

General Terms and Conditions and House Rules

These General Terms and Conditions and the House Rules for the use of the Parking house Trg republike, Šubičeva ulica 3A, Ljubljana (hereinafter: PH) are defined by the owner and manager of the PH, the company BSL d.o.o. from Ljubljana.

General Terms and Conditions and House Rules apply to all PH users, however BSL d.o.o. reserves the right to change them. The General Terms and Conditions and House Rules are considered valid and binding for users of the PH from the date of their public announcement at the drive-in and the entrance to PH. In doubt, the date of publication shall be deemed to be the same as the date on this document.

The driver, who drove his/her vehicle to the PH area, is considered to have accepted the General Terms and Conditions and House Rules and the valid PH price and thus became its user, and undertook to pay the rental of the parked space according to the valid price list of the company BSL d.o.o. In the case that the driver disagrees with these conditions and does not wish to conclude a rental contract, he/she is obliged to drive his/her vehicle towards exit before entering the PH area. With the passage of the vehicle through the lifting gates a contract for renting a parking space considered to be concluded between the company BSL d.o.o. and user. If the driver operates the vehicle in the name and on behalf of a legal entity that is the owner or user of the vehicle, it is considered that with the passage of the vehicle through the lifting gates a contract for renting a parking space was concluded by the relevant legal entity.

1 Introductory terms and explanations of terms

The PH area is the surface (entry / exit paths for vehicles, marked traffic routes and parking areas), areas of devices and systems (payment machines, security system, parking automation, ventilation, etc.) and other premises (service, auxiliary spaces) can only be used by PH users. The PH area allows its users to use parking spaces, as marked on the ground, where entry into and exit from it is protected by gates.

PH users are all who rent a parking space in the PH: subscribers and daily users, and any other person located in the PH area as their passenger and other persons who are in the PH area without a valid parking permission, and which staying in, as well as any other activity in the PH area, is prohibited. Subscribers are users who conclude with BSL d.o.o. a written contract on at least monthly rental of a parking space in the PH. Daily users are users who conclude a contract on renting a parking space with BSL d.o.o. by implication - by passing the vehicle through the lifting gates into the PH.

PH users must carefully observe horizontal and vertical floor markings when parking the vehicle and park their vehicle exclusively at

the designated parking space, so that the vehicle has all the wheels inside the marked parking space and make sure that it is not hindered by other PH users by parking.

If the user abandons the vehicle (there is no registration number on the vehicle, the tires are empty, the vehicle is unlocked, damaged or unauthorized, or no one cares about it, wrongly parked, etc.) PH has the right to remove the vehicle from the parking house at the expense of the lessee. PH is not responsible for damage that may occur when removing a vehicle from the PH. The vehicle is also deemed to be abandoned, if it is continuously parked for more than seven days in the PH without prior agreement with the PH manager, BSL d.o.o.

Users must follow the road traffic regulations, traffic signalization, internal instructions of the manager and the House Rules, which forms an integral part of these rules.

2 Renting a parking space

The users are obliged to pay for the parking space in the PH – a parking fee. Subscribers agree to the amount and the parking fee by a written contract, daily users owe the parking fee according to the price list for the use of the PH. The valid price list is published at drive-in and entering PH and its drive-out.

The parking time is recorded automatically, both for subscribers and for daily users. When passing the vehicle through the lifting gates in the PH, the date and time of the passage gate are recorded in the information system. In case of daily users, this data is printed on the parking ticket taken over by the user for the purpose of paying the parking fee. The daily user is obliged to store the parking card until he/she exits from the PH. In case of loss of a parking ticket or parking card, PH is entitled to additionally charge the user in accordance with the valid price list. The user is obliged to notify immediately the authorized PH personnel or on the telephone number 01 251 36 00 or by e-mail to pisarna@parkirnahisa.si about any loss of a parking ticket or parking card. The vehicle parked in the PH must enter and exit with the same parking ticket.

In case of daily users, it is considered that the rental of one of the available parking spaces lasts until the parking fee is paid, then the daily user must leave the PH within 15 minutes. The PH keeps a parking space for the user for all that time. If a daily user leaves PH without fulfilling his/her obligation to pay the parking fee according to the price list, this does not mean that the rental period is terminated. The user thereby violates his/her basic contractual obligation. He/she is liable for payment of the parking fee from the moment of entry into the PH (the date and time of the passage of the gate) until his/her

payment, in accordance with these rules, i.e. payment of the parking ticket either on the machine or the cash desk of the PH, whereby the rental relationship ends and the parking space is released for another user. The PH manager will assert criminal responsibility against such offenders and their accomplices. The PH, despite the user's exit without payment, considers a parking space as rented and does not transfer it to another user, and the user is obliged to pay parking fee for the entire rental period of the parking space, i.e. by the time the card is cleared and the payment is made, thus terminating the rental relationship in accordance with the valid price list and the condition that the vehicle leaves the PH within 15 minutes. The PH is not required to check whether the vehicle, for which the rental relationship is not completed in accordance with these General Terms and Conditions and House Rules, actually in the PH. The user who has violated the obligation to pay the parking fee is also obliged to settle all necessary costs of enquiries, reminders and withdrawal from the contract, as well as litigation, enforcement and other necessary costs.

In the event of found violations of these conditions, the PH manager is entitled to physically detain the exit of the parked vehicle (to attach the handcuffs to the vehicle or otherwise disable the exit), until the payment of all costs incurred or payment in the event of misuse of the parking ticket or parking card, to which the user explicitly agrees. Misuse of a parking ticket or parking card means any conduct contrary to these General Terms and Conditions, and in particular the use of the same parking ticket or parking card for the exit of two or more vehicles without payment.

Persons who do not have a valid parking ticket or a parking card (valid license) or are not accompanied by a PH user are prohibited from entering and staying in the PH area. This is also explicitly valid for all entry and exit areas in and out of PH and the area where cash registers, payment machines and parking machines are located. In case of control, persons located in the PH area are obliged to submit a valid parking permission to the employee or the PH security service.

When the user claims the coupon as a payment of the parking fee, he/she is obliged to follow the instructions he/she received from the coupon provider and to redeem the coupon correctly at the machine or at the PH cashier and confirm the parking ticket correctly.

3 Liability for damages

The users and their passengers park in the PH at their own risk.

BSL d.o.o. does not take over any responsibility for the storage of the vehicle during the parking period and is not responsible for any damage to vehicles or in the vehicles occurring during the lease of a parking space in the PH.

The PH is not liable for any damage caused by third parties.

The PH is not responsible for the loss or theft of personal items located in the PH area.

The PH is not responsible for the death or personal injury suffered by the injured party, PH user or his/her attendant.

BSL d.o.o. can be held liable for damage caused to the vehicle during the lease of the parking space in the PH or which occurs to the user and their passengers at the time when it moves in the PH area, only

if the damage is caused by then PH personnel. Liability for damage caused by PH personnel is excluded when the damage is done in an extreme emergency. In these cases, the user and his/her attendants shall be obliged to notify the PH personnel immediately of damage and enable the inspection and securing of evidence before moving the vehicle or otherwise endangering a credible inventory of the circumstances of the alleged damage event. The user and the authorized employee of the PH make the relevant minutes on the damage to the vehicle, which is supposed to be the result of the behaviour of the PH personnel.

A PH user or his/her attendant and other persons who are in the PH area without a valid parking permission is responsible for any direct or indirect damage to people (users) or things in the PH area caused by his/her conduct or conduct by his/her attendants or escorts.

4 Video surveillance

The PH area is protected by video surveillance for the purpose of controlling entry and exit in the PH, the protection of employees whose nature of work is such that there is a possibility of threatening employees by PH users, protection of property of BSL d.o.o., prevent damage and maintain order.

Users and their passengers and other persons who are located in the PH area without a valid parking permission are informed about the implementation of the video surveillance via notices installed in front of the lifting gate for drive-in into the PH, at all pedestrian entrances/exits and in the PH. Notices contain information that the video surveillance is being performed by the BSL d.o.o. and telephone number 01 251 36 00, where the PH users can receive information about where and how long the video recordings are stored.

The surveillance cameras' recordings will be stored and processed by BSL d.o.o. in accordance with applicable legislation and internal regulations, solely for the purpose of ensuring the safety of people, preventing damage and maintaining order.

Users and their passengers and other persons who are located in the PH area without a valid parking permission expressly agree that in the event of violations all the videos are used as evidence against him/her or in the process between the PH and him/her.

5 Processing of personal data

The company BSL d.o.o., Beethovnova ulica 14, 1000 Ljubljana, as a data controller within the meaning of the General Data Protection Regulation (EU Regulation 2016/679) and ZVOP-1, maintains a database of users of PH - tenants of parking places - subscribers. The data collection contains data on the personal name, residence address, vehicle brand, registration number of the vehicle, parking card number, if issued, data on direct debit of the user's account for the purpose of paying the parking fee (bank name, TRR number ...) data on realisation of the contract- parking (date, hour of drive-in and drive-out from the PH, registration number of the car) and data related to obligations arising from the contract (services invoiced, paid invoices, unpaid liabilities, forced recoveries, etc.). All data of the subscriber are collected and processed only for the purpose of

carrying out the contract for parking space renting in the PH. The collection is kept for a maximum of five years period for the purposes of enforcing or defending against various legal claims that might arise from the contractual relationship between the subscriber and the PH.

The company BSL d.o.o. as a result of the plate recognition system also runs a collection of daily PH users, which can also include data that is considered to be personal data according to the prevailing interpretation, when the daily user (physical person) also owns a vehicle for which he/she has rented a parking space in the PH. Data on the date and time of drive-in into and drive-out from the PH and data related to the implementation of the contract (parking fee, payment, unpaid obligations, etc.) are stored in the database. All data on daily users are collected and processed only for the purpose of carrying out a parking rental agreement with the PH. The data is kept in the database for a maximum of one year for the purposes of enforcement or defence against various legal claims that could arise from the contractual relationship between the daily user and the PH.

BSL d.o.o. also maintains a database of damage events reported by users as events for which the PH personnel are responsible. This database contains information on the applicant for the damage (personal name, address, contact details), information on the loss event (record or brief description of the alleged damage event), information on the alleged victim of damage (personal name, job title) and other information, important for the assessment of liability of BSL d.o.o. The data in this database are processed solely for the purpose of assessing the liability of the controller for damages or for claiming or defending the claims of alleged injured parties. They are kept for a maximum of five years period, then they are anonymised and used for analytical and statistical purposes.

BSL d.o.o. does not transfer personal data about users to third countries. All contractual partners - processors of personal data who, in addition to employees, process personal data, are established in the territory of the European Union. Personal data of users or visitors of the PH are not processed for direct marketing purposes and are not forwarded to third parties, by the company BSL d.o.o., unless there is an obligation to comply with legal requirements or the user or visitor has given the consent.

Requests for the realisation of rights regarding the protection of personal data can be addressed by the users to the data controller in writing - by post (to the address: BSL d.o.o., Beethovnova ulica 14, 1000 Ljubljana) or by e-mail to pisarna@parkirnahisa.si.

Users can obtain more information about the processing of personal data in BSL d.o.o. at the headquarters of BSL d.o.o.

6 Obligations of users, their passengers and other persons who are in the PH area without a valid parking permission

Users, their passengers and other persons who are in the PH area without a valid parking permission, are obligated to:

- comply with road traffic regulations - traffic signalization in the PH (floor markings, traffic signs, lighting and acoustic signalisation);
- always pay for the rental of a parking space;

- turn off the vehicle as soon as it is parked in a dedicated place and ensure that the vehicle does not move during parking;
- When driving with a vehicle in the PH area, have the daytime running lights on;
- after paying the parking fee at the cashier / payment machine, leave the PH area within 15 minutes at the latest, except in the case of extraordinary events that justify a longer stay in the PH (increased traffic jams, system failures, etc.);
- before entering in the PH remove snow from the vehicle and ensure that the vehicle has anti-freezing agent in the system in the winter months;
- Ensure that oil or other harmful liquids do not leak out of the vehicle;
- Immediately inform the PH employees on the event of an irregularity, the observed damage and other violations of these General Terms and Conditions and the House Rules.

7 Prohibited conduct by users, their passengers and other persons who are in the PH area without a valid parking permission

Users, their passengers and other persons who are in the PH area without a valid parking permission may not:

- Enter PH with a vehicle that is higher than 2 meters or more than 2 meters in length;
- drive faster than 5 km/h;
- park in a parking place where there is a barrier, or a red light burns above it;
- park vehicles in a way that prevents normal entry / exit from the vehicle to other users, and in such a way that hinders vehicles on the runway;
- record or take pictures in the PH area;
- enter the vehicle with a trailer, unless the prior consent of the PH is given for such entry;
- enter the PH with a bike with an engine or bicycle;
- enter the vehicle using gas (LPG) for fuel;
- cause damage to equipment, appliances or vehicles in the PH;
- enter the PH without a valid subscription card or parking card for the daily parking, which records the entry / duration / exit of the vehicle from the PH and is intended for the calculation of the parking fee;
- leave personal items, repair vehicles, changing /discharging oil or other liquids out of the vehicle;
- dispose of or store objects, materials, substances and municipal waste;
- enter weapons, pyrotechnic or explosive devices and other means that could be dangerous to human health or could cause damage to property;
- smoke, sit, sleep, drink alcohol, beg, ask for money, enter the PH area if it is under the influence of alcohol or illicit psychoactive substances;
- install advertisements and other notices if there is no prior authorization of the PH;
- stop vehicles on driving, entry, exit and intermediate paths, overtake other vehicles, turn vehicles or drive reverse;
- remove or move the equipment or devices of the PH (warning signs, traffic signalization, parking and safety automation, fire extinguishers);
- leave the vehicle without paying the parking fee and terminating the rental agreement.

8 Control over the implementation of the General Terms and Conditions and the House Rules

The control over compliance with the General Terms and Conditions and the House Rules is carried out by the PH personnel, and if necessary, by the PH security service, and the company BSL d.o.o.

In case of violation of the provisions of points 6 and 7 of these General Terms and Conditions and House Rules, the authorized PH personnel, or the security service of the PH, may carry out the following measures against the infringer; issue a warning, prohibit entry to the PH area, remove person from the PH area and use other necessary measures that can be performed by an authorized security service in accordance with legal authorizations.

9 Final provisions

With the acceptance of this General Terms and Conditions and House Rules, the previous General Terms and Conditions and House Rules cease to apply.

This accepted General Terms and Conditions and House Rules of August 25th 2022 are published on August 25th 2022 and enter into force on August 26th 2022.

Ljubljana, August 25th 2022

BSL d.o.o.