Regulations of the website www.parklot.pl

§1 THE GENERAL TERMS AND CONDITIONS

1) These Terms of Use of the *parklot.pl* website, hereinafter referred to as the **„Terms of Use",** define the rules of functioning of the Website and the rules of providing Brokerage Services by the Service Provider.

2) The website available at _ is operated by Wakacje.pl S.A. with its registered office in Gdańsk, al. Grunwaldzkiej 413, 47 Świeradowska Street, District Court Gdańsk-Północ in Gdańsk, VII Commercial Division of the National Court Register under the number 0000315229, REGON 192058039, NIP 9570778385

3) As part of the Website, the Service Provider provides services consisting in acting as an intermediary in the reservation or purchase of Parking Services from entities running the Parking lots.

4) Acceptance of the Regulations is voluntary, but necessary in order to use the Brokerage Service provided by the Service Provider.

5) The following terms have been used in the Regulations, which should be understood in the following way:

a. **Personal data administrator** - a body, organisational unit, entity or person deciding on the purposes and means of personal data processing in accordance with the definition contained in Article 7(4) of the Act of 29 August 1997 on the protection of personal data;

b. **E-mail address** – the e-mail address of the Website is *kontakt@parklot.pl*

c. **Client** - a natural person, a legal person and an organisational unit other than a legal person, to which special provisions confer legal capacity, who intends to use or uses the Brokerage Service, by filling in a registration or reservation form;

d. **Account** - space of the Service containing data related to the Customer, which is available after registration;

e. **Parking lots** - parking lots with which Wakacje.pl S.A. cooperates on the basis of separate agreements with respect to offering Parking Services and their reservation via the Website;

f. **Notification** – an e-mail sent to the Client's e-mail address provided during the registration form or reservation form on the Website, containing specific information;

g. **Website** – home page *parklot.pl* and its subpages;

h. **Internet Service** – a website run by a Service Provider providing the Brokerage Service, where Clients may use the offered Brokerage Service via the Internet (electronically).

i. **Parking services** - services offered to Customers by entities running Parking lots, which can be searched, booked and purchased via the Website. The scope of Parking Services offered at a given moment by a given Parking will result from the data available on the Website.

j. **Service Provider** – an entity providing Brokerage Services, i.e. Wakacje.pl S.A. being the owner of the Website.

k. **Brokerage Service** – a service provided by Wakacje.pl S.A. through the Website for the Clients, consisting in intermediation by Wakacje.pl S.A. in the reservation or purchase by the Clients of Parking Services from entities running Parking lots, or including additionally intermediation by Wakacje.pl S.A. in the payment by the Clients of remuneration for Parking Services purchased by them through the Website;

l. **Agreement for the Provision of Brokerage Services** – an agreement concluded between the Service Provider and the Client, the subject of which is the provision of Brokerage Services.

§2 CONTACT

The available means of communication between the Client and the Service Provider are::

a. E-mail - kontakt@parklot.pl

b. Correspondence address - Świeradowska 47, 02-662 Warszawa

§3 BROKERAGE SERVICE AND PARKING SERVICES

1) As part of the Brokerage Service, the Service Provider, through the Website, allows Customers to book or purchase Parking Services on the premises of a selected parking lot, on days selected by the Customer and the possibility of paying the remuneration due to the Parking for the performance of the Parking Service.

2) The moment of concluding an agreement for the provision of Brokerage Services is the moment of correct completion of the booking form available on the Website and clicking on the "ARRIVER" option.

3) The agreement referred to in point 2 shall remain in force until the Parking Entity provides the Parking Service or until the Parking Service is cancelled by the Client, or until the Client effectively withdraws from the agreement for the provision of the Parking Service or the Brokerage Service.

4) The Service Provider is not the owner or operator of Parking Facilities. The parties to the agreement for the provision of Parking Services are parking lot operators who offer to sell their Parking Services via the Website, and Customers who make reservations or purchase these services.

5) Making a reservation or purchase of Parking Services on the premises of a selected Parking lot means that the Customer accepts the offer to conclude an appropriate agreement with the entity running the given Parking lot, the price of the provision of Parking Services and the regulations of the given Parking lot and its location.

§4 CONSUMER INFORMATION

1) According to Article 27 of the Act on Consumer Rights, a Customer having the status of a Consumer has the right to withdraw from a contract concluded at a distance, without giving a reason within 14 days from its conclusion. The form of withdrawal from the contract is attachment No. 1 to these Regulations.

2) In the case of concluding an insurance agreement via the website, the Policyholder who is a consumer has the right to withdraw from the insurance agreement, the insurance period of which is at least 30 days, within 30 days of being informed about the conclusion of the agreement.

3) The Brokerage Service is performed directly after the Client expresses the will to use it, i.e. before the expiry of the deadline for withdrawal from the agreement. Therefore, direct performance of the Brokerage Service shall take place only if the Client submits a separate request for the performance of the Brokerage Service before the expiry of the deadline for withdrawal from the agreement for the performance of the Brokerage Service. In such a case, the Client is not entitled to withdraw from the contract starting from the moment of performing the service.

4) Immediately after concluding the contract for the provision of the Brokerage Service, the Client receives an e-mail from the Service Provider confirming its conclusion, as well as a text message confirming the reservation.

§5 REGISTRATION AND RESERVATION

1) Browsing the resources of the Website does not require the creation of an Account. Making a reservation by the Customer and purchasing Parking Services offered by Parking lots is available to both registered and unregistered Customers.

2) In order to open an Account on the Website, you must fill in a registration form.

3) In order to open an Account, we ask you to provide us with the following information:

a. e-mail address

b. password

4) After completing the registration form, the Customer will receive an e-mail with a link activating the account. After clicking on the link, the account becomes active.

5) Registration can also be done via Facebook or VK.com.

6) You can log in to your Account at any time by providing your e-mail address and password, as specified in the registration form.

7) The customer, using the search form, searches for a Parking suitable for them, specifying its location and the time at which they would like to use it. At the parking lot site selected by the Customer, detailed information about the Parking lot will be displayed, which the Customer should get acquainted with.

8) In order to book or purchase Parking Services, one should log in to the Account, fill in the reservation form or proceed immediately to fill in the form, without the need to log in. While filling in the form, the Customer completes the required data, marks the appropriate options and gives the appropriate permissions.

9) After the reservation or purchase of Parking Services, the Client will receive a Notification confirming the reservation or purchase of Parking Services together with a PDF file for printing and an sms message.

§6 PAYMENTS

1) Use of the Website by the Client and making reservations or purchases of Parking Services through the Client is free of charge. The Client is obliged to pay a fee for Parking Services to the entity running the parking lot.

2) The cost of particular Parking Services is visible next to particular offers on the Website.

3) When booking Parking Services through the Website, the Client may pay the remuneration for Parking Services to the entity running the Parking in two ways:

a. directly at the parking lot (in cash or by card)

b. online (by bank transfer, credit card or paypal), while filling in the reservation form on the Website.

4) Settlements of credit card and e-transfer transactions are carried out through SecurionPay.

§7 CHANGE OR CANCELLATION OF THE SERVICE

1) The Customer may cancel or change reservations without incurring costs up to 24 hours before the planned arrival.

2) In order to cancel or change a reservation, the Client must send an e-mail to the address specified in §2 of these Regulations 24 hours before the planned arrival.

3) In case of cancellation, the refund is processed within 14 days.

§8 RESPONSIBILITY

1) The Service Provider is responsible for the proper performance of the Brokerage Service, including the proper functioning of the Website. The Service Provider is not responsible for the proper performance of Parking Services, including the car and any damage arising in connection with Parking Services.

2) Responsibility for the proper performance of Parking Services rests with the entities running the Parking Facilities.

3) If the Client has made an online payment for the parking reservation through the Website and the Parking has not performed the Parking Service, the Client has the right to demand reimbursement of the reservation amount from the Service Provider within 14 days from the planned date of service provision, i.e. the date of arrival at the parking lot.

4) The Service Provider makes every effort to ensure uninterrupted access to the Brokerage Service. However, the Service Provider shall not be liable for damages resulting from the suspension of the provision of Services lasting no longer than 72 hours due to reasons such as improper operation of the Website, technical failure, modernization of the Website.

§9 COMPLAINTS

1) Each Customer has the right to lodge a complaint. You may submit a complaint in writing by traditional mail or e-mail to the addresses of the Service Provider specified in these Regulations.

2) When sending a complaint, it is necessary to precisely describe any defects in the operation of the Website or in the scope of providing the Brokerage Service.

3) The complaint will be considered within 14 days from the date of receipt of the complaint by the Service Provider.

4) The Client shall be informed about the outcome of the complaint procedure in the manner in which the complaint was sent.

§10 PERSONAL DATA

1) The administrator of personal data collected through the Service is Wakacje.pl S.A. with its registered office in Gdańsk at al. Grunwaldzka 413, 80-309 Gdańsk, District Court Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register under the number 0000315229, REGON 192058039, NIP 9570778385.

2) Personal data are processed for the following purposes: provision of the Brokerage Service, opening an Account in the Service by the Customer, sending a Newsletter to the Customer with the Customer's consent, considering a possible complaint, making a reservation or purchase of Parking Services and enabling the conclusion of an agreement for the provision of Parking Services between the Customer and a selected entity servicing the Parking.

3) The Service Provider providing Brokerage Services transfers the Client's personal data to selected entities running Parking Facilities.

4) The provision of personal data by the Clients is voluntary, but necessary for the proper performance of the Brokerage Service and for the performance of Parking Services.

5) Each person has the right to control the processing of data concerning them, in particular the right to access their own personal data, the right to request their update, correction, deletion, as well as the right to object in cases specified in the provisions of the Personal Data Protection Act.

§11 NEWSLETTER

1) When using the Website, the Customer has the opportunity to subscribe to the Newsletter, which is tantamount to consent to receive the Newsletter free of charge.

2) Subscription to the Newsletter consists in selecting a specific option in the Customer registration process on the Website.

3) The Customer has the right to unsubscribe from the Newsletter service at any time. The subscription may be cancelled by sending an e-mail to the Service Provider's e-mail address.

4) By subscribing to the Newsletter, the Client consents to the Service Provider sending advertisements and commercial information to the Client's e-mail account provided during registration.

§12 FINAL PROVISIONS

1) These Regulations are an integral part of the contract concluded by the Service Provider and the Client for the provision of Brokerage Services.

2) The Service Provider reserves the right to amend these Regulations. The change will take place through the publication of new content on the Website and will not affect contracts for the provision of Brokerage Services concluded prior to publication.

3) These Regulations shall be in force from 01.12.2016 until recalled.