

**REGULATIONS FOR USING THE PARKING IN THE ADGAR PARK WEST COMPLEX**  
**LOCATED IN WARSAW AT AL. JEROZOLIMSKIE 181**

These regulations (hereinafter: "the Regulations") regulate the rules of using parking spaces outside and inside the buildings of the Adgar Park West complex.

**Definitions:**

**Parking** - ground-level and underground parking with parking spaces under the Adgar Park West buildings.

**Access Card** - contactless card assigned to the User, providing access to the Garage, programmed on the basis of a separate contract.

**"ADGAR"** - Owner of the Adgar Park West complex represented by the complex manager.

**Ticket Office** - cash registers for payment of fees, it is located in the Adgar Park West complex.

**Administrator** – Adgar BCIII Sp. z o.o. (limited liability company) Sp. komandytowa (limited partnership), Al. Jerozolimskie 181B, 02-222 Warsaw

**RODO** – GDPR (General Data Protection Regulation)) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individual persons' data with regard to the processing of personal data and on the free movement of such data and repealing the Directive 95/46 / EC.

**I. GENERAL PROVISIONS**

1. By driving a vehicle to the Parking area, the driver and any other user of the vehicle (including the passenger) agrees to comply with the provisions of these Regulations defining the rules of using the Parking. Using the Parking means the movement of the vehicle, stop or parking the vehicle on its premises.
2. The user of the Parking is obliged to comply with all instructions of the security services, Adgar security personnel and management employees (below "the Personnel").
3. Traffic in the Parking area is carried out according to the instructions of ADGAR employees or Personnel, and the installed road signs. There are appropriately applied the provisions of the Act of 20 June 1997. Traffic law (the Journal of Laws No. 98, section 602 as amended)
4. An user of the Parking agrees for the ADGAR charging a fee (one-time entry "the Ticket") for the use of the Parking, according to the price list constituting Annex No. 1 to these Regulations ("the Price List"), unless, he/she uses the Parking on the basis of a separate Agreement concluded with ADGAR. or a subscription purchased at the ticket office.
5. The driver of the vehicle which is moving within the Adgar Park West area should have the required permissions, rights, meeting the requirements set by law.

**II. ORGANIZATION OF THE PARKING**

1. The Parking run by ADGAR is a supervised Parking lot, unguarded, in which the parking spaces are available on the basis of a purchase of a Ticket, rental agreement or written reservations based on separate arrangements with ADGAR.
2. Parking Users are entitled to use the Parking infrastructure to park their vehicle, access to the parked vehicle in order to leave the parking. In order to ensure safety, pedestrian traffic is prohibited in the ramps area.
3. There is a possibility to use the driving routes by cyclists only in order to reach the cycling center on level -1 B. A cyclist is obliged to drive the bike on the entry and exit ramp (not ride a bicycle).
4. It is forbidden to leave bicycles in places not intended for this purpose.

5. The motorcycles parking is free only in a special zone at the back of the external parking lot, located at the A building along Nowoberestecka street.
6. Motorcycles are not allowed to enter the garage.

### **III. TERMS OF RENTING A PARKING PLACE**

1. The condition for using the parking space is:
  - a) Purchase of a parking space under a rental agreement,
  - b) Purchase of a private subscription,
  - c) On the basis of a ticket purchased in the hourly system
2. The Access Card or Ticket entitles to use the parking space on the Parking,
3. The parking is available to Users 24/7 a week. Time of using the Parking for holders of the Access Cards is also specified by the provisions of separate agreements or reservations.
4. The Access Card holder, who exceeds the parking time for which the type of card entitles, is obliged to make an additional payment in the amount specified in the Price List or in a separate agreement.
5. A private person, who has purchased a subscription, is obliged to park the vehicle in the designated area. Its map is presented at the end of the regulations.

### **IV. FEES AND PARKING TIME**

1. The taken Ticket entitles to stay in the parking lot for 15 minutes without a necessity to pay.
2. The parking fee is calculated in accordance with the Price List and paid in the marked Ticket Desk or under the terms set in the contract,
3. The driver of the vehicle may leave the parking only after paying for parking at the Ticket Office.
4. The Ticket or the Access Card entitles to park only in designated places.
5. After paying the Ticket, the driver of the vehicle has 15 minutes to leave the parking without additional charges. In the event of exceeding this time, the parking fee is charged according to the Price List, counting the fee for each started hour after the indicated-above period.
6. In a case of difficulties with exiting (problem with a card, with a payment) the User should immediately contact the security post via the intercom (handset button in the parking column of in the Ticket Office). and then go to the security office at the reception desk of A building.
7. In the event of failure of the Ticket Office, the payment takes place in the next, the nearest Ticket Office, In the event of failure of all Ticket Offices, the payment is made at the security post in A building
8. The fee for a lost ticket equals the fee for the actual staying in the parking plus an administrative fee in the amount of 50 Polish zloty gross, which is carried out at the security post in A building Leaving the Parking without a paid Ticket (eg. by following another vehicle) will be treated as an offense or extortion and will be reported to the police.
9. In a case of emergency and the need to unblock an exit, it is necessary to report it to the reception of building A in order to write a protocol on a manual opening of the barrier. For this purpose, it is necessary to identify the User.
10. For the Users of Access Cards, an exit after the expiration of the subscription validity will be possible only after reporting the fact to the Personnel and payment for exceeding the card's time limit according to the Price List.
11. ADGAR considers the person who is submitting the Access Card or the Ticket to be authorized to drive a given vehicle
12. The User wishing to receive an invoice reports it at the reception desk in the building A, leaving the data necessary for issuing an invoice. The invoice will be issued within 7 days and delivered to the User in a determined manner.

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## VI. RESPONSIBILITY

1. The driver of the vehicle is responsible for any damage caused on the Parking lot. The damage also covers damages and/or contamination of the Parking. The User is obliged to immediately inform the ADGAR employee or the Personnel about the event and to submit a written statement, no later than before leaving the Parking.
2. ADGAR is not liable for damages, destruction, damage and loss of the vehicle, its equipment and the property left in it by the user of the Parking.
3. ADGAR is not responsible for any items left in the Parking and In the case of leaving them, ADGAR may order their removal at the expense of their owner.
4. ADGAR is liable for damages caused by the Personnel. The User is obliged to immediately inform the Personnel about the damage, no later than before leaving the Parking.
5. All damages incurred on the premises of the Parking are eliminated under the obligatory third-party liability insurance of the perpetrator of the damage. ADGAR is not required to examine and investigate, who is the perpetrator of the damage. In justified cases, ADGAR may demand the presentation of a document authorizing to drive a vehicle.

## VII. USER'S OBLIGATIONS

1. The fee for a lost, destroyed or not returned Access Card after its expiration of the contract, will be calculated in accordance with the Price List. The User is obliged to notify ADGAR in writing about the loss of the Access Card, this notification should be delivered to the reception desk in the building A new Access Card will be issued after payment for it in accordance with the price listThe user is obliged to secure the vehicle against unauthorized persons. It is forbidden to activate audible signals in alarms, which are triggered in other circumstances than an attempt to break into the vehicle. Violation of the above prohibition, when it causes noise, results in the obligation to pay the fee specified in the Price List. Leaving the activated acoustic signal may also result in claims of persons and institutions, who have suffered damage because of this situation.
2. It is recommended not to leave any valuable items in the vehicle. ADGAR is not liable for stolen items and damage caused by theft.
3. The responsibility of the Parking user for damages caused by him/her is regulated by appropriate civil law provisions.

## VIII. CONDITIONS FOR THE USE OF THE PARKING

1. Vehicles may only be parked at the designated parking spaces except for reserved places, which are properly graphically marked.
  2. If the User fails to comply with the above obligation, ADGAR is entitled to tow away the vehicle at the expense of its User or to charge an additional fee in accordance with the applicable Price List
  3. If more than one parking space is occupied, even if the occupation is only partial. An additional fee will be charged in accordance with the Price List.
4. Rights, referred to in paragraph 1 above, are granted to ADGAR in the situation when the user occupies more than one parking space unless, in the contract for the Parking use, the right to use more than one parking space will be explicitly granted.
5. The User is obliged to respect road signs and other conditions of parking use, is obliged to comply with Personnel instructions. ADGAR is authorized to remove the vehicle in the event of a sudden and justified threat.
6. In special cases, the Personnel may order to tow a vehicle.
7. The Personnel can put on the vehicle a sticker informing about breaking the rules.
8. If the User parks his/her vehicle in such a way that it prevents other users from entry and exit the Parking, ADGAR may impose a financial penalty on the user in accordance with

price list. ADGAR is entitled to tow this vehicle at the User's expense. The collection of the vehicle will be possible after payment of the aforementioned penalty and the cost of the parking place to which this vehicle has been towed.

9. Payments for imposed penalties must be made in cash at the reception desk at the A building.

### IX. SAFETY REGULATIONS

1. The provisions of the Traffic Code apply to the Parking.
2. There is a ban on exceeding the speed of 10 km / h in the area of the Parking,
3. At the parking lot, including parking places, internal roads, access roads, entry and exit ramps,

it is prohibited to:

- a) Smoke and using open fire, Drink alcohol and use intoxicating drugs,
  - b) storage of fuel, flammable substances, and empty fuel containers,
  - c) Refueling vehicles,
  - d) Leaving the car with the engine running,
  - e) Parking vehicles with leaky systems,
  - f) Staying of unauthorized persons,
  - g) Movement of pedestrians on downhill ramps, with the exception of cyclists driving a bicycle
  - h) Driving with two-wheelers on downhill ramps,
  - i) Running across the road.
  - j) Car service, including repairing, washing, vacuuming the car (excluding the car wash), exchange of fluids, refueling or oil filling, tires swap, as well as polluting the Parking;
  - k) The provision of paid services was not agreed with ADGAR.
4. In the underground Garage, it is obligatory to drive with switched on passing lights.

### X. PROTECTION OF PERSONAL DATA

1. The administrator of personal data of the persons who are using the parking is Adgar BCIII Sp. z o.o. (limited company) Sp. komandytowa (limited partnership), Al. Jerozolimskie 181B, 02-222 Warsaw:
2. The administrator may collect, ia. such data as identification data (including a vehicle license plate), and images of persons.
3. Administrator processes personal data of persons who are using the parking lot for the following purposes:
  - a) Conclusion and performance of the contract (article 6 section 1 letter b of the GDPR (General Data Protection Regulation))
  - b) Implementation of legal obligations incumbent on the Administrator in relation to the run business, resulting from legal regulations, including tax obligations, reporting obligations concerning the storage of specific documentation, counteracting abuse (article 6 section 1 letter c of the GDPR)
  - c) implementation of the legitimate interests of the Data Administrator, including: ensuring security, direct marketing of products and services, relationship management, monitoring and improving the quality of services, determining, investigation or defense of claims, counteracting abuse, as well as the implementation of other legitimate administrative purposes of the capital group, to which the Administrator belongs (article 6 section 1 letter f of the GDPR)
4. In connection with the processing of personal data of parking users for the purposes indicated in the point above, the Administrator may share personal data of parking users with the following categories of recipients:
  - a) public authorities and entities performing public tasks or acting on behalf of public authorities, in scope and for purposes, which result from the law, e.g. a tax office, police, courts.
  - b) entities associated with the Administrator, including entities operating within the capital group, to which the Administrator belongs, in the implementation of the legitimate internal administrative purposes of this group;

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- c) entities processing personal data on behalf and at the request of the Company, i.e. IT service providers, management, protection of persons and property, operating the parking video monitoring and vehicle license plate recognition system.
5. The company belongs to the Adgar capital group, which includes the parent company located in Israel, i.e. outside the European Economic Area (EEA). In justified cases, personal data of the persons who are using the parking may be transferred to a third country (i.e. outside the EEA), including to the state, in relation to which the European Commission has not found an adequate level of data protection. The administrator will provide adequate security for data transfer outside the EEA, in particular by using appropriate legal mechanisms (eg. standard contractual clauses, which content has been determined by the European Commission). Persons who are using the parking have the right to obtain a copy of this data from the Administrator and indication where this data is available.
6. Personal data of people using the parking will be stored by the Administrator for the period necessary to achieve the objectives indicated in point 3 of the above. In particular, in the scope of the contract realization, the personal data of people using the parking will be kept for the period of its validity, and after that time for a period and to the extent required by law, or for the period necessary for Administrator to implement justified interests of the data administrator (within the scope defined in point 2 of the above).
7. In connection with the processing by the Administrator of personal data of persons who are using the parking, these people have the following rights:
- a) the right to request access to their personal data, including the right to obtain a copy of this data;
  - b) the right to request of correction of their personal data, when the data is incorrect or incomplete;
  - c) the right to request the deletion of personal data (the so-called "the right to be forgotten") in the cases indicated in the GDPR;
  - d) the right to request a restriction on the processing of personal data;
  - e) the right to object to the processing of personal data;
  - f) the right to transfer personal data;
  - g) in the cases, when the processing of personal data is based on the expressed consent for data processing - the right to withdraw a consent at any time without the effect for the lawfulness of the processing, which was made on the basis of consent before its withdrawal;
  - h) the right to file a complaint to the supervisory body, when this complaint is accepted, that processing by the personal data Administrator violates the provisions of the GDPR.
8. Providing personal data is a condition for the conclusion of the contract and its implementation. It is also necessary for the Administrator to perform his/her obligations under the law, as well as it is necessary to achieve the objectives resulting from the Administrator's legitimate interests indicated in this document, it is also necessary to use the parking.
9. In all matters related to the processing of by the personal data Administrator, including the processing completed in order to take advantage of the rights of people who are using the parking, which are referred above, please contact by correspondence with the Administrator at the address indicated in point 1 above.

## **XI. REQUESTS AND COMPLAINTS**

Complaints and requests related to the use of the Garage should be reported to Adgar BCIII Sp. z o.o. (limited company) Sp. komandytowa (limited partnership), Al. Jerozolimskie 181B, 02-222 Warsaw:

## **XII. EFFECTIVENESS OF THE REGULATIONS**

1. These Regulations are effective from Sunday, July 1, 2018, and may be changed by ADGAR at any time, ADGAR will notify users about it immediately.
2. The extract of the Regulations can be viewed at the entrance to the external parking lot and at the A reception desk of the Adgar Park West complex.

## **XII. FINAL PROVISIONS**

1. The provisions of these Regulations take precedence over any other arrangements and agreements regarding the rules of using the Parking. The above statement does not apply to the principles of payment for the use of parking spaces established in separate agreements.
2. Within the meaning of these Regulations, the User is any person driving the vehicle on the premises of the Parking.