

## Terms and Conditions of fine handling service

### § I – Introduction

1. In accordance with the requirements of the Act of 18 July 2002 on the provision of services by electronic means (i.e. Journal of Laws of 2019, item 123, 730), APCOA Parking Polska Sp. z o.o. headquartered in Warsaw creates these Terms and Conditions.
2. The entity providing the services described in the Terms and Conditions is APCOA Parking Polska Sp. z o.o. headquartered at Rondo ONZ 1, 00-124 Warsaw, registered in the register of entrepreneurs kept by the District Court for the City of Warsaw in Warsaw, XII Economic Department of the National Court Register under the KRS number: 0000129400, NIP: 5260307689, REGON: 012110239 amount of share capital: PLN 3,000,000.00, hereinafter referred to as APCOA.
3. These Terms and Conditions shall facilitate the use of the Application by Users, including the payment of fine.
4. It is the responsibility of the User to read the Terms and Conditions before using the Application.
5. It is prohibited for the User to send information and content of an unlawful nature, offensive content, erroneous or misleading information, as well as content containing viruses or that may cause disruption or damage to computer systems.

### § II – Definitions

**APCOA** - APCOA Parking Polska Sp. z o.o. with headquarters in Warsaw, Rondo ONZ 1, postal code 00-124.

**Application** - Giant Leap Application that allows the User to use the Services via a web browser on a cell phone (smartphone) or computer or other compatible electronic device of the User, through which the User accesses the Services. Use of the Application does not require its installation on the device.

**QR code** - an alphanumeric, two-dimensional, matrix, square graphic code placed by APCOA on the fines, allowing the User to log into the Application without providing other data, including the registration number and the Fine Number.

**Parking Space** - a separate part of a Parking Lot that is or may be subject to a paid Parking Space lease agreement.

**Fine Number** - consisting of digits, an individual number placed on the fine, which, together with the registration number of the vehicle to which the fine relates, allows logging into the Application.

**Parking Fee** - the fee payable to APCOA by the User for the conclusion of the Parking Space lease agreement, paid by the User to APCOA through available payment methods.

**Fine** - the amount that the User is obliged to pay due to violation of the rules set forth in the Parking Regulations, with which the obligation to pay such fee is connected; the amount of the Fine results from the price list of the Parking Lot.

**Car Parking** - a paid area within which Parking Spaces are available as to which a Parking Space rental agreement may be concluded in exchange for payment of a Fee in accordance with the Parking Regulations.

**Parking** - an agreement for the lease of a Parking Space for the conclusion of which the User pays the Parking Fee.

**Terms and Conditions** - these regulations of APCOA defining the rights and obligations of the User and APCOA in connection with the provision of Services.

**Parking Regulations** - a description of the rules for use of the Parking Lot, Parking and payment of Parking Fees, available to the Users in the Parking Lot.

**Complaint** - an appeal filed via the Application against a Fine.

**Services** - provided to the User by APCOA through the Application.

**Act** - the Act of July 18, 2002 on provision of services by electronic means (i.e. Journal of Laws of 2017, item 1219, as amended).

**User** - a natural person, legal person or organizational unit without legal personality, having full legal capacity, using the Services through the Application.

**Fine** – call a fee payment issued by APCOA in cases indicated in the Parking Regulations.

### **§ III - Technical requirements**

1. The User may use the Services after meeting the following minimum technical requirements necessary to work with the Application:

- a) Device with Internet access (computer, smartphone, other),
- b) Use of a web browser that supports cookies,
- c) use of the Application does not require installation of other software on the device and is free of charge,
- d) in order to make a payment through the Application, it is required that the User has access to electronic banking - in the case of payment by electronic transfer or BLIK, or has an active card or other payment instrument - in the case of payment by card.

2. The User shall bear fees related to Internet access and data transmission in accordance with the tariff of his operator.

### **§ IV – General Principles of Service**

1. Under the Terms and Conditions, APCOA shall provide within the Application to the User Services including:

- a) the ability to review the Fine issued and the photo documentation,
- b) the possibility of submitting a complaint regarding the Fine,
- c) transactions of payment of the Fine resulting from the Fine.

2) Services provided by APCOA under these Terms and Conditions do not require the User to create an account.

3) An account for a User shall be created automatically whenever APCOA issues a Fine and shall apply to one Fine.

4) The User's account may be accessed by logging in to the page provided on the Fine by entering the vehicle registration number and individual Fine Number or by scanning the QR Code individual to the Fine. Access to the User's account does not require the User to provide any personal information.

5) Beginning to use the services covered by the Terms and Conditions is tantamount to reading, understanding and fully accepting the Terms and Conditions.

### **§ V - Complaint notification regarding the Fine.**

1. The Application allows the User to submit a complaint regarding the Fine.

2. On the page provided on the Fine, under the tab Claim submission, for the logged-in User, there are detailed instructions on how to submit a complaint.

3. When submitting a complaint, the User fills out a form in which, in order to enable the processing of the complaint, he is asked to provide his telephone number and email address. If an email address is provided, a message confirming the filing of the complaint will be sent to the User after completing the form. Information on the consideration of the complaint will be provided in writing to the address indicated in the form or to the email address.

4. The User filing a complaint shall not pay Fine. The time limit for payment of the Fine, shall be extended by the time from the moment of filing the complaint until it is considered by APCOA.

5. When submitting a complaint, the User shall describe the event and indicate the circumstances that, in his/her opinion, cause him/her not to pay the Fine and that the Fine itself is unjustified. The User should attach attachments to the complaint in support of his claims.

6. APCOA shall consider the complaint as soon as possible, however, no later than within 14 days from the date of its receipt. The response to the complaint is provided in paper form to the User's mailing address or e-mail address provided by the User.

7. The User should bear in mind that filing a complaint immediately after the User's objections become known, may facilitate and expedite a fair consideration of the complaint by APCOA.

8. The complaint procedure does not exclude the User's rights under the law.

9. The User shall have the right to file an action against APCOA in a common court of law. The court having jurisdiction to resolve the User's claims against APCOA arising from these Terms and Conditions is the court having jurisdiction according to the provisions of the Code of Civil Procedure (as a rule, the court having jurisdiction over the address of APCOA's registered office).

10. The User who is a consumer is also entitled to use out-of-court means of redress, in particular the Permanent Consumer Arbitration Courts at the Provincial Inspectorates of Trade Inspection.

11. The User who is a consumer shall also have the right to seek assistance from the locally competent District (City) Consumer Ombudsman.

## **§ VI - Payment of the Fine**

1. The Application allows the logged-in User to pay the Fine resulting from the Fine.
2. Payment of the Fine shall be made through an authorized TPay payment gateway.
3. In order to make payment of the Fine, the User will be redirected to the TPay website, where he/she will be able to make payment by debit or credit card, electronic banking transfer or BLIK. The provisions of separate Terms and Conditions made available by TPay on the payment page apply to the payment processed by TPay. Making a payment requires acceptance of these Terms and Conditions.
4. After the User makes a payment, the TPay website displays information about the status of the transaction - success or failure. The User is also informed about the status of the payment via e-mail.
5. Upon completion of the transaction, the User is redirected to his/her User account.
6. Completion of the transaction requires logging out of the User's account.

## **§ VII - Personal data**

1. APCOA is the administrator of User's personal data.
2. The legal basis, the purpose, the period of processing of personal data and the rights of the User, as well as other important information regarding the rules of processing personal data are detailed in the APCOA Privacy Policy, taking into account the provisions of the Regulation of the European Parliament and of the Council (EU) 2016/679 of April 27, 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (the "Regulation").
3. In case of questions regarding data processing or in order to exercise the User's rights under the Ordinance, it is possible to contact the Inspector for Personal Data Protection at daneosobowe@apcoa.pl or in writing to APCOA: APCOA Parking Polska Sp. z o.o. with its registered office at Rondo ONZ 1, 00-124 Warsaw, with the annotation: personal data protection.
4. APCOA may use the information entered by the User in the Application, including personal data, in order to pursue recovery of amounts due to APCOA from the User to which it is entitled in accordance with the content of the Terms and Conditions or the terms and regulations of a given Parking Lot, if the User fails to pay the Fine and the submitted complaint is not accepted.

## **§ VIII- Exclusion of liability**

1. The User shall be responsible for the accuracy of the data provided by him.
2. APCOA shall not be liable for any false, incorrect, incomplete information provided by the User, especially in the case of providing data of third parties without their consent or knowledge. The User using the Website is responsible for the consequences resulting from the provision of incorrect, untrue, incomplete or misleading data.
3. APCOA shall not be liable for the use of a third party's card or bank account by the User, in particular without their consent.

## **§ IX – Reservations**

1. It is not permissible to use the Application to violate or circumvent the law or the rules of fair dealing.
2. The User agrees to use the Application in a manner consistent with the law and rules of fair dealing, solely for the purpose of taking advantage of the opportunity to file a claim or make payment of the Fine, in accordance with their purpose as described in the Terms and Conditions.
3. The User, during the period of having a User Account in the Application, shall have the right to request at any time that the provisions of the Terms and Conditions be made available to him/her on a durable medium, including by e-mail or in paper form. The Terms and Conditions may also be downloaded and then saved and stored by the User in the memory of his/her device.
4. APCOA reserves the right to periodically perform upgrades, maintenance work and make updates to the systems enabling the Services covered by these Terms and Conditions, which may result in restrictions on the use of the Application.

## **§ X – Communication**

1. The language in which APCOA communicates with the User is Polish.
2. Unless otherwise provided in these Terms and Conditions, the User may communicate with the Company:
  - a) electronically, via e-mail address: [parkingi@apcoa.pl](mailto:parkingi@apcoa.pl),
  - b) in writing, at the address: APCOA Parking Polska APCOA z o.o. with its registered office at Rondo ONZ 1, 00-124 Warsaw.
3. APCOA shall communicate with the User electronically, by telephone or in writing, unless otherwise specified in the Terms and Conditions or by law.

## **§ XI- Amendments to the Terms and Conditions**

1. APCOA, if there are valid reasons for doing so, shall have the right to amend the provisions of the Terms and Conditions in accordance with the procedure set forth in this paragraph.
2. Valid reasons for APCOA to amend the Terms and Conditions shall be:
  - a) adjustment to legal regulations affecting the provision of the Services,
  - b) change or appearance of new taxes or fees of public law nature related to the provision of the Services,
  - c) recommendations, recommendations or other types of requests and orders formulated by public administration bodies,
  - d) improvement of the security of the Services provided,
  - e) improving the functionality of the Services,
  - f) expanding the catalog of Services provided,
  - g) increasing the competitiveness of the Services in the market,
  - h) changes in the cost of services provided by third-party providers, the cost of maintaining and operating the infrastructure to the extent used in providing the Services,
  - i) termination of the Company's cooperation with a payment operator or other entity with the cooperation of which APCOA provides the Service,
  - j) discontinuation or change in the rules or manner in which APCOA provides the Services.
3. The Parties agree that an amendment to the Terms and Conditions resulting in the addition of new functionalities to the Application, shall be for the benefit of the User only. The User shall be informed of the aforementioned changes to the Terms and Conditions in the manner adopted for communication between the Parties, in particular by publication of the new Terms and Conditions with the necessity of its acceptance by the User. Failure to accept the current Application Terms and Conditions may result in the blocking of the User's account until the User accepts the Terms and Conditions.

## **§ XII- Final provisions**

The law applicable to the rights and obligations of the Parties described in the Regulations and Parking shall be Polish law.