

# General Terms and Conditions of Smile Parking s.r.o. for the Smile Parking service

## 1. Basic provisions

1. Company **Smile Parking s.r.o.**, IN: 09051368, with registered office address: Tuchoměřice, U Špejcharu 504, postal code: 252 67, entered in the Commercial Register kept by the Municipal Court in Prague, file number C 329883, Telephone: Infoline: 220 571 752 , Hotline: 725 120 021 , E-mail: [info@smileparking.cz](mailto:info@smileparking.cz), <https://www.smileparking.cz> (hereinafter referred to as the "operator") provides in the Czech Republic, the municipality of Tuchoměřice and the City of Prague, services to enable the parking of motor vehicles in the Europort building at Václav Havel Airport (hereinafter referred to as the "Airport"), the subsequent parking of vehicles by the operator to the operator's secure car park in Tuchoměřice and back to the Airport (the "Smile Parking") and related services (car washing, interior cleaning, wet cleaning of seats, ozone disinfection).

1. The Operator issues these **General Terms and Conditions of Smile Parking s.r.o. for the Smile Parking service (hereinafter referred to as "GTC")** in accordance with § 1751 of Act no. 89/2012 Coll., Civil Code, according to which part of the content of the contract can be determined by reference to these conditions.

2. The GTC regulate the rights and obligations of the operator and users of Smile Parking services (hereinafter referred to as the "customer"), the conditions for the provision and use of Smile Parking services, liability for damage, claims for services and more.

3. The customer is obliged to get acquainted with these GTC before concluding a contract with the operator.

4. The operator has the right to unilaterally change these terms and conditions. **The current version of the GTC is published on the website <https://www.smileparking.cz/>.**

5. The GTC are an integral part of every contract with the operator.

6. Deviating provisions in the contract take precedence over the wording of these conditions.

7. Legal relations based on the contract and these GTC are governed by the law of the Czech Republic and the courts of the Czech Republic are competent to resolve any disputes.

8. In the sense of § 14 paragraph 1 of Act no. 634/1992 Coll., on consumer protection, as amended, the operator informs that **the out-of-court settlement of consumer disputes between him and the customer - the consumer is the Czech Trade Inspection Authority**, address: Štěpánská 567/15, 120 00 Prague 2, [www.coi.cz](http://www.coi.cz), phone: +420 296 366 360.

9. When communicating, always state the contract number (reservation ID).

10. The customer gives the operator consent to the use of the services of another operator as a subcontractor in the implementation of Smile Parking services.

## 2. Contract providing parking service

1. The contract is concluded remotely via the internet application reservation form at <https://www.smileparking.cz/> for the use of the Smile Parking service. The reservation form is a proposal for the conclusion of a contract by the customer (order).

2. The contract is concluded in the sense of § 1746 paragraph 2 of Act no. 89/2012 Coll., Civil Code, at the time of delivery of the Operator's confirmation of acceptance of this proposal, which contains detailed instructions for parking (online check-in and check-out), to the customer's e-mail address specified in the booking form.

3. The customer authorizes the operator to provide the Smile parking service and to perform extra services if necessary. The customer acknowledges and agrees that as a result of transporting the vehicle, fuel consumption and mileage will be higher than when the vehicle was handed over, but by a maximum of 20 km.

4.The customer declares that he or she is the rightful holder of the vehicle, the vehicle is not stolen, he or she has the right to dispose of the vehicle, and that this is in good user condition and meets safety standards (the vehicle is functional), in the case of vehicles used for work purposes, the customer has the employer's permission to hand over the vehicle to a third party.

5.The contract is stored on the servers of the operator's internal system and extracts from it can be provided to the customer upon request. The contract is concluded in individual steps determined by the technical solution of the reservation system.

6.When executing the order, the customer is obliged to enter the address for electronic mail (e-mail address), which must have ensured technical functionality from the time of sending the order until the completion of the order.In particular, the customer is obliged to ensure the receipt of the operator's electronic mail (e-mail) if the spam filter is set correctly.

7.Messages sent by e-mail from the operator to the e-mail address according to Art. 2.6 is valid as delivered to the customer at the time of their dispatch.The operator is only liable for transmission errors in the event of errors on his part.

8.Based on the concluded contract, the operator is obliged to provide and assign the customer a parking space on the basis of a properly performed online check-in (<https://checkin.smileparking.cz/cs/>), on the basis of which the customer will be assigned a code to store vehicle keys in the safety box. If the customer does not store the vehicle keys in the safety box in accordance with the instructions provided in the online check-in, the SmileParking service will not be provided. In this case, the customer acknowledges that he is parking in the parking lot of the Europort car park with its fees for the provision of parking services.The operator may, in the event of failure to deposit the keys in the sense of this provision, impose a contractual penalty on the customer in the amount of 500 CZK.

9.The operator is obliged to store the vehicle for the customer for the parking time and after the parking time and / or before the expiration of this time, but on the basis of a duly paid parking price and any costs incurred and not included in the price, and to allow the customer to leave the parking lot. The customer undertakes to pay the price of parking for the entire period of placing the vehicle in the operator's parking lot.

10.The customer acknowledges that the operator is entitled to take photos of the customer's vehicle for the purposes of providing and implementing the SmileParking service, both after arrival at the parking lot and handing over the vehicle to the operator and before handing it back to the customer (for possible complaints).

11.The customer is obliged to reimburse the operator for the costs incurred by the custody of the delayed pick up of the vehicle as a result of breach of customer obligations under the contract, these GTC or other general legislation that sets out the obligations of owners, operators or any holder of the motor vehicle.

12.The customer is obliged to follow the operating rules of the Europort car park.

### 3. Change of contract

1.If the customer finds out after sending the order that the order contains incorrectly filled in data, he is obliged to immediately notify the operator by e-mail and inform him about the correct data.

2.After sending the operator's confirmation of acceptance of the customer's proposal by e-mail, the **change of incorrectly entered parking time will not** be ensured by the parking service operator if the change is announced by the customer less than 24 hours before the start of the agreed parking time.In such a case, it is agreed that the contract is terminated on the date of delivery of such a request to the operator, who shall immediately notify the customer.The provisions of these GTC for the cancellation of the contract shall apply to the settlement of the rights and obligations of the contract thus canceled.This does not affect the customer's right to place a new order.

3. The proposal to change the contract is made via the online interface <https://www.smileparking.cz/cs/club> or electronically to the e-mail address [info@smileparking.cz](mailto:info@smileparking.cz). **Remember to always state the contract number.** For the change of the contract, the operator is entitled to an overhead fee of CZK 200 (in words: two hundred Czech crowns) including VAT. The difference in the prices of the service is accounted for when the vehicle is taken over by the operator for the purpose of its transport to the car park or by bank transfer to the bank account of the operator No. 2106041336/2700.

#### 4. Termination of the contract

##### the right to withdraw from the contract

1. Within 14 days from the day following the day of concluding the contract, i.e. from receiving the operator's confirmation of consent to your order, you have the right to withdraw from the contract without giving a reason. You may not withdraw from the contract if the services were performed before the expiry of the withdrawal period. This withdrawal from the concluded contract is no longer possible less than 24 hours before the start of the agreed parking time.

2. For the purposes of exercising the right to withdraw from the contract, you must inform Smile Parking s.r.o., IN: 09051368, with registered office address: U Spejcharu 504, 252 67 Tuchoměřice, entered in the Commercial Register kept by the Municipal Court in Prague, file number C 329883, in the form of a unilateral legal action (for example, by a letter sent through a postal service provider or to an electronic address: [info@smileparking.cz](mailto:info@smileparking.cz)). You can also fill in and send the withdrawal form or any other unambiguous statement electronically on our website [www.smileparking.cz](http://www.smileparking.cz). If you use this option, we will send you a confirmation of receipt of this notice of withdrawal from the contract within 24 hours of receipt of this notice.

1. In order to comply with the deadline for withdrawal from this contract, it is sufficient to send the withdrawal before the expiration of the relevant period.

##### Consequences of withdrawal from the contract

2. Due to the fact that the provision of services began during the period for withdrawal from the contract, because from the moment of confirmation of consent to your order, the place is already reserved and not offered to others, you will pay us the amount of CZK 200 (in words: two hundred Czech crowns) including VAT, if the withdrawal from the contract is sent earlier than 6 hours before the start of the parking time according to your order. This amount will be set off against the right to a refund of paid parking and extra services, if these are paid at that time. To refund the remaining payment, we will use the same means of payment you used to make the initial transaction, unless you have explicitly stated otherwise. If the withdrawal is sent later than 6 hours before the start of the parking period, you are obliged (required) to pay us the amount of the price of parking, including the price of extra services that were charged to you.

#### 5. Prices

1. The price is determined on the basis of the current Price List, which is published at <https://www.smileparking.cz/>. The price is paid in **advance at the latest before the expiration of the agreed parking time (of the Smile parking service), ie before the customer leaves the parking lot of the Europort building at the Airport, all through a payment gateway operated by GOPAY s.r.o., IN: 26046768 (hereinafter "GOPAY payment gateway")**. The customer who has chosen the method of paying the price in full by payment card through the GOPAY payment gateway, will receive a confirmation immediately after the payment of the price is confirmed by GOPAY s.r.o.

##### Promo code

2. In the event that the customer, after filling in the order form, applies a valid Promo code in the online booking form, the price will be determined according to the current

price list of the operator valid for the given Promo code.

## 6. Extra Services

- 1.The operator offers additional services to the Smile Parking service, namely car washing, cleaning of the vehicle interior, wet cleaning of the vehicle seats and disinfecting the vehicle with ozone, which can be ordered at the same time as the Smile Parking service (hereinafter " *extra services* ").
- 2.When purchasing *extra services* , the customer agrees that the vehicle will be moved to the extent necessary for the implementation of the ordered services.
- 3.The price of extra services is stated in the Price List and is paid together with the price for parking services in advance via the GOPAY payment gateway no later than before the expiry of the agreed Smile Parking service and the customer's departure from the operator's car park (from the Europort building at the Airport) .
- 4.A customer who orders and pays for *extra services* from the operator agrees to hand over the vehicle to the operator for the purpose of providing the extra service.
- 5.The customer acknowledges that he must arrive at the car park well in advance so that parking and online check-in do not jeopardize the proper handover of the vehicle.
- 6.If the customer has not made a complaint about the services according to Art. 10., by leaving the car park he confirms that he is satisfied with the extra service performed and does not find any damage and / or other defects on the vehicle.

## 7. Personal data

- 1.The customer acknowledges that the operator, as the data controller, processes his personal data to the extent of: name, surname, date of birth, address, e-mail and vehicle registration number.
- 2.The operator processes the above customer data for the purposes of fulfilling the contract. The legal basis for the processing of personal data for this purpose is the performance of the contract. In this case, the provision of personal data is a necessary precondition for the conclusion and performance of the contract and does not require the customer's consent to the processing of personal data. If the customer does not provide personal data, it is not possible to conclude a contract with him. Personal data for this purpose will be kept for up to 3 years from termination of the contract, respectively for a period prescribed by law.
- 3.If the customer subscribes to the SMILE PARKING CLUB loyalty program, the operator may also process the above customer data for purposes within the loyalty program (especially maintaining the customer's loyalty program account, recording the services provided, providing loyalty program benefits). The legal basis for the processing of personal data for this purpose is the performance of the contract, respectively conditions of participation in the loyalty program. In this case, the provision of personal data is a necessary prerequisite for participation in the loyalty program and does not require the customer's consent to the processing of personal data. If the customer does not provide personal data, he cannot participate in the loyalty program. Personal data for this purpose will be stored until the end of the customer's membership in the loyalty program.
- 1.If the customer clicks on " *Yes, I agree to receive business messages by e-mail.*" "Placed on the website of the operator [www.smileparking.cz](http://www.smileparking.cz) at the conclusion of the contract (or these GTC), the customer thus expresses its consent to the processing of the above personal data (especially e-mail addresses) for marketing purposes, for the purpose of optimizing the offer and sending commercial messages of the operator or other / third parties via e-mail or other electronic contact provided by the customer. The legal basis for the processing of personal data for these purposes is the customer's consent. In this case, the provision of personal data is voluntary and the customer may revoke his consent at any time by a written communication sent to [info@smileparking.cz](mailto:info@smileparking.cz) or to the address of the operator's registered office.

4. Personal data may be transferred for processing for the above purposes to persons who are part of the operator's business group, its business partners, intermediaries, and in particular to persons arranging the distribution of business messages or conducting marketing research.

5. As a data subject, the customer may exercise the following rights against the operator: the right to request access to personal data and information on their processing, the right to correct or delete personal data, the right to restrict data processing, the right to data portability, the right to object to data processing. Furthermore, the customer has the right to file a complaint against the processing of personal data with the supervisory authority (Office for Personal Data Protection of the Czech Republic, with its registered office at Pplk. Sochora 27, 170 00 Prague 7).

6. The operator can also process personal data of customers through cookies. By using the website [www.smileparking.cz](http://www.smileparking.cz), the customer agrees to the use of cookies by the operator in accordance with applicable legislation. The customer may refuse the use of cookies by the operator, in which case, however, some functions will be limited.

7. If you have any questions regarding the processing of personal data, you can contact the operator via e-mail at [info@smileparking.cz](mailto:info@smileparking.cz).

## **8. Online Check-in, conditions for the implementation of the SmileParking service, online check-out**

1. Upon entering the car park, the customer will take a parking ticket on the basis of which he will be allowed to enter the car park. Subsequently, the customer will perform the online check-in (<https://checkin.smileparking.cz/cs/>) in accordance with the instructions sent in accordance with Article 2.2. of these GTC and park the vehicle at the place specified by the operator.

2. In the event that the customer parks in a different parking space than the one designated for this purpose by the operator (or chosen by the customer) in the online check-in application, the operator has the right to apply an overhead fee of CZK 200 to the customer (in words: two hundred Czech crowns) including VAT.

3. The customer is obliged to hand over the vehicle to the operator clean in the sense of normal operation of the vehicle.

4. When picking up the vehicle, the customer performs an online check-out (<https://checkout.smileparking.cz/cs/>) and is subsequently entitled to leave the car park in accordance with Article 8.3. of these GTC.

1. When leaving the car park, the customer proves himself again with a parking ticket, which he will find in the safety deposit box at the operator's office after a properly performed online check-out (<https://checkout.smileparking.cz/cs/>). After its verification by a reading device or an employee of the operator and payment of the parking fee, the customer is allowed to leave the parking lot.

2. In the event that the customer leaves the vehicle in the parking lot for longer than the parking time specified in the contract, he is obliged to pay the difference between the price paid and the final bill by bank transfer to the operator's bank account No. 2106041336/2700, unless the operator and the customer agree otherwise.

3. If the customer with the parking ticket leaves the car park with the vehicle before the parking time expires, the parking ticket expires. In this case, the customer will not be allowed to return to the car park using the existing parking ticket, regardless of the fact that the parking time specified in the contract has not yet expired. The customer is not entitled to a bill for overpayment of unused SmileParking services.

4. If the parking ticket is lost, stolen or damaged, the customer will be charged a flat fee of CZK 500 (in words: five hundred Czech crowns) including VAT for verifying the customer's identity and the scope of SmileParking services ordered and paid for (or extra services). The customer is obliged to immediately report any loss, theft or damage to the parking ticket to the operator.

## **9. damage caused to the vehicle and conditions of use**

- 1.The operator is liable to the customer for clearly proven damage to the vehicle, including its accessories located in the operator's parking lot to the extent and under the conditions defined in the contract and these GTC.
- 2.The customer is obliged to inspect the vehicle for signs of damage before leaving the car park. He is obliged to report the loss, destruction or damage of the vehicle immediately, before leaving the parking lot, all in accordance with the instructions defined in the online check-out (<https://checkout.smileparking.cz/cs/>).
- 3.The customer must not leave things in the vehicle that are not related to the operation of the vehicle.
- 4.The operator's liability does not apply to damage caused to items in the vehicle occasionally stored, such as e.g. clothes, a musical instrument, a mobile phone, a laptop, cash, valuables, etc. These are things that are not related to the operation of the vehicle. The operator reserves the right not to take over the car in the event that the customer leaves the item in the car even after being notified. If the above items still remain in the vehicle, the operator assumes no liability for them.
- 5.The customer acknowledges that the vehicle must be provided with a valid motorway sign (valid in the Czech Republic), must have a proper and valid state technical inspection of the vehicle, green card (the customer has taken out liability insurance for damage caused by vehicle operation and paid premiums), small technical certificate and the vehicle's windscreen must be intact. In the event that the vehicle does not have all the above, the customer is liable for all damages that arise in connection with it, both to the operator and to third parties or public authorities. In addition, the operator is entitled to impose a contractual penalty on the customer in the amount of CZK 1,000 for any such non-compliance with the condition of the customer's vehicle.
- 6.The operator is not liable for damage to the vehicle if the vehicle is presented by the customer to implement the SmileParking service, heavily polluted. In this case, the operator is not able to properly check the condition of the vehicle upon handover.
- 7.The customer acknowledges that the operator is not responsible for operational abrasions on the vehicle. For the purposes of these GTC, minor abrasion of the paintwork or other minor irregularities on the vehicle (whether from stones, mechanical damage caused by washing the vehicle, etc.) to the extent of three centimeters in length is considered operational abrasions.
- 8.The operator pays for the damage by restoring it to its previous state; if this is not possible or if the injured party requests it, the damage is paid in cash. The damage is reimbursed primarily to the owner of the vehicle registered in the vehicle's technical certificate, or operator at the direction of the owner. Compensation for damages cannot be claimed by a person whose vehicle is placed in the car park illegally, ie without a valid ticket or after the expiration of the parking time, or whose vehicle is placed in the car park for another purpose.

## **10. Complaint**

- 1.The customer will claim defects in the services performed when taking over the vehicle (during the online check-out on the website <https://checkout.smileparking.cz/cs/>), when he is obliged to inspect the vehicle and report any defects that the vehicle did not show when handed over to the operator (before leaving the parking lot via the online check-out application (<https://checkout.smileparking.cz/cs/>), otherwise it is considered that the vehicle was without defects when returning it. In case of questions, the customer can call the infoline +420 220 571 752.
- 2.When making a complaint, the customer is obliged to state contact personal data, the reason for the complaint, when the defect was found, what the customer is demanding by the complaint.
- 3.A written record (complaint protocol) will be made of the complaint, which will

then be sent to the customer electronically with information on when the customer exercised the right, what the content of the complaint is and what method of handling the complaint the customer requires; and further confirmation of the date and manner of handling the complaint, including confirmation of the removal of the defective condition and its duration, or a written justification for rejecting the complaint.

4.The operator decides on the complaint within three working days, in complex cases within 5 working days. This period does not include time adequate for a professional assessment of the defect. The justified complaint, including the elimination of the defect, will be settled without undue delay, no later than 30 days from the date of the complaint, unless they agree on a longer period.

## 11. Final provisions

1.The operator is entitled to relocate a parked motor vehicle at its own expense to another parking space within the car park and the Smile Parking service without the customer's consent for operational extraordinary reasons. The operator is responsible for any damage that may occur as a result of such relocation.

2.The operator reserves the right to reject the order and accept payment of the price if the capacity of the parking lot is full for the required date.

3.If in cases of unexpected failure of the electronic system, other technical defects on the part of the operator or the situation due to exceptional circumstances, the parking lot is not available to the customer within 30 minutes from the beginning of the reserved parking time, the customer has the right to demand a refund. At the same time, the customer has the right to create a new order free of charge for the longest within the scope of the original order. The same claims will arise for the customer if he is not allocated a parking space within 30 minutes from the beginning of the Parking Time due to an administrative error on the part of the operator.

4.For operational reasons (full capacity of the Car Park, etc.), the Operator is entitled to unilaterally change the car park to another car park where the operator fulfills the obligation to provide the customer with parking for his motor vehicle, while the customer is obliged to respect the operating rules of such other car park. In this case, the customer acknowledges and agrees that fuel consumption and mileage may be higher than when parking the customer's vehicle at the primary secure parking lot in Tuchoměřice.

5.The customer is obliged to notify without undue delay the change of his registered office / residence address and other identification data; the consequences of non-compliance with this obligation shall be borne by him.

6.Complaints about the services provided can be sent to the address of the operator's registered office or to the e-mail [info@smileparking.cz](mailto:info@smileparking.cz). The operator will handle the complaint no later than 15 days from the date of its delivery, unless they agree on a longer period.

7.An integral part of these terms and conditions is the operating rules of the Europort car park , which regulate the rights and obligations related to the operation of the car park.

8.The GTC take effect on \_\_\_\_\_.

**Smile Parking s.r.o.**