

GENERAL TERMS AND CONDITIONS

Premium Infinity s.r.o.

1. BASIC PROVISIONS

- 1.1. The terms contained in these General terms and conditions (hereinafter "GTC") beginning with capital letters are as defined in these GTC, unless stated otherwise.
- 1.2. Company Premium Infinity s.r.o., ID: 24701114, VAT: CZ24701114 based Pod Harfou 938/48, zip code 190 00 (hereinafter „Entrepreneur“) provides the service Smile Parking, which consists in offering parking of motor vehicles in the parking lot located on the premises of the village Tuchoměřice (hereinafter "Parking lot") with provided transportation of customers and their luggage from the Parking lot to the departure hall of Terminal 1 and 2 Václav Havel Airport Prague and back (hereinafter "Parking services"). The Parking lot is secured.
- 1.3. Contracts between the Entrepreneur and users of the Parking services (hereinafter "Customers" or individually as "Customer") which are concluded through the Entrepreneur's website (www.smileparking.cz) are concluded exclusively under these GTC (hereinafter "Contract"), which form an integral part of the Contract. The Entrepreneur does not accept the conditions of the Customer which contradict or differ from the GTC, unless it is explicitly before entering into a contract with the Customer in writing. Such conditions then only apply for the contract which they were negotiated for. When using the Parking lot beyond the GTC also apply the Operating rules and the services of the Parking lot Smile Parking, issued by the Entrepreneur and published on the website of the Entrepreneur (www.smileparking.cz).
- 1.4. "Parking Check" is a unique document sent by the Entrepreneur to the Customer's e-mail address in confirmation of the Customer's order, containing a unique barcode, enabling the Customer to one entrance to the Parking lot and one exit from it. The Parking check will serve the Customer as proof of entitlement to Parking services provided by the Entrepreneur. The Customer is obliged to print out the Parking check with the barcode on a blank sheet of an achromatic A4 paper and store it in a way that avoids wrinkling or damage. The Parking check contains following information:
 - 1.4.1. "Parking period" – meaning time counted in days during which the Customer has a reserved parking space in the Parking lot. Day means a consecutive 24 hours.
 - 1.4.2. "Validity of the Parking Check" – meaning the period in which it is possible to apply the Parking period. This period begins one day before the beginning of the Parking period. The validity ends on the last day of the Parking period. The Validity of the Parking check ends in case the Customer does not enter the Parking lot until one day after the date of arrival as stated on the Parking check.
- 1.5. "Parking check with payment in cash on the spot" – meaning a substantively identical document as the Parking check, except it does not have the nature of confirmation of the order and does not serve as proof of entitlement to Parking services of the Entrepreneur. Conditions of the article 8 in the GTC apply to providing Parking services when using the Parking check with payment in cash on the spot.

2. EMERGENCE OF THE CONTRACTUAL RELATIONSHIP

- 2.1. Order of the Parking services is realized by the Customer through the website of the Entrepreneur (www.smileparking.cz). On this website every Customer fills out an online order form and sends it together with their identification data for processing to the Entrepreneur. When filling out the order form the Customer selects a date of arrival and departure which represents the Parking period in whole days. The date of arrival can be selected by the Customer soonest as the day of carrying out the order. The Customer may only apply the Parking period once, continuously from the entrance to the Parking lot. The

Customer may apply the Parking period throughout the entire duration of validity of the Parking check.

- 2.2. When realizing the order the Customer is obliged to fill out his address for electronic mail (e-mail address), which must be provided with technical functionality from the time of realizing of the order until the contract is completed. In particular, the Customer is obliged to ensure a correctly set spam filter for receiving electronic mail (e-mail) from the Entrepreneur.
 - 2.3. Messages sent from the Entrepreneur via e-mail to the e-mail address referred to in article 2.2. apply as delivered from the moment of their sending. The Entrepreneur is only responsible for transmission errors if the fault is on his side. The Customer is entitled to provide proof of undelivered messages if the error did not occur on his side.
 - 2.4. A part of the ordering form is an application for making payment of the Parking services. This price includes the cost of Parking services based on the data entered by the Customer in accordance with article 2.1. (hereinafter "Cost"). If the Customer after filling out the order form enters a valid Promo code into the given box, the Cost will be determined according to the current pricelist of the Entrepreneur for the applied Promo code. The Customer makes the payment of the Cost via credit card through a gateway operated by GoPay Ltd., or in cash before leaving the Parking lot.
 - 2.5. Customer who has selected the method of payment via credit card through a gateway operated by GoPay Ltd., will receive a confirmation of order immediately after the payment of the full Cost has been confirmed to the Entrepreneur by the operator of the financial services.
 - 2.6. By submitting his order the Customer presents an offer to conclude a Contract. In case of payment of the Cost via credit card, a legally binding contract between the Entrepreneur and the Customer is concluded in the moment when the Customer receives a confirmation of his order. Based on such concluded contract the Customer is entitled to receive a parking space in the Parking lot. The Contract may only be concluded in the Czech language.
 - 2.7. If the Customer after submitting the order finds out that the order contains incorrectly filled personal information, the Customer is obliged to immediately notify the Entrepreneur via e-mail. In this notification he shall specify which data in the order are filled incorrectly along with the correct wording.
 - 2.8. If the Customer after submitting the order finds out that the order contains incorrectly filled information regarding the beginning and length of the Parking period, he can inform the Entrepreneur via e-mail. The Entrepreneur will not change the incorrect reservation if the request to change this reservation is received later than 24 hours before the beginning of the Parking period.
 - 2.9. The Entrepreneur is obliged to assign a parking space to a Customer who presents a valid Parking check.
 - 2.10. The Parking check is portable. A person who has not concluded the Contract and to whom the valid Parking check has been passed on to, is bound by the same rights and obligations as the Customer.
3. INFORMATION ABOUT CUSTOMER DATA
- 3.1. Personal information (name, surname, or name of company, address, e-mail address and telephone number of the Customer, hereinafter collectively as "Information") provided to the Entrepreneur by the Customer in accordance with article 2.1. of these GTC for the order of Parking services will be used exclusively for the filling and execution of the contract between the Entrepreneur and the Customer. The Entrepreneur is entitled to use this Information to inform the Customers about new products and other news regarding offers, unless the Customer rejects such receiving.

- 3.2. By providing his personal data which is filled out in an order form along with the order of Parking services, the Customer voluntarily grants consent to processing and storage of their personal data by the Entrepreneur in accordance with the Act number 101/2000 Coll., on protection of personal data and the change of certain laws, as amended.
- 3.3. If the customer finds out that the processing of his Information is carried out in violation of protection of his private or personal life or in conflict with the Law on the protection of personal data, especially if the Information are inaccurate for the purpose of processing, the Customer is entitled to request an explanation from the Entrepreneur along with the remedy of such created state. The Information may be primarily blocked, modified, amended or deleted. If the requirement of the Customer is justified, the Entrepreneur will immediately correct the problem. If the Entrepreneur does not grant such Customer's request, the Customer is entitled to contact the Office for Personal Data Protection. Regardless of the procedure stated above, the Customer is entitled to contact the Office for Personal Data Protection directly.

4. CANCELLATION OF ORDER

- 4.1. The Customer is entitled to cancel his order latest 6 hours before the beginning of the parking. In the case of a prepaid amount the Customer will be refunded a part of the paid Cost of parking after the deduction of a flat fee of 200 Kč to cover the administrative cost of the Entrepreneur for processing and cancellation of the Customer's order, as well as costs related to the payment. In case the prepaid Cost is lower than 200 Kč, the cancellation fee will be maximum up to the Cost of the parking. This amount will be refunded to the bank account specified by the Customer.
- 4.2. The Customer is entitled to change his order latest 6 hours before the beginning of the parking. In case the changed order has an overall lower price than the original and it has already been prepaid by the Customer, the Customer will be refunded the difference lowered by an administrative fee of 200 Kč. The amount will be refunded to the Customer upon departure in cash.
- 4.3. In case of a Change of order when the final price is higher than the original, the Customer will pay the difference on the spot upon departure.
- 4.4. The request for cancellation or change of order will be carried out by the Customer himself through the online interface Smile Parking Club, or sent together with the number of his order, which was assigned to him in the confirmation of the order according to article 2.5. of the GTC, electronically to the e-mail address stated on the website www.smileparking.cz.
- 4.5. A request for cancellation of an already prepaid order received later than 6 hours before the beginning of the Validity of the Parking check will be rejected. The prepaid Cost in such case belongs fully to the Entrepreneur.

5. USAGE OF PARKING CHECK

- 5.1. When entering the Parking lot the Customer proves himself through a valid Parking check with a printed barcode. Based on verification of this barcode through a code reader or the Entrepreneur's personnel, the Customer will be allowed to enter the Parking lot. In case of reasonable doubts of the Entrepreneur about the validity or authenticity of the Parking check the Customer will not be allowed to enter the Parking lot.
- 5.2. When leaving the Parking lot the Customer again proves himself through the Parking check. After the verification through the code reader or the Entrepreneur's personnel, the Customer will be allowed to leave the Parking lot if he has already paid the Cost of parking.
- 5.3. In case the Customer leaves the car in the Parking lot for a longer period than the Parking period specified in order of the Parking services and which corresponds to the paid Cost, the

Customer will pay the difference between the prepaid Cost and the final bill in cash on the spot.

5.4. If the Customer to whom has been, in accordance with article 2.5. of the GTC, sent a Parking check, leaves the Parking lot with his vehicle before the expiry of the Parking period for which he has reserved the Parking services, the Customer will receive a final bill for the Parking services and the Parking check will cease further validity. In such case the Customer will not be allowed to return to the Parking lot using the existing Parking check, regardless the not yet expired Parking period specified in the order.

5.5. Under the terms of article 5.4. of the GTC the Customer is not entitled to refund of unused Parking services.

5.6. In case of loss, theft or damage of the Parking check the Customer will be charged a fee by the Entrepreneur beyond the provided services at a flat rate of 500 Kč for verifying the Customer's identity and the extent of their ordered and paid Parking services. The Customer is obliged to immediately inform the Entrepreneur about any loss, theft or damage of the Parking check.

6. COMPLAINTS

6.1. All complaints are governed in accordance with §13 of Act nr. 634/1992, Coll. Furthermore they are governed by the Complaints rules which are an attachment to the Operating rules of the Parking lot.

7. CONDITIONS OF BUYING EXTRA SERVICES

7.1. All Extra services are governed by the Operating rules of the Parking lot which are published on the website of the Entrepreneur www.smileparking.cz.

8. OTHER PROVISIONS

8.1. The Entrepreneur reserves the right to refuse an order of Parking services and accepting a payment of Cost in case the capacity of the Parking lot is fully utilized for the desired dates.

8.2. If, in case of an unexpected failure of the electronic system, other technical fault on the side of the Entrepreneur or in a situation caused by exceptional circumstances, the Customer will not be given a parking space at the Parking lot within 30 minutes since the beginning of the reserved Parking period, the Customer is entitled to demand refund of the paid Cost. At the same time the Customer is entitled to a cost free creation of a new reservation longest in a range of the original order. The Customer will be entitled to the same claims in a situation when he will not be given a parking space at the Parking lot within 30 minutes since the beginning of the reserved Parking period due to an administrative error on the side of the Entrepreneur. The Customer claims a refund of the paid Cost immediately after not being given a parking space within the above stated time limit from the Entrepreneur and the paid Cost will be fully refunded to him in cash. The Customer may request creation of a new order from the Entrepreneur via e-mail within 30 days of not being given a reserved parking space. In this request he will state his personal data, number of the original order and the chosen parking lot, the beginning and length of the parking period of the new order.

8.3. The Entrepreneur is entitled to unilaterally change the Parking lot to a different parking lot for operational reasons (full utilization of capacity etc.) on which the Entrepreneur will fulfil his commitment to provide the Customer with a parking space for his motor vehicle. In this case the Customer will be obliged to respect the Operating rules of such other parking lot.

9. CONDITIONS OF CONTRACTUAL RELATIONSHIP IN CASE OF USAGE OF PARKING CHECK WITH PAYMENT IN CASH ON THE SPOT

9.1. Notwithstanding the provision of Parking services in case of usage of the Parking check the Customer's order is confirmed at the moment when the Customer enters the Parking lot based on attaching a Parking check with payment in cash on the spot to the parking tickets

machine situated at the front gate and the barrier is put into operation. At this moment the Contract is concluded, which is legally binding for the Entrepreneur and the Customer unless the capacity of the Parking lot is fully utilized. If the capacity of the Parking lot is fully utilized the Customer is obliged to leave its premises within 30 minutes from entering. In case this time limit is exceeded the Customer is obliged to pay the Cost of parking for one day.

9.2. The Payment of the cost of Parking services is to be made before leaving the Parking lot based on payment in cash at the cash desk.

9.3. The provisions of Sec. 2.4., 2.5., 2.6., 2.7. and 2.10. Article 2. of the GTC, Article 4. of the GTC and Sec. 8.2. Article 8 of the GTC will not apply to providing Parking services. Other provisions will apply according to their nature either entirely or adequately.

10. FINAL PROVISIONS

10.1. These GTC, as amended are published on the website of the Entrepreneur www.smileparking.cz.

10.2. These GTC are valid from 1.06.2013 and the Entrepreneur reserves the right to change these without notice. The change becomes effective when published on the website of the Entrepreneur www.smileparking.cz.