

## PARKL'S GENERAL TERMS AND CONDITIONS OF USE

### 1. Subject Matter, Purpose, Scope and Amendment of Parkl's General Terms and Conditions of Use

- 1.1. These Parkl's General Terms and Conditions of Use (hereinafter referred to as the **T&Cs**) contain the terms and conditions for availing of and using the parking service (hereinafter referred to as the **Service**) intermediated through the software operated and only proprietary to PARKL Digital Technologies Informatikai Szolgáltató Korlátolt Felelősségű Társaság (registered seat: H-1051 Budapest, Arany János utca 15. 1. em. 6. ajtó; company registration number: 01 09 712422; hereinafter referred to as the **Service Provider**) and the related mobile phone application, as well as the infrastructure (hereinafter together referred to as the **Parkl System**). In certain locations, Service Provider supplies electro-mobility, and electronic bicycle docking services through the Parkl System, subject to the terms and conditions set out in a separate chapter of these T&Cs.
- 1.2. The purpose of the intermediated Service supplied under these T&Cs is that, by using the Parkl System operated by the Service Provider, the natural person user of the Service (hereinafter referred to as the **User**) or the person using it based on an invitation under a corporate service scheme (hereinafter referred to as the **Individually Listed Users**) be able to access free parking lots through the community sharing of such parking lots and to avail of parking services in the Service Area. The Service [...] parking lots with Parkl distinctive sign (hereinafter referred to as the **Designated Parking Lot**) and parking lots without such distinctive sign (hereinafter referred to as the **General Parking Lot**), including the parking lots covered by waiting (parking) public service pursuant to section 2(a) of Act CC of 2011 on the national payment system (hereinafter referred to as the **Street Parking Lot**), as well as parking lots that are available for the contracting party not publicly under an individual agreement with the Service Provider (hereinafter referred to as the **Private Parking Lot**). [...] shall be supplied by the owner, operator, lessee or a third party who has the right to exploitation under any other legal title (hereinafter together referred to as the **Partner**) of the Designated Parking Lot, the General Parking Lot, the Street Parking Lot and the Private Parking Lot (hereinafter together referred to as the **Parking Lot**) under an agreement concluded with the Service Provider for the intermediation of parking services; by means of such agreement, the Service Provider shall be entitled to intermediate, contract, amend parking services and the related contracts, as well as, participate in the payment of the consideration by the User or the Corporate User, carry out such payment, also including the setting of the relevant payment deadline for third party Users and Individually Listed Users, acting independently through the Parkl System in the Partner's place and name, under an agreement with the relevant business association (hereinafter referred to as the **Corporate User**). Service Provider shall always act as an intermediary who intermediates the Partner's parking services to the User or

Corporate User without changes through the Parkl application. The Service may be used under an Individual Agreement concluded by the Individually Listed User and the Partner through the User or the Corporate User; such Individual Agreement shall be concluded by the User or the Individually Listed User parking at the selected Parking Lot with the assistance of the Parkl System and using such parking lot for storage of a Passenger Car for an individually determined period of time, subject to payment of a fee. User shall hereinafter be understood also as an Individually Listed User using the Parkl application as a Corporate service during such use, and any derogations from such rules are always indicated in these T&Cs. These T&Cs shall apply *mutatis mutandis* also to the use of Private Parking Lots provided that in case of any discrepancies between the provisions of these T&Cs and the agreement concluded by the Service Provider and the operator of the Private Parking Lot, the latter agreement shall prevail.

- 1.3. These T&Cs shall be effective from 28 September 2021 until withdrawal.
- 1.4. These T&Cs shall cover all legal relationships established between the User and the Service Provider by means of Registration in the Service Provider's Parkl System through the Parkl application or the Website for the use of the Service, as well as all Individual Agreements concluded between the User and the Partner through intermediation by the Service Provider, and set out the Parties' rights and obligations, as well as the other circumstances in relation to the use of the Parkl System and of the Service. An Individual Agreement may not validly be concluded without accepting the T&Cs expressly. The T&Cs shall constitute an express and inseparable part of the legal relationship between the Service Provider and the User, except where the Parties exclude in writing, by their mutual accord, the application of these T&Cs or any provision thereof upon establishment or in course of such relationship. If the application of certain provisions is excluded, the remaining provisions of the T&Cs shall constitute a part of the Parties' legal relationship.
- 1.5. Issues not regulated in these T&Cs, as well as the interpretation of these T&Cs shall be governed by the Hungarian law, including in particular the relevant provisions of Act V of 2013 on the Civil Code (hereinafter referred to as the Civil Code) and Act CVIII of 2001 on certain aspects of the electronic commercial services and services related to the information society (hereinafter referred to as the E-Commerce Act). All cogent and relevant legal provisions shall apply to the Parties also in the absence of any specific stipulation to that effect.
- 1.6. Service Provider may amend these T&Cs unilaterally subject to prior notification of the Users affected by such amendment. The amended T&Cs shall become effective in respect of the Users using the Service after the amendment by means of such Users accepting the provisions of the amended T&Cs expressly when accessing the Parkl application. Should he not agree with the

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relevant amendment, the User shall be entitled to remove its User account at any time in accordance with these T&Cs.

- 1.7. By Registration in the Parkl System, the User accepts the provision of these T&Cs expressly and accepts to be bound by them. Should he not accept the terms and conditions, the User shall not be entitled to know the full content of the Parkl System, which is subject to Registration, he may browse the Map in "Trial" view only, without the possibility of parking.
- 1.8. These T&Cs are continuously available through the Parkl application, at <https://parkl.net/mobile/terms?lang=hu> website address or the Service Provider's [www.parkl.net/aszf](http://www.parkl.net/aszf) website.
- 1.9. The structure and subdivision by chapters of these T&Cs are for information purposes only and ensure a greater transparency, not affecting the interpretation of the T&Cs.
- 1.10. Service Provider informs the User that it did not accept to be bound by the code of conduct applicable to its service activity.
- 1.11. According to the law, Service Provider may pursue its activity without license, except for the Electro-mobility service set out in detail in Chapter 14 of these T&Cs. As regards the Electro-mobility service, the Service Provider holds a license for the activity set out in Government Decree 243/2019 (X.22.) on certain aspects of eElectro-mobility services that is the charging of electric vehicles, issued by the Hungarian Energy and Public Utility Authority. Licence No: H1139/2020

### 2. Service Provider's data

**Service Provider's name:** PARKL Digital Technologies Kft.

Service Provider's registered seat: H-1051 Budapest, Arany János utca 15. 1. em. 6. ajtó

Customer service address: H-1051 Budapest, Arany János utca 15. 1. em. 6. ajtó

Service Provider's contact details, email address used regularly for keeping contact with the Users: [info@parkl.net](mailto:info@parkl.net)

Company registration number: 01 09 712422

Tax number: 12967726241

Name of the registering authority: Budapest-Capital Regional Court as Court of Registration

Customer Service : +36309719900

Website: [www.parkl.net](http://www.parkl.net)

Facebook: [www.facebook.com/parklapp](https://www.facebook.com/parklapp)

Instagram: @parklapp

Language of the agreement: Hungarian

**Hosting service provider's name:** Microsoft Ireland Operations Limited

Hosting service provider's address: Block B, Sandyford Industrial Estate, Atrium Building, Carmanhall Rd, Sandyford, Dublin 18, Ireland

Hosting service provider's phone number: +353 1850 940 940

Hosting service provider's email address: [info@microsoft.com](mailto:info@microsoft.com)

Hosting service provider's website: [www.microsoft.com](http://www.microsoft.com)

### 3. Notions Relating to the Use of the Parkl System

**General Parking Lot:** an area without Parkl distinctive sign, which may be used for parking services through the Parkl System and is made available by the Partner; such area may be located in a shopping mall, hotel, office building or it may also be a private garage, outdoor parking lot, etc. As a general rule, all parking lots are General Parking Lots if they are not indicated as Designated Parking Lots in the Parkl application.

**T&Cs:** these Parkl's General Terms and Conditions which provide a framework for regulating the legal relationships between the User and the Service Provider and between the User and the Partner, and which shall be accepted expressly in order to use the Parkl application with Registration.

**Season Ticket:** an access right allowing for parking in one or more locations made available by certain Partners subject to the prior overall payment by User of the Parking Fee and for the time period based on the entitlement purchased.

**Accounting Document:** An electronic receipt or invoice issued automatically to the User during the use of the Service and which is sent to the email address provided by User during the Registration, provided that Corporate Users receive an invoice in each case and that Individually Listed Users receive only an email notification about the closing of the Individual Agreement.

**Bicycle:** A vehicle consisting of two-wheels that is powered by human force and is powered by an engine with a power output of up to 300 W.

**Individually Listed User:** [...] employed by the Corporate User or working for such Corporate User under a mandate or another legal relationship, as well as the Corporate User's clients and guests indicated by the Corporate User freely, that is natural persons defined in Clause 3 of these T&Cs who are named individually in the Corporate User's user list.

**Individual Agreement:** a legal relationship established between the User and the Partner through intermediation by the Service Provider, during the use of the Parkl System, in relation to the booking of the Designated Parking Lot and opening of the Barrier for the purposes of parking in the General Parking Lot, or starting the parking operation in the Parkl application in case of parking in a Street Parking Lot, which shall commence from the valid booking or the opening of the Barrier in case of parking without booking and be terminated after the parking has been finished upon actually leaving the Parking Lot, or after the Parking Period provided in the booking if the User fails to appear at the Designated Parking Lot during the Parking Period and he also fails to cancel the booking, or after starting the parking in the Parkl application in case of a Street Parking Lot, until contractual payment of the relevant Parking Fee. In case of Individually Listed Users, the provisions of this Clause shall be applied with the difference that the Individual Agreement will terminate when the Parking Lot has been left regularly.

**Electro-mobility service:** Parkl operates electric chargers - on certain locations either through Partners or in Parkl's own scope -

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for the sake of promoting and developing electromobility. Furthermore, Parkl enables for compensation charging electric cars through electric chargers.

**Ad-hoc User:** the users who are not registered in the Parkl system but they are entitled to employ the Electro-mobility service without a registration, in accordance with Section 14, based on the Government Decree 243/2019 (X.22.) on certain aspects of Electro-mobility services.

**Parties:** The User and the Service Provider together or, as the case may be, the User and the Partner together.

**User:** a natural person being the driver, as a general rule, who downloads the Parkl application and registers for it in order to use the Service or independently therefrom.

**User account:** User's personal profile, created through downloading the Parkl application and Registration, in which the User provides his personal data, may modify such personal data and make settings in connection with the use of the Parkl System.

**Instant parking:** an automatic function which allows for starting and stopping the parking operation without specifically pressing any buttons, and which may be activated by the User with a separate slide button through the Parkl application. If the User wishes to use instant parking, after activation of such function, the Partners' barriers open automatically upon arrival of a Passenger Car. In this case, no GPS is applied, the function is operated through camera reading of the license plate number.

Service Provider raises the Users attention that the Service Provider is working continuously on developing new technologies and functions, in order to revise the quality of the Service. For this purpose, where the Instant parking service is available, the Service Provider collects records about the arrival vehicle's license plate number to develop the Service and the camera records about the whole vehicle in order to analyse it with help of an artificial intelligence system.

**Gate:** A collective term for the Barrier, the garage gate, the Parking Inhibitor or any other device which obstacles entry into the relevant Parking Lot.

**Designated Parking Lot:** an area with Parkl distinctive sign, closed with a Gate, which may be used for parking services through the Parkl System and is made available by the Partner; such area may be located in a shopping mall, hotel, office building or it may also be a private garage, outdoor parking lot, etc.

**Voucher:** An electronic means substituting the payment transaction, made available by the Service Provider to the User, redeemable by the User in the amount indicated thereon during his parking and which is regulated in detail in Subclause 10.10 of these T&Cs.

**NMFSZ:** National Mobile Payment Plc. designated as a national mobile payment organisation pursuant to section 2(1) of Government Decree No 356 of 13 December 2012 implementing Act CC of 2011 on the national payment system.

**NMFR:** The national mobile payment system set out in section 1(d) of Act CC of 2011 on the national payment system.

**Prize Game:** Service Provider shall be entitled to the periodical organisation of promotional prize game during which it draws different prizes among the Users. Service Provider will always set out the detailed rules of the Prize Game in a separate regulation.

**Opening Mechanism:** A specific device developed and operated by the Service Provider and which is suitable for controlling the opening and closing of the Barrier and of the Parking Inhibitor.

**Parkl application:** the official application that has been developed and is operated by the Service Provider subject to these T&Cs and which may be installed on Android and IOS operating systems.

**Parkl System:** a collective term for the software that is owned and operated by the Service Provider and the related mobile phone application, as well as the entire infrastructure which, through community sharing, provides interface and devices to access free parking lots. By using the Parkl System, the User may choose among the Designated, General or Street Parking Lots, may use them for a specific time period subject to payment of the Parking Fee, that is the User may use a parking service.

**Parking Inhibitor:** as a general rule, a mechanism operated by the Service Provider, which delimits and isolates the Designated Parking Lots that may be used through the Service and which may be managed by the User using the Service through the Parkl application during the Parking Period. Parking Inhibitors are typically located in garages or private parking areas and delimit only one Designated Parking Lot.

**Parking Fee:** The consideration due for the Service, to be paid by the User through the Service Provider, set individually by the Partner, with invoicing that is minute-based in most cases or less frequently, it has another basis, e.g. half an hour, hour-based daily, dynamic daily (fee changing on a daily basis), etc., or is based on the Parking Zones in case of Street Parking Lots, the amount of which is established based on the minimum parking fee set out by law. In the Map, the Service Provider shall show the minimum statutory Parking Fee that is payable for an hour or, in special cases, that corresponds to the parking location. In case of e-mobility service, a special type of Parking Fee, which is to be established based on the quantity of electricity consumed and invoiced on kWh-basis, is applied. The Parking Fee shall be debited directly to the bank card provided in advance by the User through the SimplePay Online Payment System, like all other payments to be made by User under these T&Cs. In case of Corporate services, the Parking Fee shall be invoiced under one of two schemes, that meaning payment by bank transfer or settlement in arrears under the Individual Agreement concluded by the Corporate User and the Service Provider; in case of both schemes, the Corporate User shall pay the invoice; the Individually Listed Users shall indicate that they use a Corporate service only at the time of payment through the Parkl application.

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**Electro-mobility Service Fee:** the compensation for the Electro-mobility service, which is determined based on the consumed electricity and it is invoiced based on kWh. With the exclusion of the discrepancy in Section 14, the regulation for the Parking Fee is authoritative for the Electro-mobility service.

**Parking Period:** The term provided by the User in the Parkl application, which starts from the time when the Barrier is opened following the arrival to the Parking Lot, and it ends when the Gate is opened through the Parkl System the second time for the purposes of the Passenger Car leaving the Parking Lot which shall be considered as the end of parking or, in case of a Designated Parking Lot, it ends when the Parking Period provided in the booking has expired if the User fails to appear at the Designated Parking Lot during the Parking Period and he also fails to cancel the booking, and even if he leaves the Designated Parking Lot before the end of the Parking Period indicated in the booking. In case of Street Parking Lots, the Parking Period starts from the time when the parking is commenced by the User in the Parkl application, and it ends when it has been finished by the User or when the payment period applicable to the given Parking Zone has expired. The time period shall be the basis also for calculating the Parking Fee. In case of street parking, the Parking Period does not restart automatically; the User shall provide for the restart of such period.

**Parking Zone:** In case of Street Parking Lots, a relevant territorial subdivision that is independent from the Service Provider and which determines the Parking Fee applicable in the given area. The borders of the specific Parking Zones are indicated in the Map.

**Parking Lot:** a collective term for General Parking Lots, Designated Parking Lots and Street Parking Lots. The distinction among General, Designated and Street Parking Lots is for the ease of understanding only; the rights and obligations set out in these contractual provisions are applicable *mutatis mutandis* to the Parking Lots regardless of their exact name and depending on the nature of the relevant rights and obligations.

**Partner:** third party natural and legal persons who are entitled to exploit the Parking Lot in any manner and who make the given parking lot available under an intermediation agreement stipulated with the Service Provider. Through Registration, any User shall acquire the right to contract as a Partner with the Service Provider subject to fulfilment of further conditions. These T&Cs hereinafter do not contain the details of the agreement with the Partner, however, the Partner shall also accept the T&Cs under the agreement concluded with the Service Provider. In case of street parking, Partner shall be understood as the local government, operator or authority that is entitled to adopt the decisions concerning the given Parking Zone.

**Private parking service:** Service Provider supplies the Service under an agreement individually regulated with each Partner, allowing the use of the Service only for the users regulated under such agreement; these Private parking lots are not visible and

available for Users who do not use the Service as a Private parking service. The users of such private parking service shall be subject to all provisions of these T&Cs that may apply in respect of the service described in this Clause.

**Registration:** By way of Registration through the Parkl application, the User acquires the right to use the Parkl application or to use it as a Partner in case of a separate application to that effect. Following general registration, the Individually Listed Users acquire the right to use the Parkl application for Corporate Service by activating such application through the link received from the administrator of the Corporate user. The process of the Registration is described in detail in Subclause 8.1.

**SimplePay Online Payment System:** an online payment system used by the Service Provider and which is a simple and secure payment solution for the Users of the Service. The payment process is the same as the payment procedure offered for similar banking services. During the supply of the service, SimplePay transactions are monitored continuously with a view to the User's, that is the card holder's safety and the system helps in preventing unexpected events. This Clause shall not apply to Corporate Users.

**Barrier:** as a general rule, a mechanism operated by the Partner, which delimits and isolates the Designated and General Parking Lots that may be used through the Service and which may be managed by the User using the Service through the Parkl application during the Parking Period. Depending on the type of the Parking Lot, the Barrier is located in multi-storey car parks, hotels or shopping malls including typically more than one Parking Lots.

**Passenger Car:** vehicles or motorcycles equipped with four, three or two tires necessary for using the Parkl System and which are suitable for transporting not more than eight adults including the driver, provided that such vehicles include the petrol, diesel, electric and gas-fuelled cars. If, depending on its type, the Designated Parking Lot is unsuitable for storing vehicles with untraditional dimensions, this circumstance shall be indicated appropriately on the data sheet of the given Designated Parking Lot in the Parkl application.

**Service:** parking services set out in these T&Cs, intermediated through the Parkl System that is operated and owned exclusively by the Service Provider, and supplied by the Partner.

**Service Area:** the geographical territory in which the Service is available through the Parkl System, corresponds to the entire administrative territory of Hungary.

**Service Provider:** PARKL Digital Technologies Kft. that is the sole owner, creator and operator of the Parkl System.

**Map:** Google maps or Apple maps that is visible on the main screen of the Parkl application and in which the User may choose between the "Parking" and the "Street" view.

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**Parking map:** Google maps that is visible in the Parking icon view of the Map or Apple maps in which the Parking Lots have a distinctive indication.

**Street map:** Google maps that is visible in the Street icon view of the Map or Apple maps in which the specific Parking Zones are indicated.

**Street Parking Lot:** the area without Parkl distinctive sign, made available for parking and that may be used for parking service on a separate map through the Parkl System and may be used through the waiting (parking) public service set out in section 2(a) of Act CC of 2011 on the national payment system.

**Smart bicycle docking service:** In certain locations, Parkl provides smart bicycle docking services to foster safe and future-proof solution for on-street bike locking. For compensation for the Service, that is paid by the User, Service Provider enables Users to lock their bicycles with the Parkl application.

**Smart bicycle docking service fee:** The consideration due for the Smart bicycle docking service, to be paid by the User through the Service Provider application and the pricing of which consist of a minute based fee and a Comfort fee. Otherwise, the rules set out in the Parking fee apply for the smart bicycle docking service too, with respect to the differences stated in the 15. chapter of the T&Cs.

**Corporate User:** the business association agreeing with the Service Provider in order to use the Service as a Corporate service. The Corporate User shall be entitled to manage the admin interface through which it can provide which Individually Listed Users are to be invited to use the Parkl application as a Corporate service.

**Corporate service:** supplying the Service to the Corporate User provided that such Service may be used only by the invited Individually Listed Users. In this case, the Parking Fee due for the Service shall be paid by the Corporate User.

**CT&Cs:** Corporate Terms and Conditions that govern the use of the Corporate service by the Corporate User. The provisions of these T&Cs shall apply also in respect of the Corporate Users, whilst the provisions of the CT&Cs may overwrite the provisions of these T&Cs.

**Website:** Website operated by the Service Provider, containing the information and data relating to the Parkl application and which is available at [www.parkl.net](http://www.parkl.net) URL address.

### 4. General Provisions

- 4.1. The Service Provider reserves the right to modify the Service, the content of the Parkl application and the operation of the Parkl System, or to terminate its availability unilaterally, without providing any compensation, indemnification or damages, in accordance with these T&Cs.
- 4.2. Furthermore, the Service Provider shall be entitled to suspend the Service, that is shutting down the Parkl System temporarily at any time, without providing any compensation, indemnification or damages, including in particular in case of maintenance or system

upgrade, which shall always be notified in advance by the User via email and also through the Parkl System. In this case, the valid bookings that are still inactive, will be cancelled automatically, and the Service Provider shall not be obliged to compensate any related damages, provide indemnification or satisfy any other claims. During suspension, opening the barriers through the Parkl application will not be possible.

- 4.3. By accepting these T&Cs, the Parties undertake to notify each other without delay of any significant facts, data, events or information that are closely related to the Use of the Service and the contractual performance. User shall meet any of his notification, reporting and information obligations through his User account, or over the phone or via email sent to [info@parkl.net](mailto:info@parkl.net), depending on the availability of the relevant function, whilst the Service Provider shall meet such obligations incumbent upon it through the Parkl application or an email sent to the email address provided by the User. All legal consequences of the omission shall be borne by the defaulting Party. Service Provider shall record the statements made by the User as consumer according to section 17/B(3) of Act CLV of 1997 on consumer protection. Within 30 days from becoming aware of User's request to that effect, after User identification, the Service Provider shall provide for the hearing of the audio records at its customer service and provide copy of each audio record free of charge and, if requested, electronically, Statements submitted via email shall become effective when they become available to the other party. Service Provider shall confirm electronically, without delay, the receipt of the User's statement.
  - 4.4. In order to verify compliance with the T&Cs, the Service Provider shall be entitled to appear at the Parking Lots and carry out random checks there, enter such Parking Lots for this purpose at any time, as well as to take pictures, audio and video records thereof and document its observations properly.
- ### 5. Technical Requirements for Using the Service, Service Platforms
- 5.1. Service Provider's Parkl application is available on any smartphones and tablets with **Android or IOS** operation system.
  - 5.2. The Service-related **Website** is available at [www.parkl.net](http://www.parkl.net). The Website contains information relating to the Parkl System and also the Registration may be carried out through such Website. If you wish to participate in the Parkl System also as a Partner, you may indicate such intention only through the Website, completing the appropriate form.
  - 5.3. The Service-related **Facebook page** is available at [www.facebook.com/parklapp/](http://www.facebook.com/parklapp/); such community page provides primarily additional data, information, and notifications about discounts and prize games in connection with the Parkl System. The communication and correspondence carried through such Facebook page shall not be considered official statements; the Service Provider is primarily available through the email address or phone number provided. If the User carried out the Registration

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through his Facebook account, by accepting these T&Cs, he acknowledges and accepts all operational policies of Facebook and the fact that the Service Provider has no influence over Facebook policies or operations and that it may not be held liable in this respect either directly or indirectly. Facebook's provisions shall apply to the Facebook Data Protection policy, practices and the related user consents.

- 5.4. The Parking Fee shall be settled by payment with bank card through the **SimplePay Online Payment System**. User shall solely be liable for the availability of a valid bank card with coverage. Bank card registration shall be subject to a HUF 100 minimum coverage on the User's related bank account which amount will be returned to the User's bank account automatically and immediately following the bank card registration. User acknowledges that, by accepting these T&Cs, he accepts all SimplePay operational policies, including but not limited to the policy governing payment terms, and that the Service Provider has no influence over the SimplePay system policy and operation, therefore the Service Provider shall not be liable for the regular operation of such system either directly or indirectly. SimplePay's provisions shall apply to the SimplePay Data Protection policy, practices and the related user consents. In case of use as a Corporate service, the Corporate User shall settle the Parking Fee, therefore the terms and conditions set out in this Clause shall not apply to Individually Listed Users.

### 6. Conclusion of the T&Cs

- 6.1. The T&Cs, that is the fixed-term framework agreement between the Service Provider and the Partner, as well as the Partner and the User shall be concluded after downloading the Parkl application, by its acceptance during Registration via the Website or as a mandatory element of Registration. This Clause shall apply to the use as a Corporate service with the difference that the conclusion of the T&Cs should follow the prior agreement between Service Provider and the Corporate User, in accordance with the CT&Cs. The T&Cs may only be accepted electronically. The Parties conclude an agreement for the use of the Parkl System electronically, through successful Registration. The agreement shall not constitute a written agreement, therefore it is not registered by the Service Provider and will not be available later. The language of the agreement is Hungarian.
- 6.2. By accepting the T&Cs, the User acquires the right to use the Service and the Parkl System under an Individual Agreement where requested.
- 6.3. It is in the very nature of the Parkl System, that its use is necessarily subject to the User possessing a Passenger Car in compliance with the laws, as well as a driving license, registration certificate, mandatory insurance and the technical conditions necessary for its intended use; User shall warrant the fulfilment of such conditions and shall be solely liable therefor. Service Provider excludes its liability for any damage due to the unlawful use of the Passenger Car.

- 6.4. The personal, invoicing and other User-related data that are supplied during registration and afterwards, are required for using the Service and concluding the Individual Agreement, as well as they are essential for communication between the Parties. User shall always ascertain and provide for the correctness, completeness, effectiveness, validity, update and correction of the data provided by the User in the Parkl application; the User shall solely be liable for such data and all legal consequences deriving from or related, in any manner, to the failure to do so, shall be borne only by the User. Until any notice to the contrary, the data recorded in the Parkl System shall be considered effective.

- 6.5. User undertakes and under the penalty of perjury, he declares expressly that the personal and invoicing data and the data supplied by him to the Service Provider in any manner during the use of the Parkl System relate to him, are real and correct and that they do not violate any rights and lawful interests of the Service Provider or of any third parties. If the Service Provider becomes aware or if it is probable that the data supplied by the User are not or a part thereof are not true, precise, complete or contain elements that are otherwise unlawful or contrary to the agreement, it shall be entitled to refuse the supply of the Service and apply further legal consequences in accordance with the provisions of these T&Cs and the applicable laws.

- 6.6. Service Provider shall be entitled to verify the correctness and truth of the data provided in the User account, as well as the conditions necessary for using the Service, at any time. Upon Service Provider's written notice, User shall present the supporting documents at Service Provider's customer service within a reasonable time period not exceeding 30 days. Should the User fail to do so, that is if the User fails to confirm the existence and validity of the documents requested or if such documents are found to be unlawful, the Service Provider shall be entitled to terminate the supply of the Service for the User and delete User's entitlement without any further motivation, provision of damages, indemnification or any other compensation, and it shall take the necessary legal steps in respect of the given User where this is provided by law.

### 7. Conclusion of the Individual Agreement

- 7.1. By accepting these T&Cs, the Parties acknowledge that the Individual Agreement is entered into by and between the Partner and the User for a fixed term corresponding to the period necessary for the single use of the Service, upon User's initiative taken through the booking or upon opening of the Barrier for the purposes of parking in a General Parking Lot or, in case of a Street Parking Lot, upon the User starting the parking operation in the Parkl application.

- 7.2. An agreement for the use of the Service is entered into by and between the User and the Partner electronically, through the T&Cs, upon successful booking or opening of the Barrier for the purposes of parking in the General Parking Lot, or starting the

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parking in a Street Parking Lot via the Parkl application. The Individual Agreement shall not constitute a written agreement, therefore it is not registered by the Partner or the Service Provider and will not be available later. The language of the agreement is Hungarian.

- 7.3. The conclusion date and the effective date of the Individual Agreement is the day when the Designated Parking Lot is booked validly through the Parkl application or the Barrier is opened for the purposes of parking in the General Parking Lot or, the parking in a Street Parking Lot is started through the Parkl application. The User who books a Designated Parking Lot by using the Parkl or who uses a General Parking Lot or a Street Parking Lot, shall be considered a Partner's customer upon conclusion of the Individual Agreement.
- 7.4. The Individual Agreement may only be concluded personally by a natural person with the capacity to act. By concluding the Individual Agreement, the User declares and acknowledges under penalty of perjury that he has full capacity to act and legal capacity.
- 7.5. In case if the registered User or the actual manager of the Parkl application and the driver of the Passenger Car are different persons, by using the Service, the User and the real driver of the Passenger Car expressly acknowledge by conduct that the actual driver shall be entitled to use the Service in the User's place and name and that such actual driver has an express authorisation from the User to do so. Parties acknowledge that any actions relating to or connected with the Service used during the Parking Period shall be deemed to be an action by the User provided that the User and the actual driver of the Passenger Car shall be liable jointly and severally for all activities carried out with the Passenger Car during the Parking Period, relating thereto or connected with the use of the Service in any manner, as well as for the performance of all obligations and circumstances set out in the T&Cs.
- 7.6. Parkl reserves the right to contact the User at any time during the term of the Individual Agreement; in such case, the User shall cooperate with the Service Provider and provide it with the information and data requested without delay. In case of failure to do so, the User shall solely be liable for all legal consequences.

## 8. Use of the Parkl System

### 8.1. Registration

- 8.1.1. The Service supplied by the Parkl System is available to all those persons who download the Parkl application and, by Registration, accept all the provisions of these T&Cs and consent to the data processing carried out in accordance with the Data Protection policy. Through the different online interfaces, visitors can find the Parkl application in three main ways: Through the Website, Facebook advertisement or Instagram advertisement.
- 8.1.2. **Without Registration or full Registration**, visitors may use the "TRIAL" mode in which all functions are available;

e.g. they shall view the description about Parkl's operation, browse the Map, but they cannot initiate any parking operations, that is they cannot conclude the Individual Agreement. Registration or log-in is possible by clicking on the "SETTINGS" tab.

### 8.1.3. Registration may be carried out in two ways:

- **direct Registration** by pressing the "REGISTRATION" button through the main screen. First, an email address and a password shall be provided for the purposes of Registration. The first phase of Registration will not be closed until the mandatory fields are not filled in by the User completely and properly.
- **Facebook Connect**: by log-in through the personal Facebook user account. This registration method is available for those who have registered on [www.facebook.com](http://www.facebook.com) website. From the Registration screen, it is possible to go to the "REGISTRATION WITH FACEBOOK" screen where Registration is carried out with the email address and password used on such community page. User expressly acknowledges that if he deletes his Facebook user account from that community page, the Parkl System will remain accessible until logout from such page; after that the Parkl User account cannot be accessed. The User account, however, shall not be considered deleted; deletion of such account shall always be requested separately from the Service Provider under these T&Cs.
- **Apple ID connect**: Apple service users, i.e. the IOS operating system users can register by signing into their personal Apple ID account. Accordingly, the preconditions of the registration are an extant Apple ID account and a running IOS operating system on the device. The User has the possibility to move on from the registration platform to the „REGISTRATION WITH APPLE ID" platform, where the User can register with an e-mail and a password. The User specifically acknowledge that if the User delete his/her Apple ID account then after that the Parkl system will only be accessible until the User log out. However, the user account is not deleted automatically, the User shall ask the deletion from the Service Provider in accordance with these T&Cs.

- 8.1.4. The email address may not be modified subsequently, therefore the User shall solely be responsible for the validity thereof and shall maintain the relevant mailbox. Service Provider shall not be liable for the legal consequences deriving from the deactivation, termination or inaccessibility, for any other reasons, of the mailbox belonging to the email address provided. If the Service Provider becomes aware that the email address recorded by the User is inactive or invalid, it shall be entitled to deactivate or delete the given User. Each email address may only be used once for

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Registration, therefore the system warns the visitor where Registration has already been made with the given email address.

- 8.1.5.** The password provided shall meet the following requirements: minimum length of five characters.
- 8.1.6.** After providing the email address and the password correctly, the User may go to the next screen where the first name, family name, the license plate number of the vehicle and the phone number shall be provided, as well as these T&Cs shall be accepted and an express consent is to be given to the Data Protection policy; after that the User account is created, but Registration is not complete yet. Registration is completed only after verification of the phone number and the email address, as well as the bank card registered.
- 8.1.7.** The next step is to confirm the four-digit verification code contained in the system message sent to the phone number provided, which step may be left out, but without that no Individual Agreements may be concluded thus the Registration remains incomplete. In case of errors, a new code may be requested on the screen. If, during the Registration, the User omits such step, then he may perform such step in the "SETTINGS" menu of his User account.
- 8.1.8.** After providing the correct verification code, the User may perform the "ADD A BANK CARD" step, which may be left out, but without that no Individual Agreements may be concluded, thus the Registration remains incomplete. When providing the bank card data, the system navigates the User through to the own interface of the SimplePay Online Payment System. The User may register only bank cards holding his name in the system and the User shall always solely be liable therefor. During the bank card registration, the bank card number, the name indicated on the bank card, the expiry date and the three-digit CVC code on the back of the bank card shall be provided. If the User clicks on the "PAYMENT WITH CARD REGISTRATION" button, the system debits HUF 100 to the User's bank card and returns such amount to the User immediately. Following that, the correctness and truth of the bank card data are verified. The obligation to register the bank card applies also to the Individually Listed Users, having regard to the potential private use of the Service or the Service Provider's different rights to sanction under these T&Cs.
- 8.1.9.** After verifying the correctness and truth of the bank card data, the Parkl application indicates on the screen that the Registration has been successful and the main screen of the Parkl application appears.
- 8.1.10.** In the last step of full Registration, the email address given by the User is verified through a link received in a message from the Service Provider and indicating the success of

Registration. The email address verification may be left out, but without that no Individual Agreements may be concluded thus the Registration remains incomplete. If, during the Registration, the User omits such step, then he may perform such step in the "SETTINGS" menu of his User account.

- 8.1.11.** The invoicing data shall not be provided necessarily for full Registration, but they may be provided in the "PAYMENT" menu of User account. In case of parking initiated by an Individually Listed User, the Corporate User's invoicing data shall be provided automatically if the fee is to be borne by the Corporate User.
  - 8.1.12.** In case of using a Corporate service, the registration process is not closed in this step as the Individually Listed User received an individual invitation to the Parkl application and by activating such application during the use of the Service, such Individually Listed User may select the payment method "at the Corporate User's cost" when settling the Parking Fee.
  - 8.1.13.** Following full and successful Registration, the User shall be entitled to use the Parkl System as a driver.
- 8.2. User Account**
- 8.2.1.** Following a successful and full Registration, the User may log in and use the Parkl at any time with the email address and the password provided. If the password has been forgotten, the Parkl application provides for sending a password reminder via email. In this case, after clicking on the "PASSWORD FORGOTTEN" button and providing the email address, the User will receive an email containing the link on which a new password may be provided.
  - 8.2.2.** The User shall be liable for and solely obliged to keep the secrecy of the User account and the related password. User expressly assumes liability for all of his activities carried out in connection with or through his User account. User shall notify the Service Provider without delay of any unauthorised access, use of his User account or other actions against the security.
  - 8.2.3.** The menu items available in the User account created through Registration are "SEARCH", "MY PARKINGS", "MY CHARGINGS" and "SETTINGS".
    - Through the use of the "SEARCH" menu, the Parkl System allows the User to select the Parking Lot according to his destination and to view the details of the Parking Lot by clicking on it.
    - The "MY PARKINGS" menu contains the previous and currently active parking operations.
    - The "MY CHARGINGS" menu contains the details of the chargers used in each location (opening hours, availability and type of cables, whether it is free, connections, performance), as well as the measured performance of each charging, beginning and ending

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of the charging, the cause of shutdown, as well as the consideration to be paid and whether the payment is settled or pending.

- In the "SETTINGS" menu, the "PERSONAL" data may be modified (except for the email address) and the settings related to "PAYMENT" may be carried out. The "VOUCHERS" tab contains the actual voucher offers or the User may also record in the system if he has a voucher code. In the "CARS" tab, the Passenger Cars recorded in the system may be managed. The "NAME CARD" menu contains further options like the help, the Parkl's Facebook page and Website, as well as the version number of the Parkl application. From this menu, the "LEGAL DISCLAIMER" containing also these T&Cs, as well as the Data Protection policy may be reached. Logging out from the Parkl application is also possible in this menu ("LOGOUT").

**8.2.4.** The license plate numbers of the given Passenger Cars are visible in the "CARS" tab. The Parkl System may only be used with Passenger Cars having license plate numbers registered in the Parkl System. If the User wishes to register more than one Passenger Car, he may carry out such registration in this menu only following valid and full Registration. The Passenger Cars previously recorded in the Parkl System may be deleted in this menu. The Passenger Car with the same license plate number may be registered by more than one User, but only one valid booking may be submitted or only one Parking Period may be started simultaneously for the same Passenger Car. In case of conflict between the Parking Periods, the booking concerning the parking that has really been started, shall be deemed valid, whilst the other booking shall be considered as cancelled automatically.

In the "CARS" tab, the "INSTANT PARKING" function may be set, which function makes easier and quicker the parking for a car with a specific license plate number in the manner that when the Passenger Car arrives to the Barrier, its license plate number is read by a camera and it is checked whether it is included as a User entitled to avail of the instant parking service. The identification of the license plate numbers are happening with the help of the cameras, they identify all the arrival vehicle's license plate numbers and in case of the recognized license plate number is checked up with a User's license plate number who mobilise the instant parking service, then the Barrier automatically opens. If the system grants the authorisation to the User, the Barrier is opened, and the Parking Period begins.

If the Instant parking function is used, only one User may have such function activated in respect of the same license plate number.

**8.2.5.** User expressly declares that if he is not the operator of the Passenger Car(s) registered in the Parkl System, the Parkl System is used with the operator's express authorisation, consent and agreement. In this case, the User and the operator shall be liable jointly and severally for complying with the rules concerning the use of the Parkl System and for all legal consequences arising from the infringement thereof.

**8.2.6.** By clicking on the "PAYMENT" tab, additional bank cards may be recorded in the system and the previously recorded bank cards may be deleted. In addition, invoicing may be requested; upon selecting such option, the fields of data necessary for invoicing appear. Such fields are the company name, tax number, registered seat, as well as the name and permanent address in case of a natural person. More than one bank card may be registered in the system; of those registered bank cards, the default bank card shall be selected, meaning the bank card from which the Parking Fee is deducted automatically upon expiry of the Parking Period. Any registered bank card may be deleted, but one default bank card shall always remain. The Parkl System does not allow for deleting the last bank card, except if a new bank card is recorded simultaneously. The default bank card set for the given parking operation cannot be deleted during the active parking period and until payment of the service fee due, but unsettled, during the actual payment delay. The provisions of this Clause shall apply in respect of the Individually Listed Users with the difference that the Parking Fee may be settled also at the Corporate User's cost by selecting the appropriate payment method in the Parkl application. Payment at the Corporate User's cost may be indicated as the default payment method in the "PAYMENT" tab, by moving the slide button next to the text "Use of the Services at the [...] company's cost".

**8.2.7.** In accordance with Clause 11, the User Account may be deactivated, deleted by the Service Provider or the User may be banned from the Parkl System. Furthermore, the Service Provider shall be entitled to delete the User Account if it has not used the Service for an uninterrupted period exceeding two calendar years.

**8.2.8.** By deleting the Parkl application from a smart device, the User's User account will not cease to exist, that is it is not deleted. If the User wishes to have his User Account deleted, he shall send an email to help@parkl.net; he cannot delete the User Account directly. Service Provider shall always examine the deletion request without delay and grant such request in accordance with the laws and the

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Data Protection policy, except where it is obliged to decline the request.

### 8.3. Searching for Parking Lots

- 8.3.1.** After Registration or log-in, the "SEARCH" window including the Map is displayed as the first step of use of the Parkl System. By clicking on the icon placed in the upper right corner, the User may switch between the "Parking lot map" and the "Street map" icon view. By clicking on the "What is your destination?" field, the User may search among the Parking Lots available at destination. An address may be searched manually in the Map or by giving the address; in this latter case, the Parking Lots located in the 1.5 km radius of the relevant zone will be highlighted on the "Parking lot map". By clicking on the lightning icon placed in the bottom right corner, the User may find whether the given Parking Lot is equipped with an electricity charger.
- 8.3.2.** The Parking Lots that are available at the given time, are indicated with black colour on the map, whilst the locations that are fully booked or which do not operate for any reason at the given time are indicated with grey colour.
- 8.3.3.** After selecting an available Parking Lot, the User may view the datasheet of the given Parking Lot where he can see the name, photo, exact address of the selected Parking Lot and the Parking Fee to be paid for one-hour Parking Period. Furthermore, the User may view the opening hours of the given Parking Lot, the description of the parking area is displayed containing the technical details of the given Parking Lot, and the availability of an electricity charger and camera surveillance may also appear as extra services.
- 8.3.4.** In case of General Parking Lots, the Parkl System does not provide for prior booking of such General Parking Lots, therefore the Service Provider does not guarantee that another user will not occupy the given Parking Lot after its selection by the User and before the real beginning of the parking operation by such User.
- 8.3.5.** The Designated Parking Lots may be available only on specific locations, depending on the Partner's individual decisions and such Designated Parking Lots are always indicated by the Service Provider in the Parkl application.
- 8.3.6.** In order to book a Designated Parking Lot, the User shall select the licensing plate number of the actual Passenger Car in the "CARS" menu, because such Designated Parking Lot may only be used with the selected Passenger Car. If the User enters the license plate number erroneously, he may correct it only by cancelling the booking and initiating a new booking. The Designated Parking Lot may be booked by clicking on the "BOOKING" icon, whereby the Individual Agreement is created and is displayed also on the main screen in the "MY BOOKINGS" menu. The Service Provider will not send a specific

notification about the booking which may always be monitored in the Parkl application.

- 8.3.7.** The "MY BOOKINGS" menu contains all former and future bookings initiated by the User, the address of the Parking Lot, the "TIME LEFT" until the beginning of the Parking Period; he may open the Barrier or the Parking Inhibitor and cancel the booking in this menu. Furthermore, the starting time of the relevant booking and the expected time of leave, the Parking Fee payable and the reminder are also displayed.
- 8.3.8.** User may modify his valid bookings in the Parkl System only in respect of the Parking Period; the starting time of the Parking Period may only be modified before its beginning, whilst the end of the Parking Period may be modified during the entire active Parking Period. If the User wishes to finish the Parking Period earlier and thereby close the active parking operation, the Parking Period ends automatically upon leaving the Designated Parking Lot with the Passenger Car through the opened Gate even where the booking was for a longer time period. If the User wishes to extend the Parking Period, he may do so only during the active Parking Period through the Parkl application. If the User wishes to change the location of the Designated Parking Lot after booking, he may do so only by cancelling the booking and initiating a new booking and only before the beginning of the Parking Period. The selection of a new Designated Parking Lot after beginning of the Parking Period constitutes a new booking subject to additional fee payment obligation.
- 8.3.9.** The User shall be entitled to cancel his booking before the beginning of the Parking Period or, if the User failed to appear at the Designated Parking Lot, also during the active and pending Parking Period, however, he acknowledges that in case of "CANCELLING THE BOOKING" if such cancellation is made within not more than 10 minutes before the beginning of the Parking Period or within 15 minutes after the beginning of the Parking Period, more than three times in a calendar month, starting from the fourth cancelled booking of the relevant month, the Service Provider shall be entitled to deduct half of the Parking Fee set in advance for the cancelled parking operation without any notice.
- 8.3.10.** If the User fails to start the parking operation within 15 minutes after beginning of the booked period, the Service Provider shall be entitled to cancel the User's booking and make the given Parking Lot available for another User, as well as to deduct half of the Parking Fee set in advance for the given parking operation without any notice. In such case, the Service Provider shall not be liable to provide the User with any damages, compensation or indemnification.

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- 8.3.11.** If the User fails to appear at the booked Designated Parking Lot during the Parking Period and he also fails to cancel his booking, he will still have to pay the full amount of the Parking Fee to the Service Provider.
- 8.3.12.** The Service Provider reserves the right to cancel a booking of the given Designated Parking Lot for any reason and at any time or make a Parking Lot unavailable, that is indicated with grey colour in the Parkl System, not including the pending and active parking operations, subject to notifying the User thereof without delay, and without being obliged to provide any damages, compensation or other obligations. In such case, the "cancelled" status and the cancellation date are displayed next to the given booking in the User account. Of course, in this case the User shall not be obliged to pay the Parking Fee.
- 8.3.13.** As a result of the search carried out according to Subclause 8.3.1, the Parking Zones of the given address and the Parking Zones surrounding it are displayed in the "Street map" view. In case of Street Parking Lots, the free parking lots are not displayed, and the User may park anywhere in the relevant Zone, observing the Road Traffic Rules.

### 8.4. Parking

- 8.4.1.** If there are free Parking Lots, a General Parking Lot selected by him or, depending on the location, a Designated Parking Lot through valid booking shall be provided for the User; the User shall be entitled to drive in such Parking Lot with the Passenger Car indicated for the relevant parking in the Parkl application, manage the Barrier or Parking Inhibitor and park his Passenger Car in accordance with this Subclause 8.4. If the User wishes to use a General Parking Lot, he may do so by staying with his Passenger Car set for the given parking operation directly in front of the closed Barrier, opening the Barrier through the Parkl System.
- 8.4.2.** The Parking Period is indicated by a counter on the screen of the Parkl application from the opening of the Barrier or another kind of Gate.
- 8.4.3.** User may control the parking in the Parkl application only through his User account and he may control only one parking operation at a time with the same User account. Otherwise, the Service Provider shall be entitled to refuse the supply of the Service in respect of the additional active bookings for the same period.
- 8.4.4.** After his arrival at the site, the User shall be able to manage the Barrier or other kind of Gate of the Parking Lot through the Parkl application, by pressing the "GATE OPENING" button. Before that, the User cannot open the Barrier or the Parking Inhibitor. In case of Corporate service, the Individually Listed Users may select the payment at the Corporate User's cost method, by moving the slide button next to the text "Use of the Services at the [...] company's cost", even right before the opening of the Barrier or other kind of Gate or before commencing the parking operation.
- 8.4.5.** The opening of the Barrier or other kind of Gate is not always subject to a range, therefore the User shall solely be liable for opening the Barrier or the Parking Inhibitor only when he really arrived at the given Parking Lot. In certain locations, if the User does not stop his Passenger Car closely enough to the Barrier, the Parkl application warns him to that effect and the Barrier does not open.
- 8.4.6.** In case of parking in a General Parking Lot, the Barrier can be opened through the Parkl application when the User arrives to such Barrier. If the Instant parking function is active, the Barrier will open only where the license plate number of the Passenger Car arriving at the Barrier corresponds to the license plate number recorded in the Parkl System.
- 8.4.7.** At the Designated Parking Lots equipped by few Barriers, including where more than one Barrier secures the area of the parking lots, the Parkl application may request the User to digit the code visible on the Barrier or to go to the given Barrier in order to drive in the Parking Lot. The User shall choose among the options offered to him the Barrier code visible to him, thereby confirming that he stays in the right place. If the Parkl application does not request the User to digit the Barrier code or there is a Designated Parking Lot equipped with a Parking Inhibitor, the User shall be obliged to and solely be liable for ascertaining that he stays in the place indicated in his booking.
- 8.4.8.** The Service Provider shall not be held liable either directly or indirectly if a third person stays in the Parking Lot for any reason and does not leave such parking lot, and if the User does not use the Parkl System in accordance with the provisions of these T&Cs for any reason, including where he stays at the wrong place, cannot drive in the Parking Lot or fails to leave it following the expiry of the Parking Period.
- 8.4.9.** The Service Provider shall not be liable in any case for the availability and proper condition of the Parking Lot or whether it has the appropriate parameters in the relevant car park.
- 8.4.10.** If a Corporate service is availed of, the Service Provider shall not be liable in any case for whether the Individually Listed User parks his Passenger Car at the Corporate User's cost, in the parking lot or parking period authorised under the individual agreement between them. If the Individually Listed User parks his Passenger Car in a parking lot or parking period that is not available under a Corporate service, the Corporate User shall still pay the costs of such parking to the Service Provider. The Corporate User and the Individually Listed User shall settle their disputes arising in relation thereto.

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- 8.4.11.** If the Individually Listed User finds out during the pending parking operation that he parks his Passenger Car in a parking lot or parking period not authorised by the Corporate User, he shall opt for the payment method at his own cost after finishing the parking operation. The costs arising due to the erroneous choice shall be borne by the Individually Listed User who shall not pass such costs onto the Service Provider or the Corporate User in any case; otherwise the previous Clause shall apply to the Parties' disputes.
- 8.4.12.** By opening the Barrier or other kind of Gate, the User may park in the Designated Parking Lot and keep his Passenger Car there until the end of the booked time or until a valid drive-out from the General Parking Lot; this is the active parking period. One Individual Agreement gives entitlement to one-time entry, therefore the User shall not be entitled to multiple drive-in and drive-out during the active parking period. The counter on the "PARKING IN COURSE" screen shows to the User the parking period actually lapsed; on this screen, in case of any problem, the User may request assistance by reading the FAQ or dialling the customer service number directly from the Parkl application.
- 8.4.13.** During the active parking period, only the User shall be entitled to use the Parking Lot; during this period neither other Users, nor the Partner or the Service Provider shall be entitled to stay in the Parking Lot, except that the Service Provider and the Partner shall have the right to remove and control any malfunctioning.
- 8.4.14.** During the Parking Period, the User shall fully be liable for his own activity and shall hold harmless the Parking Lot and all technical equipment relating to the Service, as well as the other vehicles staying there, any movable property and immovable property from any deterioration and damage, and it shall act with the care generally expected in the given situation and take the necessary measures in order to avoid such deterioration and damage.
- 8.4.15.** User shall not transform or cause to transform the Parking Lot in any manner.
- 8.4.16.** The Service Provider shall use its best endeavours to ensure the proper functioning of the infrastructure related to the Parkl System (including in particular Barriers, Parking Inhibitors, Opening Mechanisms) and that they are suitable for the intended use, but the Parking Lots are not subject to continuous monitoring, therefore it may happen that a mechanism was damaged or broken down during a previous use, therefore it is unsuitable for the intended use, but the Service Provider is still not aware of such condition. If the Parkl service related infrastructure is unsuitable for the intended use, the User shall not use it and he shall notify the Service Provider thereof via email or by phone without delay. User shall possibly demonstrate the reason of unsuitability for the intended use with a photo.
- 8.4.17.** In case of any technical problem of the Parkl System, a help button is available in the Parkl application, pressing which the User can receive information about the process of using the Service and can dial the Service Provider's customer service number by pressing a single button.
- 8.4.18.** Furthermore, the User shall notify the Service Provider via email or by phone and without delay of the facts and circumstances that do not affect the intended use, but which hinder the regular use, in order for the Service Provider becoming aware of the damage, abuse, littering and other damaging action and to be able to identify the person causing the damage, as well as to take the other reasonable steps under the T&Cs and the laws. User shall possibly demonstrate the reason hindering the intended use with a photo.
- 8.4.19.** If the Parking Lot is unsuitable for the intended use or if there is any other reason hindering the actual parking operation, the Service Provider shall primarily provide the User with another Parking Lot (substitute parking lot) after the unsuitability for the intended use has been proven validly by the User. The User, however, is not obliged to use the substitute parking lot so determined. If the Service Provider cannot provide for a substitute parking lot or if such substitute parking lot is at a parking area with a different address and the substitute parking lot offered to the User in the location that is the closest to the original address or its location is not acceptable, or if the User does not accept such substitute parking lot for any other reason, the User shall leave the given parking area. The Parking Period thereby ends, and the Service Provider shall not be obliged to provide the user with any further compensation, damages, indemnification or have any other obligations vis-à-vis the User.
- 8.4.20.** Active parking ends validly when the User actually leaves the Parking Lot with the relevant Passenger Car in accordance with the agreement as set out in Clause 9. In case of a Designated Parking Lot, if such designation is made following the prior booking, which may also be extended by the User, the time of the actual leave shall be taken into account.
- 8.4.21.** The Parking Fee that is calculated by the Parkl System always taking into account the actual Parking Period and indicated continuously in the Parkl application, shall fall due upon closing the parking operation and will be debited automatically to the given bank card. The User gives his express consent and authorises the Service Provider to debit the parking fee to his bank card without any further notice. The terms of Parking Fee payment are detailed in Clause 10.

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**8.4.22.** Upon closing of the parking operation, the User may rate the parking on the screen; the parking details and the amount paid by debit to the given bank card are displayed and the User will receive the payment receipt via email without delay.

### 8.5. Street Parking

In case of parking in a Street Parking Lot, the provisions of Chapter 8.4 shall apply with the divergences set out in this Chapter.

**8.5.1.** In case of parking in a Street Parking Lot, the Service Provider will not provide any other infrastructure (e.g. Barriers, Parking Inhibitors) in addition to the search and payment platform.

**8.5.2.** The User shall be liable for observing the Road Traffic Rules.

**8.5.3.** When the User arrives at the Street Parking Lot, the Parking Zone and the neighbouring Zones are displayed according to his location in the Street map view. User shall solely be liable for ascertaining that the location and the number of the Zone are appropriate.

**8.5.4.** By clicking on the Parking Zone, the information sheet of the Zone (hereinafter referred to as the Parking zone datasheet) is displayed, containing the number and details of the zone, the hourly Parking Fee, the maximum parking period in the relevant Zone, the automatic renewal option, the payment period applicable to the Zone and the Comfort Fee.

**8.5.5.** The Parking can be commenced by pressing the "Begin parking" text. The application sends a notification on the successful commencement. User shall ascertain that the parking operation has been commenced regularly. The User shall pay the penalty due for the failure to commence the parking operation.

**8.5.6.** To avoid any extra costs due to the failure to end the Parking in time, the User can manually set a reminder in the app. Once set, the app would send a push notification to the user to remind him of the ongoing Parking. The reminder can be set before the start of the Parking session and can be turned off any time after the Parking is commenced.

### 9. Leaving a Parking Lot

**9.1.** After finishing the parking, the User shall leave the Parking Lot regularly, in a condition suitable for the intended use, available to other Users, in an emptied, clean and rubbish-free condition, without delay and close the Parking Period through the Parkl application. The User acknowledges that in case of irregular stay, the Service Provider and the Partner will be entitled to remove the User's Passenger Car in order to ensure that other Users can use the Service in the Parking Lot without any hindrance. All costs related to the removal shall be borne by the User and are to be debited directly to the User's default bank card. Should the User fail to observe the rules applicable to the Parking Lot, hinder its

intended use by other Users or other drivers and fail to leave such Parking Lot in accordance with the agreement, such conduct shall constitute a material breach of the agreement, and the Parking Fee actually payable shall be calculated for the time period during which he actually stayed with the Passenger Car there, provided that, as a general rule, twice the fee per minute of the irregular stay or twice the payment basis otherwise established by the Partner, e.g. in case of half an hour, hour-based daily, etc. based invoicing, shall be charged.

**9.2.** User shall be entitled to determine the time of leaving the General Parking Lot or the Street Parking Lot.

**9.3.** The User leaves the Parking Lot regularly where the User opened the Gate with the Parkl application and left the car park properly with his Passenger Car, used the Parking Lot as intended, did not cause any damage and met all of his related contractual obligations properly. In case of a Street Parking Lot, the User leaves the given Parking Lot regularly if he observes the Road Traffic Rules when leaving such Parking Lot.

**9.4.** Should the User fail to leave the Parking Lot regularly, the Parking Period will not be closed until the lapse of the maximum 7-day period at the latest and the Service Provider shall be entitled to claim the Parking Fee according to Subclauses 9.1 and 9.2 until regular leave, as well as, the User shall bear the risks and the liability for damage until that time according to the T&Cs. In case of such failure in a Street Parking Lot, the penalty rate that may be imposed by the competent authorities under the applicable laws shall apply; the Service Provider does not claim any related consideration from the User.

**9.5.** If the Gate cannot be closed regularly due to deterioration or damage, the User shall notify the Service Provider by phone or via email without delay and wait for the Service Provider's action, except in case of personal injury requiring immediate medical assistance. Otherwise, the risk of when the Parking Period will actually be closed in the Parkl System shall be borne by the User.

**9.6.** In case of street parking, the Service Provider informs the User about the expiry of the maximum parking period applicable to the given Parking Zone through the Parkl application. The User shall always be liable for any necessary restart thereof; such restart may be carried out manually or automatically if it has been set expressly and previously by the User in the Parkl application.

### 10. Service Fee: Parking Fee

**10.1.** User shall pay a Parking Fee in consideration for the Service intermediated by the Service Provider. In relation to each Parking Lot, the Parking Fee shall always be invoiced on the basis of a calculation that is generally minute-based or it has another basis, e.g. half an hour, hour-based daily or dynamic daily (fee changing on a daily basis), etc. provided by the Partner in advance.

**10.2.** In case of Street Parking Lots, the Parking Fee shall be calculated on a basis other than the basis set in Subclause 10.1; it shall always be invoiced on the basis of

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- a) the statutory minimum parking fee based on the Parking Zone, corresponding to the parking lot, or
- b) the statutory minimum parking fee corresponding to the parking period and location.
- 10.3.** The Partner shall always be entitled to set the parking fees; the Service Provider shall not be responsible for setting the parking fees and the rates of such fees. The Service Provider shall not be entitled to modify the fees set by the Partner unilaterally. Partner shall always be entitled to change the fees applicable by it unilaterally; the Service Provider as intermediary shall not be liable in that respect. Any fee changes shall be valid only for the future, subject to prior notification of the User, following the update of the fees applicable to the Parking Lot and its acknowledgement by the User through the subsequent conclusion of an Individual Agreement, and it shall not affect the pending parking operations.
- 10.4.** Except in case of Street Parking Lots, the first 10 minutes of the Parking Period is always free of charge; the User may use the Parking Lot within the first 10 minutes free of charge, but it shall also leave it by the 10<sup>th</sup> minute. If he fails to do so, the Parking Fee shall be calculated from the 11<sup>th</sup> minute, but retroactively to the beginning of the Parking Period. In case of Street Parking Lots, the calculation of the Parking Fee starts with the commencement of the parking operation in the Parkl application. Depending on the Partner's decision, the first hour may also be free of charge in certain Parking Lots. The Parking Fee is displayed on the data sheet of the Parking Lot based on a preliminary hourly estimate, and it shall be monitored continuously on the screen indicating the Parking Period during the Parking Period. If the User leaves the Designated Parking Lot earlier than indicated in the booking, he shall still pay the Parking Fee for the entire booked period, regardless of the time period actually used. The User acknowledges that, regardless of the actual parking period, the Service Provider shall be entitled to increase the Parking Fee, occasionally, from the 11<sup>th</sup> minute, by the minimum Comfort Fee payable which shall be set and updated in case of change through the Parkl System. The Comfort Fee may not be reclaimed.
- 10.5.** In addition to the Parking Fee, the Service Provider shall be entitled to charge the one-time fixed Comfort Fee per parking operation as indicated in the Parkl System.
- 10.6.** The calculation of the Parking Fee is closed and becomes due at the end of the Parking Period. The Individual Agreement shall be deemed to be performed and terminated upon contractual payment of the Parking Fee. The fee due for the Service supplied by Parkl shall be paid in one lump sum.
- 10.7.** The User hereby mandates and authorises the Service Provider expressly and irrevocably to debit the Parking Fee, not including any related other payables automatically to the bank card provided, through the SimplePay Online Payment System when it becomes due. The Service Provider accepts the mandate and the authorisation expressly.
- 10.8.** The Parking Fee shall be settled in Hungary's official currency, that is in Forint (HUF); the prices shall be understood as gross prices to be paid by the User as a consumer.
- 10.9.** The Parking Fee shall be paid individually for each parking or by using a Season Ticket or Voucher. No Voucher may be used in case of Corporate services. Season Tickets may be used in accordance with the individual agreement concluded with the Corporate User and according to the CT&Cs.
- 10.10.** If, in case of any promotions, the Service Provider provides the User with Vouchers electronically or in any other manner, the User shall be informed thereof via a push message. In this case, no individual payment transactions will be carried out in accordance with this Chapter up to the Voucher value during the first parking operation following the distribution of the Vouchers. If the User has a Voucher registered in the Parkl System, such Voucher will be applied automatically in respect of the given Parking Fee upon completion of the first subsequent parking, regardless of its real value. If the Parking Fee is less than the Voucher value, the remaining value cannot be used for further parking operations, that is the Voucher cannot be exhausted gradually, **it may be used only once** and it cannot be stored in order to be applied to a subsequent parking operation. If the given Parking Fee exceeds the Voucher value, the given Voucher value will be set off against the Parking Fee accordingly and the individual payment transaction will be carried out in accordance with this Chapter, in respect of the fee not covered by the Voucher. Only 1 (one) Voucher may be used for one parking operation. The Parkl System stores the redeemed Vouchers which may be viewed by the User in his User account.
- 10.11.** The User shall pay the Service fee by means of online payment, through the SimplePay Online Payment System operated by OTP Mobil Kft. in accordance with the following working principle:  
*The recurring bank card payment (hereinafter referred to as the Recurring payment) is a function provided by SimplePay in relation to bank card acceptance, meaning that the Customer may initiate further payments in the future with the bank card data provided in the registration transaction, without providing the bank card data again.*  
*By accepting this statement, you give your consent to the use of the Recurring payment in order to make further payments in this web shop (.....[URL].....) after the successful registration transaction, upon the Merchant's initiative, without having to provide the bank card data again and having to give your consent to each transaction.*  
*Attention (!): the bank card data are processed in accordance with the rules of the card company. Neither the Merchant, nor SimplePay shall have access to the bank card data.*  
*The Merchant shall be liable for the recurrent payment transactions initiated by it erroneously or unlawfully; no claims*

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*may be enforced against the Merchant's payment service provider (SimplePay).*

*I have read this information, acknowledge and accept the content thereof.*

**10.12.** The Parking Fee is validly paid and settled by crediting it to the Service Provider's account. If the User contests the amount of the Parking Fee automatically debited, he may do so within 8 calendar days after payment by sending an email to Service Provider's help@parkl.net email address, attaching a detailed reasoning of the material objection and the supporting documents, demonstrating the facts and circumstances underlying his allegation. In the absence of a material objection, the Parking Fee applied shall be deemed accepted by the User and shall not validly be objected anymore. In case of dispute, the Service Provider shall contact the User immediately in order to settle such dispute as soon as possible.

**10.13.** The Service Provider shall send an e-receipt and/or an e-invoice on the Parking Fee paid to the User's email address belonging to his User account, depending on whether a receipt or an invoice is requested in the settings under the "PAYMENT" menu. The Service Provider shall not be liable if the given email address does not exist anymore, is incorrect or does not belong to the User, or if the recipient's mail system places the email containing the e-invoice in the Spam folder or does not display it at all. In case of use as a Corporate service, the Individually Listed User will receive only an email notification about closing of the Individual Agreement, the receipt and the invoice will be sent to the Corporate User according to the corporate payment scheme undertaken by it.

**10.14.** Following the use of the Service, the Parking Fee will be debited to the User's bank card automatically when due, at the same time, the e-receipt will always be generated per parking operation on the server of the Parkl System and sent by the Service Provider with formatted .txt content to the email address given by the User. Such .txt file will be stored and then archived in .pdf duplicate in the Service Provider's NETLOCK system.

**10.15.** If the User requires a VAT invoice (e-invoice) in addition to the e-receipt, he may submit such request for the future by activating the relevant function in the "PAYMENT" menu, in respect of his actual parking operations following the request. The function is available only where the User provided his name and permanent address and in case of a legal person, its company name, registered address, company registration number and tax number. In this case, the system transfers the User's invoicing data, parking data and amount to the szamlazz.hu server where the system calculates the amount to be invoiced based on the parking operations on a monthly basis, and the relevant VAT invoice is issued automatically on a monthly basis through the szamlazz.hu web service and is sent in .pdf format to Parkl's server.

**10.16.** The e-invoice issued as a collective invoice is sent automatically to the User via email by the 10<sup>th</sup> day of the month following the reference month and is stored in .pdf format on Parkl's server and on the szamlazz.hu server. The User expressly gives his consent to receiving an invoice issued in arrears as a collective invoice on a monthly basis in respect of the parking services used in the reference month and acknowledges that the Service Provider shall be entitled to issue the invoice, as well as to carry out and control the payment of the consideration under the Partner's express mandate and authorisation.

**10.17.** User shall always provide sufficient coverage on his default bank card used for the given parking, for the payment of the Service fee and the performance of any other payment obligations; the failure to do so shall constitute a material breach of contract; furthermore the User agrees and acknowledges that the Service Provider shall be entitled to use all legal means available in order to ensure payment of the Parking Fee in accordance with the agreement.

**10.18.** If there is no sufficient coverage on the bank card provided by the User in the Parkl application, to be debited under these T&Cs or the given Individual Agreement, for the purposes of settling the Parking Fee or any other payment obligation, thus they cannot be settled when due and the User is late with payment for more than 15 days and he also fails to meet his payment obligation fully within an additional 5-day deadline from communication of the Service Provider's written notice to that effect, such conduct shall constitute a material breach of contract. In this case, after completion of the parking operation, the payment will arrive in the "UNSUCCESSFUL" phase and the amount of the debt will be displayed as a negative balance under the "USER'S BALANCE" menu in the User's account.

**10.19.** If the Service Provider's given Partner so allows, the User shall be entitled to purchase a Season Ticket for a given location or, as the case may be, for more locations through the Parkl application; the Parking Lots in the given location(s) may be used with such Season Ticket in accordance with the terms and conditions set by the Partner. It is properly indicated in the Parkl application, if any Season Ticket may be purchased for the given location and the applicable special terms and conditions are also accessible through such application. Where a Season Ticket is used, the fee set by the Partner in advance shall be paid through the Parkl application, and based on such transaction, the User shall be entitled to use a specific quantity of parking services for a specific time and in specific locations. In this case, no individual payment transactions are carried out in respect of the specific parking operations.

**10.20.** In case of non-payment, the Service Provider shall deactivate the User, regardless of the actual duration of the payment default, without any further warning and motivation and immediately, without having to provide for any damages, indemnification or other compensation, until full payment of the

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Parking Fee due together with the statutory default interest, regardless what other legal consequences are applied by the Service Provider vis-à-vis the User due to such default.

**10.21.** User gives his express and irrevocable consent and authorisation to the Service Provider to give a mandate for debiting the Parking Fee due together with any interest to the User's bank card through the payment service provider for five days, once in a month during the payment delay.

**10.22.** If, under these T&Cs, the User fails to settle the Parking Fee or any other additional payment obligation, including any obligation to pay damages based on an invoice issued when such obligation is due or based on a payment notice, Parkl shall be entitled to act directly or through an attorney in order to settle the debt and take the necessary measures, as well as pass the costs of those actions onto the User.

**10.23.** The User shall pay the Parking Fee, including any other payment obligations based on this agreement, that constitute a part of the Parking Fee, without any counterclaims or deductions, not including the setting off of lawful and valid money claims in case of a User that is considered to be a consumer. Such setoffs shall be carried out individually through administration following the consumer's request submitted to [help@parkl.net](mailto:help@parkl.net) email address.

**10.24.** The Parkl application may be downloaded freely, but the User shall authorise the in-app purchases in his mobile phone settings.

**10.25.** The Service Provider reserves the right to introduce discounts or promotions; the Service Provider shall inform the Users about the terms and conditions of such discounts and promotions through the Parkl System in due time.

**10.26.** In case of Corporate services, the provisions set out in Chapter 10 shall be applicable with the difference that after completion of the parking operation, the Individually Listed User shall be entitled to settle the Parking Fee at the Corporate User's cost in case of parking in the parking lot and in the parking period authorised by the Corporate User. Where a Corporate service is used, the Season Ticket may be used under an individual agreement in accordance with the CT&Cs. The Corporate User shall settle the Parking Fee within the settlement scheme provided under the CT&Cs and/or the Individual Agreement.

### **11. Breach of the Agreement, Immediate Termination of the T&Cs by the Service Provider**

**11.1.** If the Service Provider becomes aware that the User's activity is unlawful in any manner or for an reason or is contrary to the T&Cs, the agreement, the law, an authority's provision or other statutory provision or that it probably constitutes an abuse of right, it shall be entitled to deactivate the User's account without delay and any further warning or exhaustive motivation if the infringement may be remedied up to such time or, if the infringement cannot be remedied, it is entitled to delete such User account and, at its own discretion, ban the User from the Parkl System definitely where

necessary, considering the seriousness of the conduct, including in particular any material breach of contract. If the final ban concerns a Corporate User, the Individually Listed User's entitlement to use the Corporate service will also cease to exist.

**11.2.** If the Service Provider becomes aware of an unlawful conduct in relation to the information intermediated by it or that such information violates the right or lawful interest of anyone, it shall provide for removal of the access information or block the access according to Subclause 11.1 without delay.

**11.3.** The Service Provider shall be entitled to determine unilaterally, at its own discretion, which user conduct shall be deemed unlawful, if the given conduct results in using the Parkl System irregularly, abusively and contrary to the agreement, regardless of whether such conduct was indicated expressly in these T&Cs, and it shall also be entitled to determine the duration of deactivation, cancellation or ban applicable in case of the given infringement.

**11.4.** The Partner shall be entitled to remove the defaulting User's Passenger Car from the Designated Parking Lot without delay if the unlawful or the non-compliant conduct is connected with the User's parking activity that is actually pending or that has not been closed regularly, and the User fails to abolish such conduct despite warning and such breach can be remedied most efficiently and successfully through the removal of the Passenger Car concerned. The User shall always bear the costs of removal which shall be debited automatically to the default bank card; furthermore, the Service Provider shall be entitled to enforce any relevant legal consequences vis-à-vis the User of the removed Passenger Car, also including any claims for damages.

**11.5.** The User acknowledges expressly that during the deactivation, he shall not be entitled to use further parking services, that is initiate a booking for a parking operation or initiate a further parking operation based on a valid booking or without booking, regardless of the other legal consequences applied by the Service Provider in respect of that User in relation to the underlying breach of contract. The Service shall be suspended in respect of the User concerned. After termination of deactivation, that is the re-activation of the User account by the Service Provider, the User account may be accessed by the User again, but the Service Provider shall be entitled to claim from the User a gross amount corresponding to HUF 5,000 as re-registration fee for each re-activation which will be debited automatically to the default bank card upon re-activation.

**11.6.** The deletion of the User account by the Service Provider shall be considered as a termination of the T&Cs by the Service Provider with immediate effect. In this case, the T&Cs cease to apply between the Parties, except for the provisions that, by their nature, survive such termination. The User account shall not be deleted if an active parking operation is pending or the payment obligation due is not performed, during such delay.

**11.7.** Where the User account is deleted, all contents belonging to such account, including the profile data shall be deleted automatically,

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in accordance with the Data Protection policy. In case of deletion, the bookings not yet started by the User shall be deleted automatically. The content of a deleted account may not be restored; the User may only initiate a new Registration.

**11.8.** In case of final ban, the User shall not be entitled to use the Parkl System in any circumstances.

**11.9.** The Service Provider excludes its liability for any damage deriving from or related in any manner to the deactivation or deletion, on its own motion or upon request, of the User account or the User's content by the Service Provider due to a conduct that is unlawful or otherwise breaches the agreement, or to the final ban of the User, therefore the Service Provider shall not be liable either directly or indirectly therefor. User shall not request any compensation or raise any claim in relation to the damage deriving from de-activation, deletion or the ban, but he shall compensate any damage incurred by the Service Provider.

**11.10.** The material breach of contract shall include in particular, but is not limited to the following User conducts:

- In the Service Provider's view, the User informs the Service Provider in an unclear or misleading manner about the entitlements or data necessary for concluding the Individual Agreement, including where the data supplied by the User prove to be false entirely or partly, considering in particular the following data: that he has appropriate driving licence and entitlements to use the Passenger Car driven by him, as well as the conditions for driving a vehicle;
- The User uses the Parkl System irregularly and contrary to its intended use, for the purposes of fraud or to cause damage to the Service Provider or a third party or causes damage in any manner during the use of the Service;
- If the User fails to extend the Parking Period applicable to the Designated Parking Lot in advance, and he does not even leave such Parking Lot in accordance with the agreement;
- The User does not always provides for a sufficient coverage for the fee of the Service used, on the bank card set as a default bank card in respect of the given parking activity.
- The User is late with payment of the Service fee for more than 15 days and he also fails to meet his payment obligation fully within an additional 5-day deadline from communication of the Service Provider's written notice to that effect.
- The User loses his previous authorisation to drive as it has been banned from driving or his driving license has been withdrawn, but he wishes to use the Service.

**11.11.** The User may always terminate his User account in accordance with these T&Cs; such termination shall constitute a termination for the future.

**11.12.** Where the T&Cs are terminated with immediate effect for the future or the User's account is deleted, the User or, in case of a Corporate service, the Corporate User shall continue to meet

his payment obligation undertaken in the agreement even after the termination date.

**11.13.** Where the T&Cs are terminated with immediate effect for the future, the defaulting User shall bear all costs, damage and other negative legal consequences deriving from such termination.

**11.14.** In case of a Corporate service, the Corporate User shall also be entitled to ban from the system, through the corporate administration system, the Individually Listed User who, on more consecutive occasions, parks at the Corporate User's cost in the Parking Lot which however does not fall into a parking zone or time period provided by the Corporate User, or if such Corporate User wishes to terminate the Individually Listed User's right to access for any other reason. In this case, the Individually Listed User becomes an User and may continue to use the Parkl application at his own cost.

## 12. Liability

### 12.1. Use of the Parkl System

**12.1.1.** The User may use all functions of the Parkl System under his own responsibility. The Service Provider does not assume any liability for the consequences deriving from the use of the Parkl System.

**12.1.2.** The Service Provider shall not be liable for the success of the Parkl System, it is not liable for the achievement of any results. The Partner acknowledges expressly that there is no guarantee to achieve conditions better than the parking fees set by the authority, as a result or through the use of the Parkl System, and that the Service Provider shall not be liable for that in any circumstances.

**12.1.3.** Where a Corporate service is used, the payment shall be made by the Corporate User; such provision shall apply even where the Individually Listed User selects the "Parking Fee at the Corporate User's cost" parking method in a parking lot or in a parking period not indicated by the Corporate User. The Service Provider shall not regulate the individual agreement between the Corporate User and the Individually Listed User, such individual agreement shall be agreed by the Corporate User and the Individually Listed User.

**12.1.4.** Parkl is responsible for the possible damages that were caused to the electro-mobility User related to the provided service, on the condition that as long as the damage was not connected to the charger device operator, the liability do not restrain the charger service provider from pursuing further claims according to the general rules of the civil law.

### 12.2. Information Displayed

**12.2.1.** Service Provider shall make all efforts to ensure the accuracy and completeness of the contents in the Parkl system, but it does not assume liability for any damage due to the potential inaccuracy or incompleteness of data contained in the Parkl application. The User may rely on the

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information available in the Parkl System only under his own responsibility and he shall also be responsible for monitoring any changes to such information.

**12.2.2.** For the rest, only the User and the Partner shall always be liable for the correctness, truth and accuracy of any information and data relating to the User or the Partner, which has any relevance in complying or is connected with these T&Cs, including but not limited to the invoicing data (e.g. bank account number). The User or the Partner shall notify the Service Provider in writing of any changes without delay. In case of failure to do so, any legal consequences due to any incorrect, erroneous, false data and information shall be solely borne by the User and the Partner. Unless otherwise notified in writing, the information contained in these T&Cs and its the annexes thereto shall be considered as valid and effective information and the Service Provider shall not be obliged to check regularly whether they are updated.

**12.2.3.** The User shall use the Parkl System for purposes and in the manner that are legal and lawful.

### **12.3. Technology Background**

**12.3.1.** The User shall be responsible and liable for providing the Internet access and the devices (hardware and software and their appropriate settings) necessary for accessing the Service. The User shall solely be responsible for the availability of the IT devices, as well as for their proper functioning and intended use.

**12.3.2.** The User acknowledges that the Service Provider has no influence over the operation and policies of the Android or IOS operation system and that it does not warrant the full performance of the Service ordered in case of change, termination, malfunctioning thereof or in any circumstances that obstacle or make impossible the use of the Service in any manner. Consequently, the Service Provider shall not assume any liability for the duration of the processing time and of the authorisation procedure of the Android Market and App Store. The User acknowledges that he may not claim any compensation, indemnification, damages or raise other claims vis-à-vis the Service Provider in relation thereto.

**12.3.3.** The User accepts that the Service Provider has no influence on the policies and operation of the Android Market and the App Store. The Service Provider does not assume any liability for the full performance of the Service ordered in case of change in such policies or activities, malfunctioning or any circumstances that obstacle or make impossible the use of the Service. The User acknowledges and agrees that in such case he may not claim any damages, indemnification, compensation or raise any other claim vis-à-vis the Service Provider.

**12.3.4.** For the rest, the Service Provider does not undertake any warranty in relation to the policies, operations of third party service providers, relating to the use of the Parkl application and the errors arising due to their change, termination or absence, or for the full performance of the service ordered.

**12.3.5.** The Service Provider shall not assume any liability for the search and booking history of the Parkl application becoming known to unauthorised third persons, the User shall solely be liable for the protection of the User's mobile phone, User account, the Website and any devices running the Parkl application.

**12.3.6.** Service Provider shall do everything in order to ensure that the Parkl System operates in compliance with these T&Cs, smoothly, as well as it shall check and update the Parkl System regularly, verify the accuracy of the information and data available therein, and try to protect the Parkl System against computer viruses and other malware, however, the Service Provider does not assume any liability for the continuous smooth and flawless operation and accessibility of the Parkl system, its completeness or suitability for a given purpose or potential loss of its data for any reason or for any other disfunction. Disfunctions include in particular any technical stoppage, network failure or outage or harmful content becoming accessible through the use of the Parkl system or placed therein, so including damage caused by viruses, worms, macros or hacker activities. The Service Provider expressly excludes its direct or indirect liability for the damage and loss deriving from the direct or indirect use of the Parkl System and of the information and content therein, the unsuitable condition of the Parkl System, the inappropriate functioning, deficiency, any malfunctioning or misunderstanding, as well as for the access and other operating tasks performed by or together with third party service providers.

**12.3.7.** If an electronic surveillance system is applied in any outdoor or indoor area to and from or concerning the Parking Lots, which is not a service provided under Instant parking, such system shall be operated exclusively by the Partner in accordance and in compliance with the applicable laws. The Partner shall fully be liable for the operation of the electronic surveillance system; - excluding such Service Provider operated cameras that are serving Instant parking - the Service Provider shall not be liable for such operation in any circumstances. The relevant Data Protection regulations in connection with the electronic surveillance system can be found in the Service Provider's privacy policy.

### **12.4. Liability for the Parking Service**

**12.4.1.** The Partner shall solely be liable for the quality of the Service, so including but not limited to ensuring the intended use and the operation of the Parking Lot, as well

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as compliance with the rules and regulations applicable there, including in particular compliance with the Road Traffic Rules. The Service Provider shall not assume any direct or indirect liability for the User's or the Partner's conduct violating the T&Cs or the applicable laws or which are contradictory or which cause damage.

**12.4.2.** Service Provider does not assume any liability either directly or indirectly for any failure, damage, theft, destruction or any other deterioration occurred in the vehicles, other movables, real properties in the area used by the User or otherwise including the Parking Lot. Service Provider does not undertake liability for personal belongings left at the Parking Lot.

**12.4.3.** Due to the intermediated nature of the Service, the Service Provider shall not be liable for the quality of parking service supplied by the Partner. The Service Provider excludes any liability for the case in which, during or in connection with the use of the Service, any damage is incurred by the User or a third party; the User or the third party may only raise any claim for damages against the Partner. The Partner acknowledges and undertakes this obligation expressly.

**12.4.4.** Only the Partner shall always be responsible and liable for ensuring the safety conditions of the parking service, the safety of life and property, as well as the protection of persons and property; the Service Provider shall not be held liable either directly or indirectly for the lack or insufficient functioning thereof or for any legal consequences thereof.

**12.4.5.** Having regard to the nature of the subject matter of the contract, the Service Provider shall not be liable or be obliged to respond directly for any third party claims arising in relation to or in connection with the performance; in all cases, the Partner shall be liable directly vis-à-vis third parties.

**12.4.6.** The Service Provider shall not intervene in the disputes between the Partner and the User; the Partner shall hold the Service Provider harmless from any claims, credits and obligation to pay damages. If third parties raise any claims against the Service Provider in relation to or in connection with the performance, the Partner shall fully exempt the Service Provider from the relevant liability, responsibility and obligation. In case of enforcing any claims against the Service Provider, the Partner shall make all necessary information available to the Service Provider and intervene in the procedure initiated against the Service Provider in order to exempt or contribute to the success of the Service Provider.

### 12.5. Service Provider's Liability

**12.5.1.** The Partner shall not be obliged to bear and compensate the damage deriving from the Service Provider's, its representatives' or employees' wilful conduct that is contrary to, or in violation of, the provisions of this

Agreement; the Service Provider shall be liable for the legal consequences of such damage. The Service Provider shall be liable for damage deriving from its own, its representatives' or employees' negligent conduct if the damage was foreseeable at the time of the conduct, and such conduct violates a material obligation arising from the legal relationship between the User and the Service Provider. In this sense, all obligations set out in this Agreement are material if their performance is essential in order to use the Service.

**12.5.2.** The Service Provider shall not be obliged to bear and compensate the damage due to circumstances out of its control and which could not be foreseen when the Individual Agreement was concluded.

**12.5.3.** In case of Street Parking Lots, the Service Provider shall not be liable in any manner or in any case for the changes of parking fees due to legislative changes or for the special method of calculating the Parking Fee applicable in the Parking Zone of the Street Parking Lot; the User shall always ascertain of the foregoing.

**12.5.4.** The Service Provider shall not be liable for damage due to the commencement of the parking in a Street Parking Lot in an erroneous Zone or in any other erroneous manner. The User shall always ascertain that the zone number corresponds to his real location.

**12.5.5.** The Service Provider shall not assume any liability for damage incurred by the User, because the Service Provider's right to supply services in Street Parking Lots has been withdrawn or the Service Provider is unable to meet its obligations under the T&Cs from the date of amendment, due to the amendment. In this case, the supply of the Service will cease at the time indicated in the relevant notice.

**12.5.6.** The Service Provider shall not assume any liability, either in terms of quantity or quality or from legal aspect, for the parking services supplied by NMFSZ to the User through centralised mobile sale. Such issues may only be handled and a claim for damage may only be enforced as between the NMFSZ and the User.

**12.5.7.** The Service Provider shall not be liable without a limitation in time if the Service cannot be used due to an error, maintenance or development by the NFMR or for a reason arising within the NMFSZ's or a third party's sphere of interest, as well as if the error arises within the company's sphere of interest, including in particular where the parking is not commenced properly. The User shall always ascertain that the parking operation has been commenced or stopped properly; if this is impossible for any reason, the User shall provide for payment of the applicable parking fee in another manner.

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**12.5.8.** The Service Provider's liability under these T&Cs shall always be limited to the consideration due for the ordered Service which has actually been paid by Partner to the Service Provider (the Service Fee due to the Service Provider), taking into account the extent of consideration agreed. The compensation of damages by Parkl shall not cover loss of profits and consequential damages occurred due to the incident.

**12.5.9.** The limitation of liability shall not apply in the cases set out in Section 6:152 of the Civil Code, that is in case of liability for damage caused wilfully or injuries affecting the persons' life, physical integrity or health. Otherwise, the limitation of liability in this Chapter 12 reflects the Parties' mutually agreed and accepted agreement. The Parties acknowledge expressly that the consideration due for the limitation of liability will be taken into account in the calculation of the fees mutually agreed by the Parties; the Parties agree on the extent of the fees being aware of the foregoing and recognise expressly that such fees are proportionate.

**12.5.10.** None of the Parties shall be liable for any delay or non-performance of their obligations under this agreement where this is due to an event that the Party could not reasonably prevent, provided that both Parties take reasonable steps to minimise or avoid the delay or non-performance.

### 12.6. Force Majeure

**12.6.1.** All events that cannot be influenced by the Parties' activities and that affect the contractual performance constitute unforeseeable and extraordinary unavoidable external causes and shall be deemed as a force majeure in application of the agreement (e.g. natural disaster, fire, explosion, strike, etc.).

**12.6.2.** The Parties shall notify each other in writing of the force majeure without delay. This notice shall indicate the exact reason of the force majeure, as well as its expected effect on the Agreement.

**12.6.3.** Should the force majeure delay the performance of the Agreement for more than 1 month, the Parties shall record the necessary amendments through negotiations. If such negotiations are not successful within two weeks from their beginning, any Party shall be entitled to terminate the individual mandate affected by the force majeure with immediate effect.

### 13. Copyright Provisions and the Parkl System's Terms and Conditions of Use

**13.1.** The Service Provider expressly declares that it is the sole proprietor of the Parkl software, as well as it holds exclusively all copyrights, industrial property rights and related rights to all the elements of the Parkl System, and that no third parties have any right in that respect which would hinder or obstacle the application of a software or other system element by the User.

**13.2.** These T&Cs shall not affect - in any manner - Service Provider's intellectual property relating to any of its intellectual works or its

unlimited and exclusive right of use as to the Parkl system. Such products shall always remain in Service Provider's property and use and the User shall not acquire any unlimited or limited copyrights, rights of use, industrial property rights or other rights in respect of the Parkl system.

**13.3.** The Parkl name and trademark are protected by industrial property rights; their use is subject to the Service Provider's written consent, except for referencing.

**13.4.** All elements of Parkl system as well as all Service Provider's contents available in such system shall be subject to Service Provider's copyright protection and industrial property rights protection where relevant. The utilisation, processing, copying, adaptation, distribution, reproduction, storage, any kind of exploitation or use of such elements and contents outside the scope of these T&Cs, without the copyright owner's express written consent constitutes an infringement of copyrights, resulting in the appropriate legal consequences.

**13.5.** Even in case of a written consent, any material from the Parkl application and its database may only be taken over subject to making reference to the Parkl application.

**13.6.** The Service Provider reserves all of its rights to any and all items of the Parkl System as broadly interpreted, including the domain name, the secondary domain names deriving therefrom, as well as the Internet advertising interfaces.

**13.7.** The use of the service shall not result in the reversal or decryption of the source code by the User, the dismantling, reproduction, exploitation by the User of the Opening equipment or other tools owned by Service Provider or used by it for complying with these T&Cs or in the infringement of Service Provider's intellectual property rights in any other manner.

**13.8.** Furthermore, adaptation of the content or certain parts of the Parkl application, the unfair creation of user identification numbers and the use of any application with which the Parkl application or a part thereof may be modified or indexed (e.g. search robot or any other decryption), is prohibited.

**13.9.** The Service Provider reserves the right to modify or alter the Parkl System at any time, having regard to the fact that such modification or alteration cannot cause a continuous interruption of the intended operation exceeding the 48-hour period set out in this Agreement and that the Users are always informed thereof in advance and in a timely manner.

**13.10.** In case of a copyright infringement, the Service Provider may enforce its right to claim damages and any other legal consequences against the infringer in court.

### 14. Electromobility Service

**14.1.** In certain locations, the Service Provider provides for the electric charging of electric cars through the Parkl System depending on the collaboration with certain Partners or independently; this circumstance is indicated separately in the Parkl application.

**14.2.** Every Electro-mobility Service is accessible without registering into the Parkl system, by following the orders given on the decals

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placed on the charger devices. The method of the unregistered charging begins with scanning the QR code, which leads the User to the Website (parkl.net/charge). On the website the Ad-hoc user has two different options to choose the adequate charging-head. With the option of „SEARCHIN ON THE MAP“ the User can mark the charging spot manually, by choosing the „START CHARGING“ option the charging will begin. With the second option, the User can start the charging by „GIVING THE IDENTIFICATION“ and the charging will begin when the User gives the four-digit number represented on the decals. This number is necessary to identify the location, after that the Ad-hoc User shall choose the exact scale of the Electro-mobility service. After that the User may start the charging by giving his/her e-mail and phone number on the Website's data sheet. The User is informed by e-mail about the start, the method and the end of the charging. The charging can be cut off any time by choosing the „STOP THE CHARGING“ option. The provisions about the Electro-mobility service rates which is based on these T&Cs, shall apply to the Ad-hoc Users as well. The Electro-mobility service fee is represented clearly on the charging devices by the Service Provider. The amount which was predetermined by the Ad-hoc User is blocked in advance based on the Ad-hoc User's given credit card data. In case of the charging reaches the predetermined amount, it stops automatically. In case of the Ad-hoc User stops the charging earlier, the blocked amount will not be utilized, the resulting amount will be released and referred back to the Ad-hoc User's account. The time of the transaction depends on the bank, the Service Provider has no influence on this period, so the User shall expect an occurrent lead time. The Service Provider exhibits and sends a receipt about the definitively consumed amount to the Ad-hoc User, pursuant to the regulations that are applying to the Users. The receipt contains the unit price of the payment, the amount of the consumed electricity (kWh) for the charging of the electric powered vehicle's storage battery and the consideration for the electromobility service that was mobilised by the electromobility user. Otherwise the regulations of these T&Cs shall apply to the Ad-hoc Users as well.

- 14.3.** Each charging station is operated by the given Partner or by Parkl; the Service Provider shall always ensure the management of the charging station by the User through the Parkl application, therefore the Service Provider shall be liable for the intended operation of the charging stations only in the locations where it operates the e-mobility service. The Service Provider shall indicate the information relating to the operation of the given charging stations, the Partners' contact details, error reporting and other relevant information in the information interface recorded in the Parkl application in respect of the given charging station and on the decals located on the charging devices.
- 14.4.** The User shall always be liable fully for the compatibility between the Passenger Car he wishes to charge at the relevant charging

station and such charging station, and for the regular and intended use of such station.

- 14.5.** The Service Provider makes the use of the e-mobility service for the Users and the Ad-hoc users in every case subject to an appropriate consideration which is the electricity charging fee calculated on the basis of the electricity consumed in kWh as increased by the fixed Comfort Fee. The amount shall be settled through the Parkl System or in case of an Ad-hoc user, the amount shall be settled by credit card, redirecting the Ad-hoc user to SimplePay's webstie
- 14.6.** Depending on the agreement between the Service Provider and the Corporate Users, the electro-mobility service may also be used by Individually Listed Users.
- 14.7.** Otherwise, the provisions of these T&Cs shall apply *mutatis mutandis* to the electro-mobility service.
- 15. Smart bicycle docking service**
- 15.1.** In certain locations, marked on the map in the Parkl application, in cooperation with the Partner, Smart bicycle docking service - designed and manufactured by Bikeep-, is available in the Parkl application.
- 15.2.** Through Registration in the Parkl system, the User acquires the right to use the Smart bicycle docking service at the available locations. During the Registration process, unlike in the Registration process of the Parking and the Electro-mobility services, providing a license plate number is not mandatory for the User.
- 15.3.** The User can lock their bicycle, by placing their bicycle in the smart dock and then providing the 3-digit identification number of the dock in the Parkl application. In case of successful locking, the Bicycle parking operation commences. The User can follow their active parking operation in the Parkl application.
- 15.4.** The User can stop their active Bicycle parking operation and unlock their bicycle by providing the 3-digit identification number of the dock. Upon successful unlocking and closing of the parking operation, the payment of the fee for the Smart bicycle docking service shall fall due and will be debited automatically to the given bank card by the Parkl system. At the same time, e-receipt will be generated and sent to the email address given by the User. Should the User require VAT invoice, Service Provider will issue it monthly and send it to the given email address.
- 15.5.** The User shall solely be responsible and liable for the Bicycle left in the dock and for using the Smart bicycle docking service for its intended purpose, in accordance with these T&Cs.
- 15.6.** Partner is responsible for the operation and maintenance of the Bicycle docks, Service Provider is responsible for providing the Smart Bicycle docking service to the User through the Parkl application, therefore Service Provider is solely responsible for the availability of the Parkl system upon normal use, and Service Provider excludes any further liability in this respect. Information about the usage of a particular Bicycle dock, the contact of the Partner, the means of error notice and any other relevant

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information is indicated on the stickers placed on the particular dock. Certain information on the dock is also available in the Parkl application.

15.7. Otherwise, the provisions of these T&Cs shall apply *mutatis mutandis* to the Users of the Smart Bicycle docking Service.

### 16. Data Protection

16.1. The Service Provider's data protection provisions are included in a separate policy. The Data Protection policy is available at the following link in Hungarian: <https://parkl.net/mobile/privacy?lang=hu>, in English: <https://parkl.net/mobile/privacy?lang=eng>, or at the Service Provider's website: [www.parkl.net/](http://www.parkl.net/)

### 17. Handling of Complaints

17.1. The Service Provider always acts as an intermediary service provider through the Parkl application. The Service Provider shall not be liable for matters for which the Partner is liable; the related complaints shall be forwarded by the Service Provider directly to the given Partner, but it shall cooperate in the handling of the complaint as possible.

17.2. If the User has any complaints in relation to the Service or the performance thereof, such complaint may be communicated via [info@parkl.net](mailto:info@parkl.net) e-mail address or +36-30/971-9900 phone number or even in a letter addressed to the Service Provider.

17.3. The Service Provider shall examine the complaint immediately and remedy it where necessary. If the User disagrees with the handling of the complaint, the Service Provider shall take records of the complaint and its related position without delay and deliver a copy thereof to the User. If the complaint cannot be examined immediately, the Service Provider shall take records of the complaint and deliver a copy thereof to the User or send it later together with the reply in the merits.

17.4. The Service Provider shall reply in writing to the written complaint within 30 days. The Service Provider shall motivate its position if it refuses the complaint. The Service Provider shall retain the duplicate of such reply for 5 years and show it at the controlling authorities' request.

17.5. The User acknowledges and expressly agrees that in considering the complaint, Parkl may use the records of the electronic surveillance system (security camera) placed and operated by the Partner at the Designated Parking Lot, where necessary and in accordance with the applicable laws.

17.6. If the outcome of the handling of the complaint is unsatisfactory for the User, he may avail of the procedure of further bodies: if the User is a consumer, he may turn to the district office having jurisdiction, available through the website of the Ministry for National Development (<http://jarasinfo.gov.hu/>.) in relation to a consumer complaint concerning the service. The jurisdiction is based on the User's domicile, the undertaking's registered address, site address, as well as the place of infringement. In relation to complaints concerning electronic advertisements, the

User may initiate the NMHH's procedure (<http://nmhh.hu/tart/report/2>).

17.7. The Service Provider raises the User's attention to the fact that users considered to be consumers may turn to the conciliation panels as dispute resolution fora having jurisdiction at his domicile or residence. The conciliation panel has competence for the out-of-court settlement of disputes between the consumer and the undertaking, in relation to product quality, product safety, the application of product liability rules, service quality, as well as the conclusion and performance of the contract between the parties (hereinafter referred to as the consumer dispute), for attempting to reach a settlement for this purpose and in case of no success, for adopting a decision in the case in order to enforce the consumer rights easily, quickly, efficiently and cost effectively. Upon the undertaking's request, the conciliation panel provides the undertaking with advice in relation to the consumer's rights and obligations. The procedure of the conciliation panel is subject to a direct attempt to settle the dispute between the consumer and the undertaking concerned. The conciliation panel starts its procedure upon the consumer's application. The application shall be submitted to the head of the conciliation panel. The conciliation panel having jurisdiction at the Company's registered address: Budapest Arbitration Board, customer service: H-1016 Budapest, Krisztina körút 99. III. emelet 310., postal address: H-1253 Budapest, Pf. 10., telephone: (+36) 1/488-2186, email address: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu).  
In addition to the foregoing, the User may turn to court according to the Civil Procedures Code.

### 18. Other Provisions

18.1. The Service Provider may avail of subcontractors or other collaborators in the performance of its obligations. The Service Provider shall fully be liable for the conduct of such subcontractors and collaborators as if it had been acting on its own.

18.2. Neither Party may assign the legal relationship established under the T&Cs without the written consent of the other Party.

18.3. Should any part of these T&Cs become invalid, unlawful or unenforceable, the validity, lawfulness and enforceability of the remaining parts shall not be affected.

18.4. Should the Service Provider fail to exercise any of its rights under the T&Cs, such failure shall not be considered as a waiver of such right. Any waiver of any rights may only be valid subject to an express written statement to that effect. Should the Service Provider not stick strictly to a material condition or stipulation of the T&Cs on one occasion, this shall not constitute a waiver in relation to the strict compliance with such condition or stipulation.

18.5. The Service Provider and the User endeavour to settle their disputes amicably. In relation to any dispute between the User and the Service Provider, falling under these T&Cs and which cannot be resolved by way of settlement within 30 (thirty) calendar days, the User and the Service Provider stipulate the exclusive

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jurisdiction of the court having jurisdiction at the Service Provider's registered seat.

### 19. The Most Relevant Laws

- Act CLV of 1997 on consumer protection
- Act CVIII of 2001 on certain aspects of the electronic commercial services and services related to the information society
- Act 2007 LXXXVI of 2007 on electricity
- Act CC of 2011 on the national payment system
- Act V of 2013 on the Civil Code
- Government Decree No 243 of 22 November 2019 on certain aspects of electromobility services
- Government Decree No 356 of 13 December 2012 implementing Act CC of 2011 on the national payment system
- Government Decree No 45 of 26 February 2014 concerning the detailed rules of contracts between the consumers and the undertakings