Terms of Use of Website, Web and Mobile Application for Zaparkuj.to Service (hereinafter “Terms of Use“)

Article 1
Definition and Opening Clauses

1. These Terms of Use govern the rights and obligations of the Joint Operators and the User in utilization of the Application and Website.

2. The Application is the Zaparkuj.to web application and the Zaparkuj.to mobile application. The Zaparkuj.to web application is available through the website. The Zaparkuj.to mobile application is available through web shops for mobile platforms.


4. The User is the person who installs, browses or uses the Application and/or the Website in other ways.

5. The Joint Operators are the Operator 1 and Operator 2, while the Joint Operators operate the Application and Website together (each from the Joint Operators separately and also as the Joint Operators).

6. Operator 1 is the company Orange Slovensko, a. s., with registered office at Metodova 8, 821 08 Bratislava, CRN: 35 697 270, registered in the Commercial Register maintained by the Bratislava I District Court, section: Sa, entry number: 1142/B, connection data: 0908 908 908, website: https://www.orange.sk/.

7. Operator 2 is the company Unicorn Systems SK, a. s., with registered office at Central 5, Ševčenkova 34, 851 01 Bratislava, CRN: 35 771 917, registered in the Commercial Register maintained by the Bratislava I District Court, section: S.r.o., entry number: 19570/B, connection data: https://www.plus4u.net/contact, website: https://unicorn.com/.

8. The Parking Place Operator is the person operating the parking place the User is interested in making use of through Zaparkuj.to.

9. The Website is the www.zaparkuj.to website.

10. Zaparkuj.to is the service provided by the Joint Operators to the User through the Application and Website.

Article 2
Zaparkuj.to Description

1. The basic characteristics of Zaparkuj.to is the possibility for the User to:
   – identify the parking place with a vacant parking space,
   – navigate himself/herself to the parking place with a vacant parking space,
   – pay online for parking either via SMS or with payment card.

2. Individual functions of Zaparkuj.to and the time sequence of their setting is in exclusive competence of the Joint Operators who are authorized to change / modify these upon their own will and possibilities.

3. Detailed description of individual functionalities of Zaparkuj.to, installation manual, registration, description of hardware and software requirements regarding the end use device of the User are included in the User Manual.

4. Zaparkuj.to gains information mainly from its own information system of the Joint Operators, from individual members of the Zaparkuj.to ecosystem, from open sources, as also from third parties (providers of navigation systems, public parking places, etc.).

Article 3
Login and Registration

1. The User can utilize Zaparkuj.to:
   – without login or
   – with login to the Application.

2. The service provides full functionality to the User also without login (except of the possibility to pay with payment card), however, login adds other comfortable elements into the Application connected with the created profile of the User.

3. The User has the possibility to login to the Website or Application with the help of his/her existing Google, Facebook, Microsoft accounts or to register on the https://www.plus4u.net/ website (hereinafter Plus4U).

4. Registration of the User on the Plus4U website is performed through the registration form available directly on the Website or in the Application. The User provides his name, surname, email address in the registration form and sends his request for registration. The User will receive an email sent to the provided email address, requiring confirmation of his/her request for registration. After confirmation of the User’s request for registration, the User will receive an email containing access codes to the user account.

5. The User logs in his/her user account through the Website or Application with help of access codes (hereinafter User Account). Login to the User Account enables the User to add other data into the user profile:
Name and surname of the User
Address of the User
Phone number of the User
Registration and adjustment of the User’s payment card
Setting of RN list of vehicles, the User is going to use.
6. Within the User Account the User has got access to data about parking history of the registered vehicles from the moment the User has performed his/her registration.
7. The Joint Operators are authorized to refuse the registration of the User or the registration of payment card and they can do so mainly due to doubt regarding wholeness, correctness, truthfulness or recency of data provided in the registration form.
8. The Joint Operators are authorized to delete or temporarily deactivate the User Account, respectively not to allow the User to continue to utilize Zaparkuj.to and they are authorized to do so mainly if:
   - the User broke the provisions of these Conditions or enactment or there is a legitimate concern the User will do so;
   - the User utilized Zaparkuj.to in a way that is in defiance of good manners or there is a legitimate concern the User will do so;
   - it is required by the mandatory provision of the enactment or by decision of the body of public authority.
9. The User has the right to delete his User Account at any time by sending a form with the request of closing the account through the Application or Website. Closing of the User Account results in loss of any recorded data of the User (mainly registered payment cards, RN of vehicles, history of parking, history of payments, etc.).
10. By closing of the User Account, the User’s possibility to continue to utilize Zaparkuj.to remains untouched, even in unregistered regime.

Article 4 Payments

1. Payment for parking can be performed by the User through SMS or with payment card. Payment by payment card is available for registered users only, after registration of the payment card in the Application.
2. Payment for parking through SMS is performed through SMS Parking System 2200 operated by the company MobileTech, a. s., with registered office at Pažítková 5, Bratislava 821 01, CRN: 36 666 203, according to corresponding commercial terms (available at https://smsparking.sk/). The Application generates a SMS in a form prepared for sending. As next, the User checks the created SMS and sends it manually. Payment for parking is considered to be accepted only after sending of the SMS and obtaining a confirmaive SMS about successfully performed payment.
3. Payment with credit card after registration of the payment card in the Application is performed through the payment gateway of TATRA BANKA, a. s., with registered office at Hodžovo námestie 3, 811 06 Bratislava, CRN: 00 686 930 (hereinafter TATRA BANKA), according to corresponding commercial terms (available at https://www.tatrabanka.sk/files/sk/business/ucty-karty/prijijmanie-platieb/comfortpay/obchodne-podmienky-prijijmanie-platobnych-kariet-od-1-10-2016.pdf). The User registers his/her payment card by a single registration through the Application in a simple and safe way utilizing the payment service of TATRA BANKA. All data about the payment card are secured at data transfer and subsequently they are safely recorded in the information system of TATRA BANKA. The Joint Operators do not record data about the payment card, neither are they processing it in any possible way. After performing a successful transaction, the card will be registered in the system of TATRA BANKA, whereby a so-called alias / token of the card will be generated. TATRA BANKA exchanges the alias / token of the card with the corresponding Joint Operator and both parties will preserve it. All transactions of the registered card are initiated by means of the token.
4. For purposes of payment card registration, the User provides the number of the payment card, date of its expiry and the CVV code. The User can register more payment cards to one User Account.
5. None of the Joint Operators is responsible for proper payment realization, neither for eventual direct or indirect damages arising in connection to payment according to this article. Responsibility and further conditions of payment realization are conditioned in corresponding commercial terms according to paragraph 2 and paragraph 3 of this article.

Article 5 Copyright

1. The Website and Application (text, picture and other content, as also the principles of Zaparkuj.to functioning) have the character of author’s craft protected by law no. 185/2015 B. o. L. Author’s craft subsequently amended. The User is by no means authorized to alter, adjust, copy, distribute or dispose of the Website or Application (reverse engineering included). Any content added by the User on the Website or into the Application (in case it is permitted by the Joint Operators), must be consistent with the corresponding commercial terms and principles of good manners.
(any of the Joint Operators can at any time limit the User regarding addition of new content or delete that content).

**Article 6**

**User Obligations**

1. The User is obliged to utilize Zaparkuj.to in line with these Terms, User Manual, corresponding legal regulations and directives of the Joint Operators. The User obliges not to utilize Zaparkuj.to in conflict with good manners.

2. The User is obliged to endure respective costs related to utilization of Zaparkuj.to.

3. The User is obliged to respect road traffic regulations and regulations stated by the Parking Place Operator, even if these conflicted with provisions of these Terms.

4. The User is obliged to utilize Zaparkuj.to / to behave while utilizing Zaparkuj.to in order to avoid damages on his/her property and/or property of others. The User is obliged to avoid traffic collisions and other fortuitous cases.

5. The User is responsible for correct payment card registration and for resources on the payment card sufficient for realization of payment for parking.

**Article 7**

**Limitation of Joint Operators Responsibility**

1. The Joint Operators commit and exert themselves to ensure continual functioning of Zaparkuj.to. The User accepts that the functionality of Zaparkuj.to is dependent from various circumstances out of the Joint Operators’ reach (mainly access to the internet, technical possibilities of the User’s end device, information from third parties as, for instance, The Parking Place Operator, etc.) that are able to limit the customer experience of the User with Zaparkuj.to. The User takes due note of that none of the Joint Operators is responsible for failures or limited customer experience of the User with Zaparkuj.to.

2. Each of the Joint Operators declares and the User takes knowledge of that Zaparkuj.to and the Websites or Applications cooperating with Zaparkuj.to can request access to the User’s position. None of the Joint Operators is responsible for any kind of damage / disadvantage that might happen to the User in connection with enabling his/her position, or for any kind of damage / disadvantage in connection with utilization of these Websites or Applications cooperating with Zaparkuj.to the User can be redirected to. The User takes knowledge of that these are not under the Joint Operators’ control and individual conditions of use apply to their utilization.

**Article 8**

**Claims**

1. The User is entitled to apply a claim of services connected with parking to the Parking Place Operator in line with the claim policy of the Parking Place Operator.

2. The User is entitled to apply a claim of functionality of the Application or Website through the form in the Application / on the Website (or in written form on the address provided at https://www.orange.sk/pomoc/reklamacie, whereby in case of claim of functionality of the Application or Website adequate assessments
of Article 13 of General Terms for ICT services available at https://www.orange.sk/onas/tlacove-centrum/vseobecne-podmienky/ will be applied.

Article 9
Protection of Personal Data

1. The User makes knowledge of that by accepting these Terms, he/she enters into contractual relationship with each of the Joint Operators. The Terms of protection and processing of personal data of the User are adjusted as follows:

1) For Operator 1 in an independent document entitled “Conditions of Protection and Processing of Personal, Operating and Localisation Data in the Company Orange Slovensko, a. s.”, the actual version is available at the www.orange.sk website. The mentioned Terms adequately apply to the User (as to the Customer/User in sense of the Terms);

2) For Operator 2 in an independent document entitled “Protection of Personal Data of Plus4U Net, a. s.”, the actual version is available at the https://www.plus4u.net/plus4u/gdpr web page.

Article 10
Specific Provisions on Protection of Consumers

1. If the User is a consumer, he/she is entitled to utilize the online dispute resolution platform (hereinafter ODR Platform) for alternative dispute resolution in the language of his/her choice. The ODR Platform is available at https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lang=SK web page. At bringing the action to the ODR Platform, the User fills out an electronic complaint form. The information submitted by the User must be adequate in order to address the competent authority of online alternative dispute resolution. The User can attach documents to support his/her complaint.

2. The body acting in supervisory function of protection of consumer rights is THE SLOVAK TRADE INSPECTION (registered office at Prievozská ulica č. 32, BRATISLAVA).

Article 11
Change of Terms and User Manual

1. The Joint Operators have at any time the right to change the version of Terms and User Manual as also to change, complement or cancel any functions of Zaparkuj.to. The Joint Operators inform about change of Terms and User Manual on the Website or Application within a period of 15 days before its entry into force. If the User continues in utilization of the Website or Application, it is supposed that the User accepts the change of Terms. In case the User does not accept the change of Terms, he/she is obliged to inform the Joint Operators in written form within a period prior to entry of change of Terms into force and the Joint Operators are authorized to delete his/her User Account, otherwise the Terms become obligatory for the User on the day of their entry into force. For purposes of this Article 11, the mode of delivery of written information to the Joint Operators is the contact form available at https://zaparkuj.to/contact web page.

Article 12
Final Provisions

1. General binding rules of the Slovak Republic apply to these Terms and legal relationships between the Joint Operators and the User. Any disputes are solved by courts of the Slovak Republic, if it is not stated in these Terms differently. These Terms enter into force and are in effect from 1 October 2018.