

TRANSPARKING TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. Application – mobile TransParking application,
- 1.2. Supplier – Logintrans sp. z o.o. with registered office in Wysoka, ul Chabrowa 4, 52-200 Wrocław 65, entered into the register of entrepreneurs, kept by the National Court Register under number 0000162430, NIP: 894 27 64 658, REGON: 932920615,
- 1.3. User – a natural person who downloaded and installed the Application, Bans for Trucks application or use Web Page
- 1.4. Web Page – a web page which is available at <https://transparking.eu>, which include services provided by the Supplier. Services provided by the Supplier have similar functionalities to the Application except p. 3.1. d-g, h. The provisions of these Terms and Conditions which apply to the Application also apply accordingly to the Web Page

2. CONDITIONS FOR USE

- 2.1. For using the Application, the following is needed:
 - a) downloading the Application from Google Play (Google account required),
 - b) installation of the Application on a mobile device that meets the requirements described in p. 2.2,
 - c) creation of an account in the Application or entering the logging data used in Bans for Trucks application.
- 2.2. A mobile device meeting technical requirements indicated at <https://play.google.com/store/apps/details?id=eu.transparking> is required for proper operation of the Application.
- 2.3. The data presented in the Application has been delivered by the Supplier and other Users.
- 2.4. Personal data of the User will be used for logging into the Application and Bans for Trucks application.
- 2.5. Use of the Application is free of charge.
- 2.6. The Application may be used by the Users who:
 - a. registered their accounts in the Application or in Bans for Trucks application (hereinafter: Registered),
 - b. use the Application without registration (e.g. by logging with Facebook)
- 2.7. By using the Application with a given system, the authenticated User may also use Bans for trucks application (www.bansfortrucks.eu).
- 2.8. For using the Web Page, the following is needed:
 - a. device connected to the Internet,
 - b. using recommended web browser: Chrome (v. 5.0 or later), Opera (v. 3.7 or later), Firefox (v. 4.7 or later)

3. FUNCTIONALITIES

- 3.1. The Supplier enables either within the Application or the Web Page:
 - a. to find the nearest parking lots,
 - b. to find parking lots along the planned route,
 - c. to check facilities and safety measures present at parking lots,
 - d. to create a list of the favourite parking lots,
 - e. to add new parking lots, edition of parking lot data,
 - f. to send information about incorrect parking lot location,
 - g. to rate and comment parking lots,
 - h. to send a text message via Web Page with coordinates of a given parking lot, with a link transferring to the site from which the Application may be downloaded

(<https://play.google.com/store/apps/details?id=eu.transparking>), or a link by which a given parking lot in TransParking application may be located, or a link to other applications owned by the Supplier.

- i. to search for the nearest petrol stations and restaurants near the given parking lot,
 - j. to search for the nearest petrol stations and restaurants near the given parking lot along the planned route,
 - k. to add new petrol stations or restaurants near the given parking lot, to edit data regarding petrol stations or restaurants near the given parking lot.
- 3.2. The Users without an account registered in the Application or in Bans for Trucks application may use them to a limited scope.
 - 3.3. Data regarding the parking lots are presented on maps from external suppliers.
 - 3.4. Each User adding information using available functionalities is obliged to provide the information in good will and in accordance with the actual state as at the moment of introducing it into the Application.
 - 3.5 Changing functionality by introducing new ones does not change these Terms and Conditions

4. COPYRIGHTS AND LICENSE

- 4.1. Economic copyrights to the Application and the ownership rights to the database created with the Application are entitled to the Supplier.
- 4.2. The Supplier grants the User the free of charge, unlimited in time and non-exclusive license for use of the Application in the following operation areas:
 - a) use of the Application within all its functionalities,
 - b) temporary reproduction; recording on mobile devices,
 - c) displaying and introduction of information in accordance with available functionalities.
- 4.3. On the basis of the license the User is not authorised to:
 - a) grant sublicenses,
 - b) receive information about the internal structure and rules of operation of the Application,
 - c) change the arrangement, translate, adapt or perform any changes in the Application;
 - d) breach the Supplier's right in terms of data base protection.

5. PERSONAL DATA

- 5.1. The administrator of all the personal data processed in the Application is the Supplier – Logintrans sp. z o.o. with registered office in Wysoka, ul Chabrowa 4, 52-200 Wrocław 65, entered into the register of entrepreneurs, kept by the National Court Register under number 0000162430, NIP: 894 27 64 658, REGON: 932920615
- 5.2. The Supplier provides to all the Users the exercise of rights resulting from the Act of 29 August 1997 on Personal Data Protection (Dz. U. no. 133, item 883), in particular the right to access the data, to demand its updates and removal, as well as the right to object in cases described in the Act's provisions.
- 5.3. As part of the Application personal data from the User's account are processed, including geolocation data.
- 5.4. The basis for processing the data voluntarily provided in the registration form and during the logging-in is:
 - a) within the scope necessary for provision of the service – registration/logging-in of the User to the Application or Bans for trucks application the Administrator of whose is the same Administrator as in art. 5 p. 5.1, as well as the User's consent.
 - b) within the remaining scope – the User's consent.
- 5.5. The data is stored and processed by the Supplier in accordance with the Privacy Policy available at: <http://www.trans.eu/pl/polityka-prywatnosci>.

6. SUPPLIER'S RESPONSIBILITY

- 6.1. The Supplier will perform a current supervision over technical operation of the Application, ensuring its proper operation. The Supplier does not guarantee however constant availability of all functionalities of the Application, as well as their flawless operation.
- 6.2. The User uses the Application voluntarily, on own responsibility, and the Supplier is not responsible for, among others:
 - a) damages, lost profits as a result of breaching third persons' rights by the Users,
 - b) damages, lost profits as a result of interruptions in the availability of all or some functionalities of the Application;
 - c) services, application and web platforms provided by third parties
 - d) correctness, accuracy or compatibility with the actual state of the data mentioned in art. 2 p. 2.3 of the Terms and Conditions.
- 6.3. The Supplier is not responsible for restrictions or technical problems in ICT systems used by Users' mobile devices, and which prevent or restrict the Users from using the Application and the services offered within it.

7. TERMINATION OF USE OF THE APPLICATION

- 7.1. The Users may at any time stop using the Application, in particular when they do not accept the changes introduced in these Terms and Conditions or the Application's modifications. Termination of use of the Application requires deleting it from the mobile device.
- 7.2. In case the User performs activities forbidden by law or the Terms and Conditions, or breaching the rules of social interaction, or affecting Supplier's justified interest, in particular their good reputation, the Supplier may undertake all legally permitted activities, including restriction of use by the User of the Application and the services provided within it.
- 7.3. The Supplier reserves the right to suspend at any time and for any reason the Application's operation, as well as to change, withdraw or add new services provided within it.

8. FINAL PROVISIONS

- 8.1. Downloading and installation of the Application constitutes approval for these Terms and Conditions.
 - 8.1.1. Use of the Web Page constitutes approval for these Terms and Conditions.
- 8.2. The Terms and Conditions are applicable in the content published at www.transparking.eu.
- 8.3. Changes in the Terms and Conditions come into force as at the date of their publishing on the page indicated in p. 8.2.
- 8.4. Complaints should be sent solely via e-mail to: info@transparking.eu. Complaints are examined within 14 working days.
- 8.5. In all matters not regulated in the Terms and Condition relevant regulations of the Polish law are applicable, in particular the Civil Code, the Act of 18 July 2002 on Electronic Services.