

## **RULES FOR THE USE AND OPERATION OF THE CAR PARK**

BARCELONA D'APARCAMENTS MUNICIPALS (hereinafter, "BAMSA"), with Tax Identification Number A66383902, registered address at Avenida Parc Logístic, 22-26 08040 Barcelona, hereinafter THE COMPANY, makes these rules of use and operation permanently available to car park users.

### **ARTICLE 1. GENERAL STATEMENTS**

1. These rules are mandatory for customers and people who may be inside the car park or at its entrances.
2. Within the car park and at its entrances, the customer must respect:
  - The traffic rules and legal or regulatory precepts that may be applicable, and the Law regulating the vehicle parking contract.
  - Traffic signalling.
  - The indications given by car park employees, or those given by signs.

### **ARTICLE 2. USE OF THE CAR PARK**

1. The car park is a public car park.
2. The car park offers rotation and subscription parking spaces. Depending on the car park, there may be parking spaces owned by private individuals and parking spaces granted for use by third parties.
3. Parking spaces will be allocated to cars on a first-come, first-served basis, unless restrictions may be established at any time due to the needs or characteristics of the service. Motorbikes, bicycles and scooters may only park in the spaces designated for these vehicles and will pay the established rate.
4. Parking spaces for electric charging of vehicles in rotation may only be used for this purpose and for the time necessary for this charging.
5. In accessible parking spaces for people with reduced mobility, only those who have and can prove that they are using the special administrative authorisation for people with reduced mobility (TPMR) may park by displaying it in full visibility on the windscreen of the vehicle while it is parked. The Company will report offenders to the competent authority.
6. Inside the car park it is not allowed:
  - a) The access of vehicles of a height, weight or dimensions greater than those indicated, or which, due to their dimensions, may hinder the normal operation of the car park. Under no circumstances will vehicles with a total weight of more than two (2) tonnes be allowed access to the car park, except in designated car parks.
  - b) Access to the car park services by any person who is not a member of the public.
  - c) The storage, deposit and abandonment of belongings or objects both in the parking spaces and in the vehicles parked in them that could affect the safety and health of people, as well as the safety, health, stability and watertightness of the car park and the vehicles. The COMPANY may remove at any time those goods that generate risks to the health and safety of people.
  - d) The entry of animals of any kind, except securely tethered pets.
  - e) The introduction of combustible, flammable or dangerous materials, other than the normal fuel content of the vehicle's tank, and/or having goods inside the vehicle which may pose a risk to the safety or health of persons.
  - f) Carrying out commercial, annoying, noisy, offensive, unhealthy, dangerous and harmful activities in the car park.
  - g) Carrying out maintenance or repair work on vehicles.

- h) The circulation of pedestrians or scooters on ramps. Pedestrians/scooters must use the stairs, lifts or sidewalks provided for their use.
- i) Lighting fires and smoking.
- j) Entering offices or premises without proper authorisation.
- k) The entry of potentially dangerous vehicles and/or drivers.
- l) The taking of photographs/recordings of the premises without prior authorisation.
- m) The use of public services without being a customer of the car park.

7. During off-peak hours, for security reasons, vehicle and pedestrian access may be restricted by means of closing gates with sufficient call and opening systems to allow customers to leave the premises permanently.

8. Customers are obliged to deposit the waste they generate in the containers installed for this purpose.

### **ARTICLE 3. ENTRY, MOVEMENT AND PARKING**

1. In order to enter the car park with the vehicle, it will be necessary to collect the time ticket that will be issued by the machine and which will show the day and time of entry and the marker/registration number that allows the vehicle to be identified. The customer must keep it in good condition and, for security reasons, carry it with him at all times. The improper use of a ticket to remove a vehicle from the car park that does not correspond to the marker/registration plate will be considered fraudulent.  
Entry by electronic toll collection system (VIA-T) or by number plate reading system shall be governed respectively by the provisions of Article 9 of these Rules.
2. Subscriber vehicles shall use the means detailed in Article 7 below.
3. Vehicles must be parked correctly in the spaces designated for each type of vehicle, within the road markings that delimit the respective space.
4. When the vehicle is parked, the driver shall switch off the engine and leave the handbrake on. The vehicle must be locked. There is no key collection service in the car park.
5. Overtaking is not permitted and the maximum speed inside the car park and on the access ramps to the car park is 10 km/hour.
6. In the event of a breakdown, the customer must follow the instructions of the car park staff.
7. Customers will limit their presence in the car park to the time needed to park and unpark.
8. The customer must pay, before collecting the vehicle, the amount of the hourly stay according to the rates in force.
9. The loss of the ticket will require the client, in order to collect the vehicle, to identify himself, prove ownership/possession of the vehicle and pay for the actual stay.
10. The customer shall have the right to obtain an invoice for the stays made in the car park in accordance with the provisions of Royal Decree 1619/2012, of 30 November, which approves the Regulations governing invoicing obligations.
11. THE COMPANY is entitled to proceed to the removal of vehicles in cases of abandonment, using the procedure provided for in article 6 of law 40/2002 of 14 November 2002 regulating the vehicle parking contract.

### **ARTICLE 4. TARIFFS**

1. The current rates for rotation are displayed at the entrances.
2. Subscriber tariffs will be available to customers at the car park's customer service offices, through the COMPANY's Customer Service Department.
3. For security reasons, employees of THE COMPANY may require the customer inside the car park to show them the parking ticket or the subscriber/user identification card.
4. A vehicle occupying more than one designated space shall pay for its stay according to its actual occupancy.

5. THE COMPANY may exercise the right of retention as a guarantee for the price of the parking space in accordance with Law 40/2002 of 14 November, regulating the vehicle parking contract, as well as use the means of constraint granted to it by the legislation in force.

#### **ARTICLE 5.- DAMAGES**

1. The customer shall be responsible for removing non-fixed and removable accessories from the vehicle, such as mobile phones and other belongings, and THE COMPANY shall not be held liable for this in accordance with the terms of Law 40/2002 of 14 November 2002, which regulates the parking contract.
2. The customer is obliged to inform THE COMPANY immediately and before leaving the car park of any damage or loss that he/she may have caused to the car park itself or to other customers.
3. The Client must compensate the damages caused to persons, vehicles, goods and facilities of the car park, due to fraud, fault, negligence or infringement of the applicable regulations.
4. THE COMPANY is not liable for damage caused by other users or third parties. Neither is it liable for claims for damage to the vehicle once it has left the car park.

#### **ARTICLE 6. COMPLAINTS**

1. The customer may submit complaints using the regulatory forms that will be available to customers at the car park office or, failing that, by requesting them to the Company via Whatsapp 662418060, Facebook @My.Saba.es and Twitter @My\_Saba.es, or by email sent to [atclientbamsa@bamsa.cat](mailto:atclientbamsa@bamsa.cat).

#### **ARTICLE 7. OPERATING RULES FOR SUBSCRIPTION CUSTOMERS**

1. Subscription customers shall occupy the seats allocated to them for functional and operational reasons of THE COMPANY.
2. The season ticket entitles the use of the car park only for the vehicle that appears on the registration form of the season ticket and not for any other vehicle.
3. Any change in personal data must be communicated to THE COMPANY.
4. It is compulsory to use the coded card to enter and leave the car park. The issuing of the card or its replacement due to loss, damage, etc., entails the payment of the issuing costs set by THE COMPANY at all times.
5. In addition to the above, if the subscriber so wishes, he/she can link the VIA-T or the number plate (in those car parks that have a number plate reading system) to his/her subscription to enter and leave the car park and keep it updated every time the device expires or the entity that provides it is modified. There is no cost associated with linking the VIA-T or the number plate.
6. The use of the car park outside the agreed subscription times will entail paying for the time exceeded at the price of the tariff in force under the rotation system.
7. Loss of the subscriber card must be reported to the COMPANY.
8. Payment of subscriber fees shall be made in accordance with the instructions of THE COMPANY.
9. The termination of the subscription must be communicated in writing before the 25th day of the current month. Upon termination or termination of the subscription contract, the customer shall be obliged to take back his vehicle.
10. THE COMPANY, in the event of non-compliance by the subscriber, shall have the right to terminate the subscription upon prior written notice to the customer. Likewise, in the event of non-compliance by the COMPANY, the customer may terminate the subscription contract upon prior written notice to the customer.
11. The relationship between the subscriber and the COMPANY shall be governed by the Rules and Regulations of the Subscriber Regime in force at any given time.

## **ARTICLE 8. OPERATING RULES FOR HOLDERS OF PLACES UNDER THE SYSTEM OF OWNERSHIP OR TRANSFER OF THE RIGHT OF USE**

1. The owners of parking spaces under the ownership or cession of use regime will occupy the fixed space of their ownership or the one agreed in their respective contracts.
2. For correct access to and exit from the car park, the owners of parking spaces/right of use must inform the Company of the number plate of the vehicle that is to enter the car park.
3. It is compulsory to use the coded card or the VIA-T linked to the parking space in ownership / concession of use to enter and leave the car park. The issuing of the card or its replacement due to loss, damage, etc. entails the payment of the issuing costs set by the Company at any given time.
4. In addition to the above, if the holder wishes, he/she can link the VIA-T or the vehicle's number plate (in those car parks that have a number plate reading system) to enter and leave the car park. There is no cost associated with linking the VIA-T or the number plate.
5. The car park can be used for an unlimited number of hours.
6. Loss of the card must be reported to the COMPANY.
7. They will have to pay their share of the common expenses.
8. The COMPANY will not be responsible for the theft or damage that may be suffered by the objects that the owners of parking spaces under ownership or cession of use may leave in the parking spaces, nor for the bicycles, scooters or similar that they leave in these spaces. The owners of the parking spaces will be responsible for the installation of the control elements for these objects, and for any damage that may be caused by the use of the same.

## **ARTICLE 9. ENTRY, EXIT AND PAYMENT OF THE CAR PARK BY MEANS OF ELECTRONIC TOLLS (VIA-T)**

1. In car parks where the "Via T" electronic toll system is installed and signposted, customers can enter and/or pay using this device. In cases where it is installed at the entrance and exit of the car park, the "Via T" can be used with the services offered (e.g. subscribers) at no additional cost.
2. For this purpose, the customer must have the VIA-T duly installed in the vehicle when entering and/or leaving the car park. At the entrance, the control system will recognise the "Via T" and open the entrance barrier, without the customer having to collect a ticket or insert the subscriber's card at the entrance post. At the exit, the control system will carry out the valuation of the stay or identify the customer allowing the exit of the vehicle.
3. Payment for the stay shall be made via the "Via T" electronic toll system. Customers on a part-time basis shall be billed for excess time via the "Via T".
4. There are exclusive application products for stays made via "Via T", which will be activated via the saba.es website and the Saba App.

## **ARTICLE 10. PROTECTION OF PERSONAL DATA**

1. The personal data provided on the basis of the contractual/commercial relationship maintained, as well as the images captured by the video-surveillance/registration number plate cameras, are processed by the company Saba Aparcamientos, S.A., with registered office at Avda. Parc Logístico, 22-26, 08040 Barcelona, and tax identification number A08197931 for the following purposes:
  - a) To comply with the contractual obligations assumed with the customer of the car park and to carry out the activities inherent to the provision of parking services, carried out by THE COMPANY, to attend to their queries, requests or complaints (including loss of tickets or lost objects), as well as to manage the relationship between the Company and the customer (management of possible non-payments, invoicing). The

The legal basis for such data processing is the performance and development of the contractual/commercial relationship entered into.

- b) In order to comply with the obligations provided for in the applicable legislation, including those derived from the Parking Law, such as the identification of car park users by reading the number plate of their vehicles. The legal basis for such data processing is compliance with a legal obligation.
- c) To send commercial communications relating to products or services of THE COMPANY similar to those already contracted by the customer. The legal basis for this processing is legitimate interest. You can object to this data processing by sending an email to [dpo.bamsa@bamsa.cat](mailto:dpo.bamsa@bamsa.cat) to the address of the company.
- d) Furthermore, in the event that you have given your consent, as appropriate, THE COMPANY may process your personal data for additional purposes not related to the management of your contractual relationship, such as sending offers from companies of the Saba group, third parties or personalised offers of products or services. The legal basis for this processing is the consent given by the customer. The car park customer may withdraw the consent given at any time, as well as object to continue receiving future commercial communications, by means of the link included in each of the communications that he/she may receive.

2. The COMPANY will keep your personal data for the duration of the contractual relationship. Once the contractual relationship has ended, the personal data will be kept blocked (i.e. it will only be kept at the disposal of judges, courts, the Public Prosecutor's Office, or competent Public Administrations) during the applicable legal prescription periods. Once the aforementioned retention periods have elapsed, the data will be deleted.

3. **Communication of data** - The car park customer data may be communicated to third parties when necessary for the correct development and control of the contractual relationship (for example, to banks or insurance companies), when required by law (for example, to the tax authorities), as well as in the event of being required by judges and courts and/or security forces.

4. **Rights:** The customer may exercise their rights of access, rectification, deletion, opposition, withdrawal of consent, request limitation of the processing of their personal data, and the right to data portability, as applicable. To exercise these rights, you must send a request by post to the Saba Group's Data Protection Delegate, at Avda Parc Logístico 22-26, 08040 Barcelona (Att. DPO), or to the following e-mail address [dpo.bamsa@bamsa.cat](mailto:dpo.bamsa@bamsa.cat).  
If the customer considers that a breach of data protection legislation has been committed with regard to the processing of his personal data, the customer also has the right to lodge a complaint with the Spanish Data Protection Agency (Agencia Española de Protección de Datos).

#### **ARTICLE 11.- AMENDMENT OF THE RULES**

These rules may be modified by THE COMPANY when it considers it appropriate for the better operation of the car park.

THE COMPANY will post such updates in the car park for the due knowledge of customers.