The information on the operation of the respective charging stations, the contact details of the Partners, fault reporting and other relevant information shall be provided by the Service Provider on the information interface of the respective charging station recorded in the Parkl application and on the stickers placed on the charging devices.

13.5. The User shall at all times be fully responsible for the compatibility of the Passenger Car they intend to charge at the given charging station with the charging station, and for the proper use of the charging station in accordance with the rules.

13.6. The Service Provider shall in all cases allow Users and Ad Hoc Users to use the Electromobility Service and the Roaming service for appropriate consideration; in the case of the Electromobility Service, this Electric Charging fee is determined on the basis of the amount of electricity consumed in kWh, increased by a fixed-amount Convenience Fee, while the Roaming Service Fee is calculated as set out in section 3 of these GTC. The amount is settled via the Parkl system or, in the case of Ad Hoc Users, via the Website, by redirection to the website of the SaferPay Online Payment System, by bank card payment.

13.7. The Electromobility Service may also be used by Individual Listed Users, subject to the Service Provider's agreement with Company Users.

13.8. Otherwise, the provisions of these GTC shall apply mutatis mutandis to the Electromobility Service. The guidelines for starting Electric Charging from the mobile application are set out in Chapter 8.4 of these 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 a non-updated application. The User acknowledges that the latest version guarantees the full functionality and security of the application and its compatibility with the services.

14. Allianz Car Assistance

14.1. Via the “Car Assistance” menu item of the Parkl mobile application, the User may access the interface for concluding the Allianz Car Assistance insurance provided by Allianz Hungária Zrt.

14.2. The information displayed in the Parkl mobile application and the reference to Allianz Car Assistance shall not qualify as an insurance offer made by the Service Provider, and the Service Provider does not provide insurance services. The conclusion of the insurance, the payment of the insurance premium and all further administration relating to the insurance contract shall take place directly on the interface of Allianz Hungária Zrt., between the User and Allianz Hungária Zrt.

14.3. The User shall pay the insurance premium directly to Allianz Hungária Zrt. The Service Provider shall not take part in the collection of the insurance premium.

14.4. The Service Provider shall not carry out any administration relating to the insurance; in particular, it shall not handle any notifications or claims relating to the insurance contract, the insurance premium, insured events, loss events or the use of the assistance service.

14.5. The User shall contact Allianz Hungária Zrt. directly with any question, notification or administrative request relating to the insurance. In the event of using the assistance service or the occurrence of an insured event, notification shall be made via the contact details specified by Allianz Hungária Zrt.

14.6. Detailed information on Allianz Car Assistance, the insurance terms and conditions, as well as the current contact details for administration and for the assistance service are available on the following page of Allianz Hungária Zrt.: Allianz Car Assistance

14.7. The insurance contract, its conclusion, entry into force and termination, the insurance cover and the insurer’s obligation to provide services shall be governed by the relevant insurance terms and conditions of Allianz Hungária Zrt.

15. Privacy

15.1. The data protection provisions of the Service Provider are set out in a separate policy. The Privacy Policy is available on the Service Provider’s website at the following link in Hungarian: https://parkl.net/hu/privacy, and in English: https://parkl.net/en/privacy.

16. Complaint Handling

16.1. Different legal provisions may apply to the rules for handling complaints in different Service Areas.

16.2. 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.

16.3. If the User has any complaint regarding the Service or its performance, they may submit their complaint by email to help@parkl.net, by telephone at +36-1/8555-777, or by letter addressed to the Service Provider.

16.4. The Service Provider shall reply in writing to the written complaint within 30 days. It shall state the reasons for its position rejecting the complaint. It shall keep a copy of the reply for 5 years and present it to the control authorities at their request.

16.5. The User acknowledges and expressly agrees that Parkl may, when assessing the complaint, if necessary and to the extent necessary, use the recordings of the electronic monitoring system (security camera) installed and operated by the Partner at the Assigned Parking Space in the investigation of the complaint and for that purpose, in accordance with the relevant legal provisions.

16.6. 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 User’s obligations towards third parties (e.g. local governments or authorised organisations 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.

16.7. In connection with a surcharge imposed by the competent authority (in particular the local government), objections, 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 substantively 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

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Provider will not be able to conduct a substantive review of the case.

16.8. If the complaint handling does not result in a satisfactory outcome for the User, they may resort to the proceedings of further bodies: 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 User may initiate proceedings by the NMHH (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 of 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.

16.9. The Service Provider draws the User's attention to the possibility of using the 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. A precondition for initiating the proceedings of the conciliation body is that the consumer has attempted to settle the dispute directly with the business concerned. The proceedings of the conciliation body are initiated 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 conciliation body competent for the Service Provider's registered office: Budapest Conciliation Body (Budapesti Békéltető Testület), 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 their discretion, refer the matter to the court competent for the Service Provider's registered office or for the User's domestic place of residence or, in the absence thereof, their domestic place of stay, in accordance with the rules of civil procedure.

17. Other provisions

17.1. The Service Provider is entitled to use a subcontractor or other contributor to fulfil its obligations. It bears full responsibility for their conduct as if it had performed the obligations itself.

17.2. A legal relationship established under the GTC may not be assigned by either Party without the written consent of the other Party.

17.3. If any part of this GTC becomes invalid or unenforceable, it shall not affect the validity and enforceability of the remaining parts.

17.4. If the Service Provider does not exercise a right to which it is entitled under the GTC, the failure to exercise that right shall not be considered 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 Service Provider does not strictly adhere to any of the essential terms or stipulations of the GTC does not mean that it waives the right to insist, at a later stage, on strict compliance with that term or stipulation.

17.5. The Service Provider and the User shall primarily try to settle their disputes amicably.

17.6. 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 by 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.

17.7. In the event of a breach by the User of the obligation set out in Section 17.6, 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.

17.8. Notwithstanding the provisions of Section 17.7, 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 jeopardises their safety.

18. 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
- Government Decree 243/2019. (X. 22.) on certain aspects of electromobility services
- Government Decree 667/2020. (XII. 28.) on the implementation of Act CXLV of 2020 on the Unified Electronic Sale of Certain Public Services
- Government Decree 45/2014. (II. 26.) laying down detailed rules on contracts between consumers and businesses

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ANNEX 1:

TARIFFS

Our fees are gross prices and include VAT.

Transaction tariff		
	Unit	**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
Smart Parking Function fee	Per transaction *(in the case of the automatic renewal and park until Smart Parking Functions, per renewal within a given parking session)*	95 HUF
Electric charging convenience fee	Per charge	125 HUF
Roaming convenience fee	Per charge	950 HUF
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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ANNEX 2:

RULES APPLICABLE EXCLUSIVELY WITHIN HUNGARY

1. General Provisions

1.1. The provisions set out in Chapter 4 of these 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 to that effect 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 and shall provide one copy of the recording per audio recording, electronically if so 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 delay.

2. Complaint Handling

2.1. In addition to the general complaint handling rules set out in Chapter 16 of these GTC, the following provisions shall apply in respect of the Service 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. Motorway Vignette

3.1. The processes related to vignette purchases can be managed via the "E-VIGNETTE" tile on the main screen.

3.2. By clicking the "PURCHASE NEW VIGNETTE" button within the "E-VIGNETTE" tile on the main screen, the interface for purchasing a vignette 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 motorway vignette purchase is accurate: registration number, country code, vehicle category. The Service Provider shall not be obliged to pay compensation to the User for any damage arising from parking or motorway vignette purchases carried out with incorrect data.
Data required for vignette purchase: the "VEHICLE" field is pre-filled by default with the vehicle marked as favourite; however, by clicking on the vehicle, previously registered vehicles are listed, from which the vehicle required for the vignette purchase may be selected, and it is also possible to add a new vehicle; the "PAYMENT METHOD" field is pre-filled by default with the details of the bank card marked as favourite; however, by clicking on the card, previously registered bank cards are listed, from which the card required for the vignette purchase may be selected, and 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 be 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 the User has no such request, this row of the table will not be displayed.

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 motorway only after it has arrived. Use of the motorway 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 that is not tied to a specific date and the rules on the consumer right of withdrawal and termination regulated in Government Decree 45/2014. (II. 26.) apply to it, such rights may be exercised as follows: the User expressly acknowledges that, pursuant to Section 20 (2) (b) of the Government Decree, they may not exercise their right of withdrawal and termination once the service has been fully performed, and that they lose such right of withdrawal and termination. As full performance of the service occurs immediately upon payment, the User may not exercise this right of withdrawal and termination following payment.

3.5. The Service Provider provides an intermediated service via the application in connection with the purchase of motorway

vignettes, within the framework of which it enables the User to purchase motorway vignettes electronically. The User acknowledges that, in matters relating to the purchase, validity and use of the motorway vignette and the related administration which cannot be influenced by the Service Provider, the competent service provider is Nemzeti Útdíjfizetési Szolgáltató Zrt. (NÚSZ Zrt.). Beyond providing the intermediated service related to the sale of motorway vignettes, the Service Provider shall not be liable for the administration carried out by NÚSZ Zrt. or for its outcome. The User acknowledges that NÚSZ Zrt. is competent with regard to the change of registration number, data or other modifications and transfers relating to the motorway vignette, as well as administration relating to the revocation or cancellation of, or withdrawal from, the purchase of the motorway vignette. The User is entitled to submit such requests and enquiries directly to the customer service of NÚSZ Zrt., and may obtain information on the conditions of such administration from NÚSZ Zrt. Further information on the customer service of NÚSZ Zrt. and on administration relating to motorway vignettes is available in the information of NÚSZ Zrt. in force from time to time: nemzetiutdij.hu/hu/ugyfelszolgalat

3.6. The annual vignette entitles the User to use toll road sections from the time of purchase and shall remain valid until 31 January of the year following the reference year in accordance with the applicable legislation. From 1 February of the year following the reference year, the annual vignette shall expire.

3.7. The number of active vignettes is displayed in the “E-VIGNETTE” tile on the main screen. Vignettes purchased by the User within the Parkl application and their details may be viewed under the “TRANSACTIONS / VIGNETTES” menu item. For each vignette, the vignette type, validity period, vehicle, payment method, billing address and the vignette fee are displayed. The application does not allow the display of vignettes purchased via other platforms.

3.8. On the “PROFILE / VEHICLE” page, the motorway vignette purchased by the User within the Parkl application is displayed on the vehicle card in the list.

3.9. If the validity start of the vignette purchased by the User is not the current moment, the vignette will appear on the “TRANSACTIONS / VIGNETTE” page of the application with the additional note “Not yet valid”.

3.10. Expired motorway vignettes can be found on the “TRANSACTIONS / HISTORY” page.

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 in respect of the Service provided within the territory of Hungary:

4.2. **Automatic renewal:** a Smart Parking Function that may be activated when using a Street Parking Space; if activated by the User in the Parkl application, the parking 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 rules 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 Annex 1. The Smart Parking Function fee becomes due in respect of the activated automatic renewal cycle and shall be settled together with the parking fee. For each further automatic renewal of the function, the Smart Parking Function fee shall be charged again per renewal cycle.

4.3. **Park 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 when they expect 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**

4.5.1. The Smart Parking Function fee shall be charged in respect of every parking transaction in which the User has activated a Smart Parking Function. If the User initiates a parking transaction with a Smart Parking Function active, the function may not be deactivated during the transaction, and its fee shall be charged.

4.5.2. 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.