

Commercial terms of browsing, installing, and using the web site www.parkdots.com, web and mobile applications ParkDots

Article I Introductory provisions

1. These Commercial terms of browsing, installing, and using the web site www.parkdots.com, web and mobile applications ParkDots (hereinafter referred to as “Terms”) regulate the rights and obligations of the Operator and the User when using ParkDots.
2. The web site www.parkdots.com, mobile and web applications ParkDots are in this document individually referred to as “Web site” and “Applications” and jointly referred to as “ParkDots”.
3. The Operator of ParkDots is PosAm, spol. s.r.o., with registered office at Bajkalská 28, 821 09 Bratislava, ID No.: 31 365 078, Registered in Business Register of District Court Bratislava I., Section Sro, File No.: 6342/B (hereinafter referred to as the “Operator”).
4. A user is every person that browses, uses, or installs (hereinafter only “uses”) ParkDots (hereinafter referred to as the “User”).
5. Mobile applications are available for Apple iOS and Google Android platforms.
6. Web applications are available via the web site <https://map.parkdots.com>.

Article II How does ParkDots work

1. ParkDots is a smart system offering the following services:
 - I. it enables the User to identify a free parking space or parking lot,
 - II. it navigates the User to a free parking space or parking lot,
 - III. it enables the User, by connecting to the system of TATRA BANKA, a.s., to register his/her payment card at TATRA BANKA, a.s. and acquire connection to a payment gate of TATRA BANKA, a.s., which is used to pay the parking fee.
 - IV. The ParkDotsGo function enables the User to make automatic and unattended payments for parking. By activating the ParkDotsGo function the User agrees that the Application may deduct a parking fee from the User’s account/payment card automatically and without any action by the User.
2. Individual features may be activated gradually, and the Operator reserves the right to change, expand, narrow, or otherwise modify functionalities of ParkDots.
3. ParkDots acquires the information necessary for its operation from its own information system, from ParkDots partners, or from publicly available sources.
4. Some of the functionalities of ParkDots are tied to information, websites, applications, services provided by third parties (e.g. providers of navigation systems or applications, operators of parking

lots or other parking systems, etc.).

5. A detailed description of functionality of ParkDots, a description of the services provided by the Provider through ParkDots, as well as the ParkDots installation instructions, hardware and software requirements for the user's mobile devices, instructions for registration and use of ParkDots are included in a separate document called ParkDots User's Guide, which is available at the Website.

Article III

Login, registration, payment card registration

1. ParkDots can be used:
 - I. without registration (registration is not required);
 - II. with registration;
 - III. with payment card registration or without payment card registration.
2. The User carries out the registration by providing an e-mail address to the Provider, selecting and saving a password through a registration form. The email address and password will be used by the User when logging in to ParkDots.
3. After registering to ParkDots a user account is created for the User. ParkDots allows a logged-in User to save additional information, such as a phone number, into the user profile and also save the parking history according to the ParkDots User's Guide.
4. The card holder carries out one-time registration of his/her payment card through the ParkDots system easily and securely using a payment service of TATRA BANKA, a.s. All the sensitive card information is secured during transfer and subsequently securely stored in the information system of TATRA BANKA, a.s. The Operator does not store or process sensitive card data in any way. For a user registered in the ParkDots application, the card can be registered in the bank's system after a successful transaction, while an alias / token of the card is generated. The bank exchanges it with the Operator and both parties will keep it. All transactions of a registered card are initiated through the token.
5. For credit card registration purposes, the User will provide payment card information, i.e. the payment card number, expiration date, and CVV code.
6. The User acknowledges that depending on whether the User is registered or not, whether the User has a payment card registered or not, the Operator provides a different range and level of ParkDots services. The range and level of service depending on the above mentioned facts of the provided services are defined in the ParkDots User's Guide.
7. The Operator is entitled to not register the User or a payment card if the Operator has doubts in regard to completeness, correctness, truthfulness, and/or timeliness of the data in the registration form.
8. The Operator is entitled to cancel the User's registration, or to prevent the User from using ParkDots in any other way, if:
 - I. the User violates provisions of these Terms, provisions of generally binding legal regulations or if there is a reasonable concern that the User will do so;
 - II. the User abuses ParkDots, or if there is a risk of this occurring;
 - III. if a public authority obliges the Provider to do so.
9. In the event of cancellation of registration, the User expressly agrees that the assessment of reasons for cancellation of registration or for preventing the access to ParkDots is solely at the discretion of the Operator.

10. The User is entitled to cancel his/her own registration at any time, upon asking the Operator in writing.
11. The User acknowledges that after the cancellation of registration the ParkDots services connected to registration (conditioned by registration) will no longer be provided to the User.

Article IV Copyright

1. The Website and Applications (text, image, audio and other content, as well as all principles of functioning of ParkDots) have the nature of copyrighted works protected by Act No. 185/2015 Coll. the Copyright Act, as amended by later regulations.
2. The Operator has exclusive copyrights to ParkDots, in particular the right to use it.
3. If ParkDots uses content originating from third-party sources, such content is freely available, or such content is protected by copyright of third parties, and these parties have granted the Operator consent to use it.
4. The Operator grants the User the right to use ParkDots and its content, including the use of the parts that are protected by copyright, only in the manner and in the extent under these Terms and ParkDots User's Guide.
5. In particular, the User is not authorized to copy, change, modify, distribute freely or for payment, replicate or otherwise use ParkDots in any manner whatsoever other than permitted by these Terms or the ParkDots User's Guide, including reverse engineering.
6. If ParkDots will allow the User to add any content to the Applications or the Website, the User undertakes to always act to ensure that the content added by the User will be in compliance with the law and other generally binding legal regulations in order to not infringe the rights of third parties and be consistent with good manners. The Operator has the right to restrict the User in adding content to ParkDots or to remove content added by the User at its own discretion.

Article V Obligations of the User

1. The User is entitled to use ParkDots exclusively in accordance with these Terms, ParkDots User's Guide, in accordance with generally binding legal regulations, instructions of the Operator, in accordance with good manners and rules of ethics and good behaviour. The User undertakes to not abuse ParkDots.
2. The User is in particular obliged to comply with all road traffic rules as well as the rules and guidelines set by the operators of the individual parking lots. The User may not use ParkDots in a manner that is in conflict with the traffic regulations or rules and guidelines established by operators of the individual parking lots or by parking service providers.
3. When using ParkDots the User is obliged to act in a manner considering the protection of his/her own or other property, health, and life.
4. The user is obliged to consider the safety and be considerate when using ParkDots, to prevent any traffic collisions or conflicting situations.
5. Special terms of use of the ParkDotsGo function:
 1. during entry into the parking place a virtual parking ticket is created and unequivocally assigned to the User. The User will not receive any printed parking ticket or token;

2. the virtual ticket registered by the parking place operator and by the ParkDots system will enable the User to leave the parking place;
3. exit from the parking place is conditioned by the permanent functioning of the ParkDotsGo regime before entering the parking place and whilst parked (the User cannot switch off the regime) and by meeting all regime requirements;
4. if it is not possible to leave the parking place as a result of a failure to meet the conditions as referred to in 5.3 above or for other reasons, the User is obliged to contact the parking place attendants and to pay the parking fee in order to be able to leave the parking place;
5. the User shall have the possibility to view the virtual parking ticket in the ParkDots application under the following conditions:
 - I. during entry into the parking place and during the use of the ParkDots application the User's smartphone shall have permission to track the User's position and shall have Internet connection available. The User's smartphone shall report the User's position sufficiently close to the parking place where the ParkDots service is used;
 - II. the ParkDotsGo regime needs to be switched on before entering the parking place.

Article VI Disclaimer of the Operator

1. The Operator undertakes to make maximum effort to ensure the functionality of ParkDots. However, the Operator notifies the User, who acknowledges it, that the functionality of ParkDots depends on multiple factors (the User's internet access, technical capabilities of his/her mobile devices and their software, information from third parties, including parking lot operators, and so on), which may individually or jointly restrict the User's ability to use ParkDots. For this reason, the Operator does not hold any liability for failures or limitations of functionality of ParkDots.
2. The Operator declares that the information provided by ParkDots is provided not only from the Operator's own sources but also from publicly available sources or from sources of parking lot operators and other third parties, and the Operator does not verify and cannot verify the accuracy, truthfulness, and timeliness of all information. For this reason, the Operator is not liable for any potential incorrect, out-dated, or inaccurate information in ParkDots provided by third persons.
3. The Provider has no obligation towards the User to secure parking for him/her at a specific parking space or to enable him/her to pay a parking fee. The Provider is not liable for the fact that the parking operator does not allow the User to park at a specific parking space. The Provider is also not liable for whether the payment of the parking fee was carried out or not.
4. For the avoidance of doubt, the Operator in connection with the use of ParkDots is particularly (but not exclusively) not liable for:
 - o any damage to the health of road users or other persons,
 - o any damage to the property of the User, road users, parking operators, or other persons,
 - o any sanctions imposed on the User or any person related to a violation of road traffic rules, rules determined by parking lot operators, and so on,
 - o any claims made by parking lot operators against the User.
5. The User is obliged to protect and secure his/her access data required to log in to ParkDots, and is required to protect them from loss, unauthorized disclosure to third parties, or abuse by third parties. The Operator is not liable for any damages or other harm related to loss, disclosure to third parties, or abuse of access data by a third party.

6. The Operator notifies the user that ParkDots, or other websites or applications to which ParkDots refers, can require from the User to disclose his/her location, or location of his/her mobile device with ParkDots installed. The Operator is not liable for any damage, harm or claims of the User that arise in connection with the disclosure of his/her location.
7. The Operator is not liable for any damages or other harm, which may arise to the User in connection with the use of web sites or applications to which ParkDots refers, or to which the User was redirected when using ParkDots. The Operator explicitly notifies the User that, if the User will be referred to or redirected to another website or application when using ParkDots, there is no direct legal relationship between the Operator and the User when using this other website or application; on the contrary, the User, by using this other website or application, enters a legal relationship with the operator of this website or application and must conform to the rules of its use.
8. The Provider is not obliged to compensate the User for any costs incurred in connection with the use of ParkDots.

Article VII Complaints

1. The User is entitled to file a complaint at the Operator. The content of a complaint are objections to defects of the provided ParkDots services or to the fact that the ParkDots services were not provided to the User. A defect of provided ParkDots services is considered to be a deviation from the description of functionality according to the ParkDots User's Guide.
2. The User is obliged to exercise the right to complaint without undue delay, no later than in 15 (fifteen) days from the moment he/she has learned of the facts justifying his/her objection. The User is entitled to reject an objection that is filed late.
3. The User is obliged to file a complaint using a form available at the website. The complaint must have all the requirements according to the form.
4. The Operator will confirm the filing of a complaint to the User.
5. The Operator is obliged to investigate a properly filed complaint and inform the User of the outcome of the investigation within 3 work days from receipt of the complaint, unless the Operator prolongs this deadline in more complex cases, and the prolonged deadline may not exceed 30 (thirty) days from receipt of the complaint.
6. The Operator will reject the complaint if it's unjustified, of which it will notify the User.
7. If the Operator acknowledges the complaint, it will carry out corrective actions, of which it will notify the User as well. The corrective actions must be carried out by the Operator no later than within 30 (thirty) days from receipt of the complaint.

Article VIII Protection of personal data

1. In this Article of the Commercial terms we inform the User on which personal data we need and for what purpose we need them in order to activate ParkDots services, how do we further process the data, and how we protect them. In some formulations we reference the provisions of Regulation 2016/679 of the European Parliament and Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data (hereinafter referred to as the

Regulation) and/or Act No. 18/2018 Coll. on the Protection of Personal Data (hereinafter referred to as "the Act").

2. Extent of personal data:

ParkDots services require personal data of the User for their activation in the extent provided in the registration form and in the user profile: e-mail address; password; phone number; name and surname; vehicle registration number; masked payment card number, i.e. the first four and the last four digits and location data of the user, or his/her mobile or other device, on which the web application or the installed ParkDots mobile application is launched, if necessary for the requested functionality of ParkDots. The User declares that the personal data provided in the specified extent are accurate and truthful. The User is responsible for providing accurate and timely personal data.

3. Purpose of processing:

The Operator acquires, records, stores, searches, archives and processes personal data of the User for the purpose of

- a) carrying out the payment for parking of the User's motor vehicle at the reserved parking space,
- b) registering the User's authorization for parking his/her motor vehicle at the designated location,
- c) issuing a tax document,
- d) other actions related to the ParkDots services including potential complaints,
- e) marketing needs of the Operator for the purpose of offering new services or expanding the existing ones.

4. Legal basis of processing for purposes (a) to (d)

Under the valid legislation, the processing of the personal data is necessary for the performance of a contract (points (a) to (d) of this paragraph), to which data subject is a party, or for the implementation of pre-contractual arrangements at the request of the User pursuant to Article 6 (1) (b) of the Regulation

5. Legal basis of processing for purpose (e)

Legal basis for direct marketing is a legitimate interest of the Operator pursuant to the Article 6 (1) (f) of the Regulation.

The legitimate interest is the interest of the Operator to provide current information on new service options of the ParkDots application.

6. The right to object to the processing of personal data:

In the processing of the User's personal data we always respect and observe the rights of the User in relation to the processing of his/her personal data. The User has the right to object to the processing of personal data.

7. Retention time of personal data:

The User's personal data will be processed and retained throughout the entire time of validity and effectiveness of the contractual relationship between the Provider and the User and for the following 3 years after the termination of the contractual relationship.

8. Processors, Recipients, third parties and transfers to third countries:

The Operator does not provide personal data of the User to any Processors. The Operator provides personal data of the User to the municipal police force as the Recipient in the parking location to inform about the payment of the required parking fee in the given location and in the given time and to confirm the legitimacy of parking in accordance with valid local regulations.

9. The Operator does not transfer personal data to third countries.

No automated individual decision making or profiling is applied in the processing of personal data of the User.

Information system operator:

Information system operator is PosAm, spol. s r. o., with registered office at Bajkalská 28, 821 09 Bratislava, ID No.: 31 365 078, registered in the Business Register of District Court Bratislava I., Section: Sro, File No.: 6342/B.

10. **Responsible person:**

DPO, PosAm spol. s r.o., Bajkalská 28, 821 09 Bratislava, contact: 02/49239 111; servicedesk@posam.sk

11. **Instruction on the rights of data subject (User):**

- a) Data subject has the right, upon written request, to require the operator to confirm,
 - i. whether his/her personal data are being processed;
 - ii. in a generally understandable form, accurate information about the source from which it obtained his/her personal data for the processing,
 - iii. in a generally understandable form, a list of his/her personal data being processed, including the purpose of the processing, the categories of personal data processed, the recipients, the processors, the retention period, the right to rectification, erasure or limitation of the processing, the right to object to the processing of personal data, the right to file a motion for procedure under Section 100 of the Act, on the source of personal data,

The data subject also has the right:

- b) to rectification of inaccurate, incomplete, or out-dated personal data that are being processed,
- c) to erasure of personal data, in particular the data the purpose of processing of which has ended; if the objects of processing are official documents containing personal data, he/she can request their return;
- d) to object on the basis of a written request at the Operator to the processing of personal data, which are or will be processed for purposes of direct marketing
- e) to restrict the processing of personal data
- f) to data portability
- g) to file a complaint with a supervisory authority
- h) to initiate procedure on the protection of personal data pursuant to Section 100 of the Act

12. **Obligations of the Operator**

The Operator is in particular obliged to:

- a) Process personal data only to the extent necessary to achieve the purpose of the processing,
- b) Protect personal data from damage, destruction, loss, unauthorized modification, unauthorized access, provision or disclosure to a third party,
- c) The Operator and its employees are obliged to maintain the confidentiality of the User's personal data. They are obliged to maintain the confidentiality even after the termination of the contractual relationship with the User. The Operator has instructed its employees about the personal data protection obligations.
- d) Ensure the security of processing of personal data
- e) report any breach of personal data protection to the Office for Personal Data Protection and to data subjects, if necessary;
- f) carry out, where necessary, an impact assessment on the protection of personal data concerning the impact of processing on the protection of personal data;
- g) consult with the Office for Personal Data Protection of the Slovak Republic prior to performing any processing if the impact assessment on the protection of personal data suggests that the processing would lead to a high risk if the User had not taken measures to mitigate this risk.

Article IX

Special provisions

1. These provisions contain specific provisions on consumer protection.
2. If the User is a consumer, he/she has the right to contact the Operator with a request for rectification, if he/she is not satisfied with the manner in which the Operator handled his/her complaint, or if he/she believes that the Operator has breached his/her rights. The operator proceeds according to Art. VII of the Terms as appropriate. The User has the right to file a motion for commencing an alternative dispute resolution pursuant to a special regulation.
3. The User can file a complaint through the ODR alternative dispute resolution platform, which is available at http://ec.europa.eu/consumers/odr/index_en.htm.
4. The authority responsible for supervising the protection of consumers' rights is the SLOVAK TRADE INSPECTION (Prievozská ulica 32, BRATISLAVA).

Article X

Changing the Terms and the ParkDots User's Guide

1. The Operator is entitled to change the contents of the Terms and the ParkDots User's Guide at any time. The Operator has the right to change, add, or remove any functionality of ParkDots at its own discretion.
2. The Operator provides information on the changes to the Terms and the ParkDots User's Guide on the Website and by publishing the full text of the Terms on the Website 15 days prior to the change being effective. If the User does not agree to the change of the Terms, he/she is entitled to cancel his/her registration in the time until the change of Terms becomes effective. Otherwise, the Terms will become binding for the User when the change becomes effective.
3. After the change of the Terms, the Operator will ask the User to agree with the new version of the Terms at the time of the first use of ParkDots. If the User does not agree with the change of the Terms, he/she may not use ParkDots and the Operator cancels his/her registration without delay.

Article XI

Final provisions

1. These Terms and legal relationships between the Operator and the User are governed by generally binding legal regulations of the Slovak Republic. Any disputes are handled by the courts of the Slovak Republic, unless provided otherwise.
2. These Terms are valid and are effective from 28 August 2019.