

GENERAL COMMERCIAL TERMS AND CONDITIONS OF THE FIRM ONEPARK S.R.O.

1 BASIC PROVISIONS

- 1.1 The firm ONEPARK s.r.o., ID no.: 01484087 with registered seat at Prague 1, Revolu ní 1082/8, PS 110 00 (hereinafter referred to as "Company") concludes a contract according to these General Commercial Terms and Conditions ("GCTC") with user of the parking premises (hereinafter referred to as "Customer") upon the Customer's entry on the parking premises. The Company does not accept the Customer's conditions that contravene or differ from the GCTC, unless the Company accepts these explicitly in writing prior to the conclusion of the agreement with the Customer. Such conditions are then valid only for the specific agreement for which they were arranged.
- 1.2 The Company operates parking services offered in parking lots and in the course of business, to which these GCTC apply, provides paid short-term or long-term parking, reservation of parking space, pay for parking services and related services described below in these GCTC.
- 1.3 These GCTC apply to the independent operation of Garage Pa ífská, Pa ífská 30, Praha 1, it is not related to the Hotel Intercontinental (the "Garage"). The Garage has no security guards.
- 1.4 The company claims that it is a VAT payer. All financial amounts stated in the Contracts or in the GCTC are inclusive of VAT.

2 ESTABLISHMENT OF CONTRACTUAL RELATIONSHIP

- 2.1 Customers conclude a contract for use of the Garage by entering the parking premises and thereby undertake to abide by the conditions laid down for parking and movement in the area.

3 INFORMATION ABOUT CUSTOMER DATA

- 3.1 Customers entering the area consent to process personal data relating to camera monitoring of the Garage for safety reasons with the possibility of retaining records. Customers voluntarily grants approval with the processing and storage of the said personal data in line with act no. 101/2000 of the Coll., on personal data protection and the change of selected act, in the wording of later directives.
- 3.2 If Customers find out that his/her data are being processed in contradiction to the protection of his/her private and personal life and/or in contradiction to the provisions of the personal data protection act, primarily if the Data is incorrect with regard to the purpose of their processing, he or she is entitled to request an explanation from the Company and rectification of the situation. The data may primarily be blocked, altered, supplemented or removed. If the Customer's requirement is legitimate, the Company will rectify the detrimental situation immediately. If the Company does not comply with such a requirement from the Customer, the Customer is entitled to turn to the Personal Data Protection Office. Regardless of the above stated procedure, the Customer has the right of turning to the Personal Data Protection Office directly.

4 TERMS OF USE OF THE PARKING LOT

- 4.1 The provisions of the act no. 361/2000 of the Coll., on the traffic on roads and ground communications and on changes to selected acts (act on road traffic), in the wording of later directives, is fully valid and effective in the parking lot, together with the potential operation rules issued by the Company.
- 4.2 Entry to all parking lots is prohibited for vehicles that do not comply with the requirement set by special legal norms for traffic on roads and ground communications.
- 4.3 Parking is permitted only in designated areas for vehicles registered at the entrance.
- 4.4 The driving speed in the Garage is limited at max. 20 km/hr. When moving in the Garage, the vehicle's lower beam lights must be turned on.
- 4.5 The Customers are obliged to observe the fluency and security of traffic, warning signs and to adopt their driving to the traffic conditions in the Garage. Each Customer is primarily obliged to keep the access and departure paths free for other users of the parking premises.
- 4.6 Vehicles with exclusive or combined gas drive (LPG/LNG) are prohibited from entering and parking in underground parking lots and parking lots with closed structures.
- 4.7 Customers are obliged to respect the ban on parking outside the defined and marked parking areas, hereunder on access and departure paths, on pedestrian crossings and in front of emergency exits.
- 4.8 Customers are obliged to observe the ban on smoking and use of open applicable for the entire Garage.
- 4.9 In the Garage it is prohibited to:
- ➔ carry out any vehicle repairs/maintenance;
 - ➔ refuel from petrol cans or other similar container or handle these in any manner;
 - ➔ wash and/or clean vehicle bodies or interiors (except on the car wash's premises, where the car wash's employees are allowed to provide these services);
 - ➔ handle engine oil or other hydraulic or cooling fluids;
 - ➔ distribute advertising products, skateboard or rollerskate.
- 4.10 The Customers are obliged to:
- ➔ use for parking only parking spaces intended for the given type of vehicle;
 - ➔ to park duly acc. to the used horizontal marking on the floor so that each vehicle occupies just one allocated parking space and does not reach out or limit the other users of the parking lot;
 - ➔ to secure the vehicle against self-motion;
 - ➔ to continually maintain and allow free access to portable fire extinguishers, electricity distributors, hydrants and other security and servicing equipment;
 - ➔ to respect instructions from parking lot staff during the cleaning and maintenance of the parking lot.
- 4.11 The Customers are obliged to secure the vehicle against theft, i.e. primarily always duly lock the vehicle he or she is leaving, close its windows and secure it with security equipment that comes with the vehicle or that is available to the Customer. Valuables must not be left in the vehicle.
- 4.12 Each Customer is obliged to check prior to leaving the vehicle that the engine and the lights are turned off.
- 4.13 No persons below 18 years of age and no animals may stay in the parked vehicle.
- 4.14 In the case of the occurrence of an extraordinary event, everyone in the premises of the parking lot is obliged to comply with the instructions from the parking lot manager/administrator and other responsible staff.
- 4.15 Pedestrians moving in the parking lot premises shall use only the side strips and other allocated paths. When going up/down between floors, they must use solely the stairs or lifts designed for this purpose. It is prohibited for them to use the access or departure ramp for entering/leaving the parking lot.
- 4.16 Customers moving in the parking premises are responsible for any damages that they cause to the Company or third parties through their actions.
- 4.17 Any breach or violation of the GCTC can result in a contractual penalty in the amount of 1.500 CZK per started 24 hours beginning 00:00 and / or towing at the owner's /user's risk and account.
- 4.18 Loss of ticket will entail additional payment of CZK 1.500,-, and driver will have to provide identification and documentation of right to use or ownership of the vehicle.
- 4.19 Parking is at each Customer's own risk. The Company shall not be liable for any loss or damage which occurred in connection with the use of the Garage.

5 PRICES

- 5.1 Parking is allowed only for a payment. Prices for parking are stated at the entrance barrier and by the automatic payment machine.

6 COMPLAINTS AND SERVICE RECLAMATION

- 6.1 Any complaints should be submitted in writing with the operator ONEPARK s.r.o., ID no. 014840087, Revolu ní 1082/8, Praha 1 ó Nové M sto, 110 00, otherwise they will not be taken into account.
- 6.2 The customer is obliged to justify the complaint, and to add all facts related to the complaint. In the complaint, the customer must at least specify his/ her identification, vehicle identification, garage, parking time, the reason and subject of the complaint and when the subject of the complaint came to the Customer's knowledge.
- 6.3 After receiving the complaint/reclamation, the Company identifies the cause of the reclamation. If the cause is not on the part of the Company, the complaint will be forwarded to the relevant third-party, who is obliged to comment on it within 30 days of receipt of the complaint.
- 6.4 If the complaint is judged reasoned and justified the Company shall redeem the situation within a reasonable period.

7 FINAL PROVISIONS

- 7.1 The Company reserves the right to reject a proposal for use of the Garage in case the capacity of the Garage does not allow it the Garage for other reasons are not available.
- 7.2 These General Commercial Terms and Conditions in full wording are published on the Company's website and in the Garage.
- 7.3 These GCTC are valid from September 1, 2014 and the Operator reserves the right to change without notice. The change is effective when is published on the website of the Company and in the Garage.