

# Legal Notice

## GENERAL INFORMATION AND ACCEPTANCE

This Legal Notice governs the use of the website [www.sabaparking.com](http://www.sabaparking.com), (hereinafter, the "Website") by users who access or use it (hereinafter, the "User" or "Users").

The Website is owned by **SABA PARKING CZ a.s.**, (hereinafter, "SABA"), with ID No. 261 98 631, and registered office at Washingtonova 17/1599, Postal Code 110 00 Prague 1, Czech Republic, and listed in the Commercial Register Kept by the Municipal Court in Prague Section B, Insert 6720.

You can contact SABA by calling +421/2/381-048-19, or emailing [info.cz@sabagroup.com](mailto:info.cz@sabagroup.com).

Access to the Website by Users implies their acceptance of this Legal Notice. Users who disagree with all or part of this Legal Notice must refrain from accessing or using the Website. Please read this Legal Notice carefully.

## MODIFICATION OF THE LEGAL NOTICE

SABA reserves the right to modify or update this Legal Notice at any time. Users must therefore read it carefully every time they intend to access or use the Website, as it may have been subject to unannounced modifications that took effect on the date indicated therein.

## TERMS OF USE OF THE WEBSITE

Use of the Website is entirely voluntary and is the responsibility of the User. Users may access the Website solely through the means or procedures that have been made available for this purpose or are commonly used for that purpose, provided that they do not involve any breach of intellectual or industrial property rights or any type of damage to the Website.

Users are required to use the Website in a diligent, legal, correct and lawful manner, and, above all, undertake to refrain from the following acts (this list is not exhaustive but is intended merely by way of example):

- a) Using the Website in such a way that they produce or may produce results or purposes contrary to the law, morality, generally accepted principles of good conduct or public order;
- b) Transmitting or disseminating information, data, content, messages, graphics, drawings, sound and image files, photographs, recordings, software, and, in general, any obscene, offensive or vulgar material, and material that induces criminal, degrading, defamatory, slanderous or violent actions or actions that are generally contrary to the law, morality, generally accepted principles of good conduct or public order;
- c) Reproducing, copying or distributing content, permitting public access to said content by any means of public communication, and transforming or modifying said content, unless prior authorisation has been obtained from the owner of the corresponding rights or it is legally permitted.
- d) Infringing the intellectual or industrial property rights of SABA or third parties;
- e) Using the Website in a way that may cause damage to or overload the functioning thereof;

- f) Carrying out transactions that are fraudulent or that may facilitate illegal or fraudulent behaviour of any kind;
- g) Using the content, services and, in particular, information of any kind obtained through the Website for any type of advertising, especially for sending publicity, communications for direct sales or any other commercial purposes, individualised unsolicited messages or messages directed at a group of people, and commercialising or disclosing said information in any manner.

Users shall be liable for damages of any nature that SABA might suffer, directly or indirectly, as a consequence of noncompliance with any of the obligations arising from this Legal Notice or the law, in relation to the use of the Website.

#### **LEGAL DISCLAIMER**

SABA reserves the right to interrupt access to the Website at any time and without prior notice, whether on technical grounds or for reasons relating to security, control, maintenance, power failures or any other cause.

Consequently, SABA cannot guarantee the reliability, availability or continuity of the Website; therefore, Users' use thereof is carried out on their own account and at their own risk, and SABA shall not, under any circumstances, be held accountable for the discontinuity or lack of availability.

SABA shall not be liable in the event of Website interruptions, delays, errors, malfunctions and, in general, other inconveniences arising from situations that are beyond the control of SABA, that are due to fraudulent or culpable acts on the part of the User or that are caused by force majeure. In any case, whatever the cause, SABA shall not assume any responsibility for direct or indirect damages, consequential damage or loss of earnings.

SABA accepts no liability for damages of any nature arising from a lack of truthfulness, accuracy, completeness or current relevance of content that is transmitted, disseminated, stored, made available, received or obtained, or that is accessed through the Website, or for content provided or offered by third parties or entities. SABA shall endeavour, wherever possible, to update and rectify information that does not comply with basic standards of truthfulness. Nevertheless, it shall be exempt from liability for its failure to update or rectify the Website and any content or information provided therein.

SABA accepts no liability for damages of any nature arising from the presence of viruses or other harmful elements in the content that might alter computer systems or the documents and systems stored therein.

SABA shall not be held liable for any content, whatever it relates to, sent by the User to SABA by any means, and any responsibility arising from any content sent by the User shall therefore be incumbent on the User.

SABA shall not be liable for Users' use of the Website, when said use may imply an infringement of any type of national or international rule, intellectual or industrial property rights or any other third-party rights. Similarly, it shall not be held liable for any security errors that may occur due to the use of out-of-date versions of operating systems or browsers or for the consequences that may arise from the malfunctioning of the system, whether due to an incorrect configuration, the presence of computer viruses or any other cause unrelated to SABA.

SABA does not make any type of guarantee and, therefore, is fully exempt from any liability arising from the foregoing points and from any other aspects that may not be addressed in this document.

## **LINKS TO THIRD PARTIES (OUTGOING LINKS)**

The Website may provide links to other content or include directories or content search tools that allow Users to access internet websites (hereinafter, "Linked Sites"). In such cases, SABA shall be responsible for the content and services provided in Linked Sites only to the extent that it has actual knowledge of their unlawful nature or that they may damage the goods or rights of third parties and it has not deactivated the link with due diligence.

In the event that a User considers a Linked Site to have illicit or inappropriate content, he or she may inform SABA at the contact address indicated in the first section of this Legal Notice.

Under no circumstances does this communication imply an obligation to withdraw the corresponding link or assume actual knowledge of the activities or content indicated by the reporting party.

Under no circumstances does the existence of Linked Sites presuppose the existence of agreements with the managers or owners thereof, or SABA's identification with or recommendation or promotion of the statements, content or services provided.

SABA is unaware of the content and services on Linked Sites and is therefore not liable for damages caused by the illegality, quality, outdatedness, unavailability, erroneous nature or unavailability of the content or services on Linked Sites or any other damage that is not directly attributable to SABA.

## **INCOMING LINKS**

Third parties are not authorised to include links at their own websites to the Website without the express consent of SABA.

In the event that a third party is authorised to use the link, said use shall be exercised in compliance with the restrictions and purposes stipulated in said authorisation.

SABA may request, at any time and without the need to provide reasons for said request, that any link to the Website be removed, after which the owner of the linking website must immediately proceed to remove said link.

## **INTELLECTUAL AND INDUSTRIAL PROPERTY**

All content on the Website (which is understood to include, but is not restricted to: texts, photographs, graphics, images, icons, technology, software, links, domains, trademarks and other audiovisual and sound content, together with its graphic design and source codes) is the exclusive property of SABA or third parties, and is subject to intellectual and industrial property rights protected by national and international legislation.

The use of any of the elements protected by industrial and intellectual property rights for any purpose, especially commercial, as well as their distribution, public disclosure, modification, alteration, transformation or decompilation, is strictly prohibited, unless expressly authorised in writing by the owner thereof or by national and international legislation.

## **PRIVACY AND COOKIES POLICY**

The processing of any personal data provided or generated by Users through their use of the Website

and, where appropriate, the use of cookies shall be carried out in accordance with the Privacy and Cookies Policy.

Users must read and accept said Privacy and Cookies Policy before providing SABA with their personal data.

#### **APPLICABLE LAW AND JURISDICTION**

This Legal Notice shall be governed and interpreted in accordance with Czech Republic legislation. For the resolution of any dispute that may arise from use of the Website, the User and SABA agree to submit to the Courts and Tribunals of the city of Prague, with express waiver of the jurisdiction that may correspond to them.

**DATE OF MOST RECENT UPDATE:** May 22, 2019