

ARENA MALL – Parking Policy**Purpose of the Policy**

The parking lot (hereinafter referred to as Parking) of ARENA Mall Shopping Center (hereinafter referred to as ARENA Mall) located at 1087 Budapest, Kerepesi út 9. as subject of the present Policy is operated as a private area opened for public traffic. In order to ensure efficient and safe operation of the Parking, the purpose of the present Policy is to specify the operating rules being compulsory for all users.

Operation of the Parking is provided by **Symmetry Arena Kft.** (registered seat: 1027 Budapest, Horvát u. 14-26. IV. em. 2.. tax nr.: 13248118-2-41, hereinafter referred to as: **Operator**) by way of its service providers.

Service providers involved in the operation of the Parking:

- **CBRE Korlátolt Felelősségű Társaság** (registered seat: 1055 Budapest, Bajcsy-Zsilinszky út 78. company reg. nr.: 01-09-362188, tax nr.: 10940828-2-41, represented by: Kibédi-Makfalvi-Varga Lóránt Sándor managing director),
- **SIGEN Szolgáltató és Kereskedelmi Korlátolt Felelősségű Társaság** (registered seat: 1149 Budapest, Egressy út 23-25., company reg. nr.: 01-09-683018, tax nr.: 11915111-2-42, represented by: Kugel Tibor managing director)
- **Inkal Zrt.** (registered seat: 1146 Budapest, Thököly út 68. I/3., company reg. nr.: 01-10-046676, tax nr.: 22727291-2-42, represented by: Lovas Kázmér Attila, managing director),

Scope of the Policy

Personal scope of the Policy shall cover all persons entering the area of ARENA Mall on foot or in a vehicle.

When applying this Policy, all the natural and legal persons concluding an agreement with the Operator for the storing of their vehicles in the area of the Parking for a period determined by the terms and conditions of the present Policy, or entering the area of the Parking on foot, shall be deemed Visitors.

Territorial scope of the Policy shall cover the underground parking lots of ARENA Mall (P1, P2 levels) and outdoor parking areas, areas reserved for suppliers and service providers, and access roads as well. The territorial scope of the Policy shall be indicated on the site plan inseparably attached to the Policy as Annex 1.

Temporal scope of the Policy shall be continuous (0am-0pm)

Upon entering the area of ARENA Mall, the owner / operator of the vehicle shall accept and recognize the Policy and the House rules of ARENA Mall as binding without any further intentional acts.

Parking

Necessary conditions for usage of the Parking shall be the existence of valid official licenses, liability insurance and visible license plate required by the effective legal regulation for participation in public traffic and the present Policy, furthermore proper technical condition of the vehicle enabling safe transport.

The usage of the area of the Parking designated for parking of vehicles by a single ticket exchange shall be limited to a single usage and to a maximum of 96 hours continuous time period in the underground parking, and to a maximum of 24 hours continuous time period in other areas.

Parking of vehicles shall be allowed on areas designated for parking (not signaled or designated for other purposes), access roads and loading areas shall not be utilized for parking.

One vehicle may occupy one designated parking space.

Parking spaces designated for parking vehicles used by a disabled person may only be used in possession of a valid parking permit, and parking spaces designated for charging of electric cars are only available for this purpose, for the duration of the charging.

Once the parking space has been occupied, the engine of the vehicle shall be stopped as soon as possible, secured by the hand-brake on, and shall be left by all passengers. Waiting or sleeping within the vehicle, unnecessary operation of the engine in a standing position is prohibited. No person or live animal may stay in vehicles placed in the Parking during the term of parking.

Pedestrian traffic in the area of the Parking

Visitors shall use the area of the Parking at their own risk and with particular foresight.

Persons under 14 years of age shall use the area of the Parking under the supervision of an adult.

Pedestrian traffic on routes providing access to the Parking area (e.g. ramps) is only permitted if explicitly signaled.

Opening hours of the Parking

Underground Parking:

The Parking may be used during the opening hours of ARENA Mall.

- check-in: between 05:00 am – 24:00 pm
- check-out: between 00:00 am – 24:00 pm

Areas reserved for suppliers and service providers:

- check-in: between 00:00 am – 24:00 pm
- check-out: between 00:00 am – 24:00 pm

The Operator shall be entitled to occasional closing of the Parking area.

Security rules

The Parking may only be used properly, for its intended purpose.

Vehicles shall be parked in a locked state (including windows), without any valuables visible from outside in the passenger or the luggage compartments.

The Operator operates a monitoring system for the purposes of general damage prevention, traffic management and safe and appropriate handling of parking equipment. The Operator shall not be liable for damages caused in vehicles or any items placed therein by third parties, or for damages arising out of violation of the traffic regulations (KRESZ) or inadvertent, careless driving.

Conditions for usage of the Parking

The speed limits shall be 5 km/h in the Parking area, and determined by traffic signs on the access roads, corresponding to the actual weather conditions.

The use of low beam headlights is mandatory in the Parking.

In the Parking the rules of the road (KRESZ) shall be applicable. Visitors shall observe traffic and other signs and the instructions of the Parking's staff.

Access to the Parking is not possible in case the Operator has closed the Parking or the Parking is full.

Access to the Parking shall be performed according to the rules displayed on traffic signs placed at the entrance. When entering a parking ticket shall be obtained by pressing the button on the ticket dispenser or validating the season ticket by the card reader. Subsequently the access is made possible by the opening of the barrier. Upon a signal only one vehicle may access the Parking.

Should the barrier not open or the pay automats not work properly Visitors may ask for assistance by pushing the „help” button on the check-in and check-out interfaces or pay automats.

The service related to the Parking shall commence upon receipt of the ticket, validating of the season ticket, or, in the absence of the latter, upon entering the Parking. All persons within the area of the Parking shall be obliged to observe and have observed the regulation related to the Parking. All persons using the Parking shall be obliged to pay the service charges and surcharges as published.

The user of the Parking acknowledges that ARENA Mall / Operator shall exclude its responsibility for damages caused in the vehicle, guarding of the vehicle, possible stains, behavior of third parties in the Parking, objects placed in the Parking and their loss.

Parking charges, season ticket, exiting the Parking

Parking Rates including parking charges shall be attached to the present Policy as Annex 2.

Actually valid service charges shall be indicated on a sign located at the ticket dispensers and pay automats as well.

Tickets and season tickets shall be kept securely until exiting the Parking. Tickets shall not be folded, creased or otherwise physically damaged. To prevent damage to information stored on the tickets, they shall be kept away from the magnetic beams and mobile phones.

The person using the Parking shall be responsible for integrity of the ticket/season ticket.

Loss or damage to tickets/season tickets shall immediately be reported to the staff on duty in the Parking Office on the ground floor of the building.

Any damage resulting from loss or damage to the parking ticket/season ticket shall be borne by the person using the Parking. Upon loss of or any damage to the ticket/season ticket a surcharge shall be payable as determined in the Parking Rates.

Tickets received upon entering shall be read at the pay automats located on levels -1 and -2 of the underground parking before exiting. Tickets shall be inserted into the automats according to the signs. The pay automat will require the amount of the charges according to the actual rates, which may be settled by cash payment with coins and banknotes indicated and by card. Following the payment of the charges a receipt will be printed and the ticket validated. Exiting the Parking is only possible following the payment of the complete payable amount related to the parking service at the pay automats. After the payment of all charges related to parking, 20 minutes time is provided to exit the Parking.

At check-out the validated ticket shall be inserted and read at the check-out interfaces located at the exit, which will open the barrier if the parking charged have been paid. Season tickets shall also be read, where the system will similarly open the barrier. A number plate scanning system is operated in the underground parking; therefore in case of clean and recognizable number plates the barrier will open automatically, without reading of the tickets/season tickets.

The user of the Parking acknowledges that he/she shall be liable for any damage caused by him/her in the Parking, its equipment and to third parties on the area of the Parking, subject to the circumstances of the case, according to the rules of the Civil Code on damages caused by breach of contract or damages caused by non-contractual liability. The Parking may be exited after the opening of the barrier. The driver and operator of the vehicles shall be jointly and severally liable for damages arising from the ignoring of signs. Upon a signal only one vehicle may exit the Parking. Vandalism or damaging in the Parking will result in a complaint.

Invoicing of parking charges

Invoice on the parking charges will be issued in the Parking Office between 10.00 am and 18.00 pm daily, upon request by the Visitor. Obtaining an invoice in the period between 18.00pm and 10.00 am is not possible, in this case the receipt shall be dropped into the box located at the door of the Parking Office indicating the mailing address, and the invoice will be sent by mail. The receipt printed by the pay automat and exact name, address and tax number are required for invoicing.

Visitors, staff and employees of ARENA Mall may also use the underground parking with a season ticket which may be purchased in the office of the Operator located on the 1st floor, according to the conditions determined by the Operator.

Validity of the magnet card embodying the season ticket will be extended by the payment of the next monthly fee, as set forth in the parking contract concluded by the owner of the season ticket. The Operator shall keep a record on the purchased season tickets.

Damages

The Operator shall not undertake liability for any damages occurred in vehicles or their passengers, damages arising out of violation of the traffic regulations (KRESZ) or inadvertent, careless driving, or damages caused by third parties.

Staff of the Operator shall cooperate with authorities, if necessary, assist in the notification of the authorities and if available, hand over video recordings of such events upon request of the competent authorities.

Removal/transportation of vehicles

The Operator shall arrange for the removal/transportation of the vehicle from the area of the Parking at the expense of the owner/operator in the following cases:

- The Operator shall be entitled to move or remove any vehicles endangering traffic of the Parking, security or environment of the shopping center, at the expense of the owner/operator.
- The Operator shall remove all vehicles parking with a single ticket **over 4 days**, at the expense of the owner/operator, and shall **enforce its claim for charges and surcharges related to the use of the Parking**. The Operator shall **exclude its liability** for damages arising from removal/transportation.
- Prior to removal/transportation of the vehicle, based on type and license plate number, the Operator shall request written information concerning the owner/operator of the vehicle from the competent authority of Hungary (except for cases where delay may cause damage due to an emergency situation), and shall remind the owner/operator by giving a 8-days deadline to remove the vehicle.
- In case the reminder was ineffectual or the obtaining of information from the authorities was not possible or there was no response within 30 days, the Operator shall arrange for the professional removal/transportation of the vehicle at the expense and the risk of which shall be borne by the owner/operator of the vehicle. The Operator shall not be obliged to guard the removed/transported vehicle.
- The fact of removal/transportation and the external condition of the vehicle shall be recorded in a protocol satisfying the conditions of a private document with full probative force and supported with photographic documentation.
- In case the vehicle has an operator, in the event of a dispute, the payment obligation shall primarily be fulfilled by the operator, given that the actual use of the vehicle is included in the status of the operator.

Extraordinary events (e.g. fire alarm, threat of public endangerment)

Upon occurrence of any extraordinary events, Visitors shall be obliged to leave the area of the Parking immediately. In such events vehicles may only check out of the Parking if the Operator has received the necessary authorization to restore regular operating order of the Parking.

Prohibitions

The following is prohibited in the Parking:

- violation of the rules of the road (KRESZ), House rules of ARENA Mall, and the present Policy
- any hindrance of the proper operation of the Parking
- disposal of waste outside designated disposal points;
- smoking, use of open flames,
- entering with vehicles from which fuel, oil or other substance is leaking;
- entering with any type of gas-powered vehicle, bicycle (storage for bicycles is provided), animal traction vehicle;

- entering with or storage of any type of flammable substance, even as a component of any vehicle, except fuel contained in the vehicle's fuel tank;
- entering with living animals, substances and chemical substances hazardous to public health, poisons, explosive substances or any objects the possession of which is prohibited by law;
- parking of vehicles outside designated parking spaces, holding and occupying several parking spaces by one vehicle;
- performing any services or works on parking vehicles, washing (not including areas designated for car wash services);
- vehicles lacking a license plate or otherwise inoperative or not complying with traffic regulations
- distribution of flyers, questioning, any commercial activity without the prior written permission of the Operator, and any other activity not complying with the effective legal regulation or lacking the permission of the Operator.

Closing provisions

In the Parking, a video surveillance system (CCTV) and a license plate recognition system are installed.

Recordings of the video surveillance system of the Parking shall only be made available to persons or organizations with appropriate data management rights within the limits of the data protection and data protection policy of ARENA Mall.

Operator shall use, treat, store the personal data, special and sensitive data – received and became aware during the legal relationship related to the usage of the Parking – only and solely for the purpose of this legal relationship, till the performance thereof, and during the performance Operator shall be obliged to follow the rules regarding data protection and data security of the Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information and the rules of the Regulation (EU) 2016/679 of the European Parliament and of the Council.

The present Parking Policy entered into force on 18th Febr. 2023, and shall be valid until its revocation. . Operator shall arrange for its promulgation and publication on the ARENA Mall website.

The Operator shall be entitled to modify the present Parking Policy. In the event of modification, the Operator shall publish the amended Policy at least 10 days prior to its entry into force.

Information:

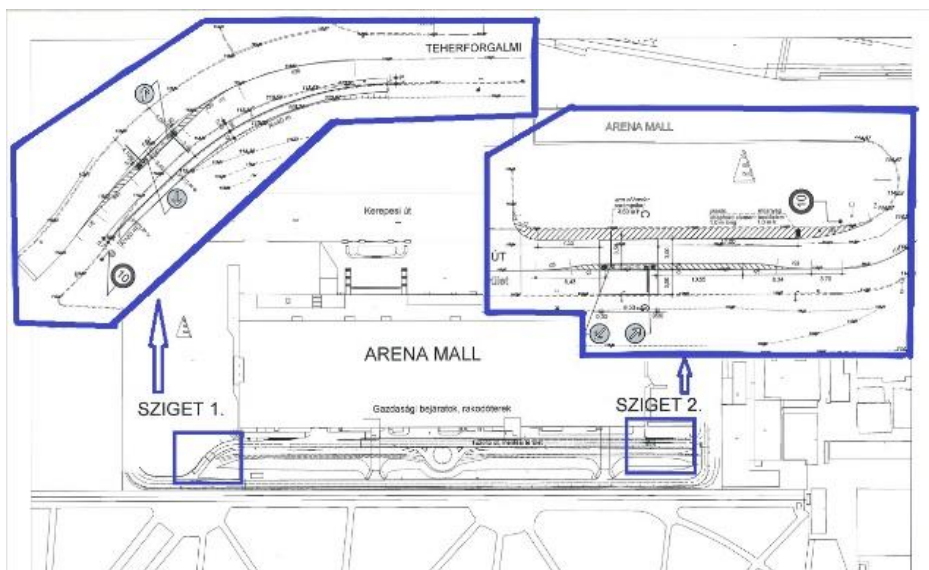
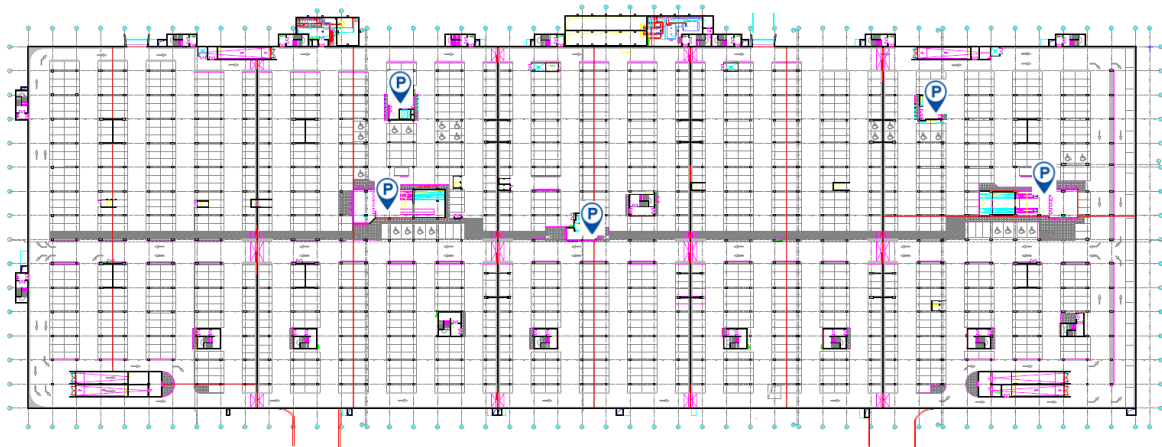
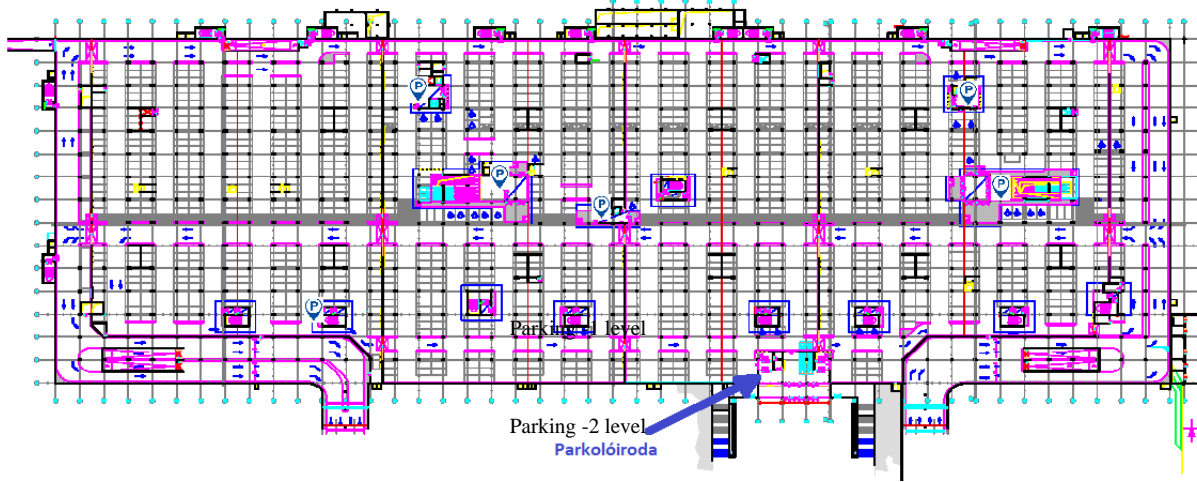
website: www.arenamall.hu

telephone: 06-20-512-0303

We wish you a pleasant time!

Annex 1: Site plan

Garage: Area reserved for suppliers and service providers



Annex 2: Parking Rates**Underground Parking:**

- Within one calendar day, the first 1 hour of parking is free of charge, after that the 2nd hour is 200 HUF, from the 3rd hour onwards each hour is 300 HUF.

Season Tickets:

- Monthly 0am-0pm season ticket: price gross 25.000 HUF/vehicle/month.
- The season ticket is not transferable; it is assigned to a vehicle license plate number.
- The season ticket is valid for 30 days from the date of purchase/validation and entitles to unlimited numbers of parking with the registered license plate number.
- In case of loss of the season ticket (magnet card), the replacement charge is gross 5.000 HUF (detailed regulation included in the parking contract)

Discounts:

- For the staff of the shops operating in ARENA Mall, the Operator may grant a discount from the parking rates on an occasional or permanent basis. In respect of conditions, please inquire at the Parking Office.
- 1+5 hours free parking for Cinema City guests. Guests of Cinema City can enjoy an additional 1 hour of free parking above the free 5 hours upon presenting the valid cinema ticket. To receive the extra 5 hours, the parking ticket needs to be validated at the box office before the start of the movie.

Areas reserved for suppliers and service providers

- on access roads reserved for suppliers each hour started: 300 HUF

Discounts:

- for suppliers and service providers a 2- hour time period is provided free of charge in case the parking is verified by the delivery or work performed in the area of ARENA Mall. The parking ticket and verification shall be presented and validated in the dispatcher room located at ramp 4.

Surcharges:

- In case of loss or damage to the parking ticket, the surcharge of gross 5.000 HUF is payable in addition to the time-proportionate parking fee.
- In case of parking with an expired season ticket the general parking fee is payable for the period not covered by the season ticket.
- In case of violation of the regulation stated in the Parking Policy the Operator may warn the person violating the rules and is entitled to enforce a surcharge in the amount equal to three times the actual surcharge.

The rates shall be applicable as of 18th Febr, 2023 until withdrawal.

The amounts stated in the present Parking Rates are gross amounts, including the VAT according to the effective legal regulation.