

TERMS AND CONDITIONS OF PURCHASE

1. GENERAL INFORMATION

These Terms and Conditions regulate the car park management and operation service by which the SABA Group companies identified in **Annex 1** (hereinafter, “**SABA**”), has made available through the Website to Individuals, Businesses and Companies (hereinafter, the “**Customers**” or the “**Customer**”), the contracting of the services provided by SABA to the Customer (hereinafter, the “**Services**”) and which are described on the Website.

Annex 1 contains the identification of the company with which the Customer is contracting based on the location of the car park.

Purchase of the Services implies acceptance of these Terms and Conditions as well as the remaining conditions to which the Customer is subject, and in particular the [Legal Notice](#) and the [Privacy Policy and Cookies Policy](#) .

If the Customer wishes to contact SABA with a question or incident related to his/her purchase, he/she can use the postal address indicated in **Annex 1**, telephone number 902288030, or if preferred, the following e-mail address: atclientesaba@saba.eu.

These Terms and Conditions are applicable as of their date of publication on the Internet and shall not apply to contracts entered into previously. The Terms and Conditions applicable on the date of purchase and payment of Services shall apply to each contract entered into on the Website. To this end, it is advisable that Customers read the Terms and Conditions prior to using and/or contracting any of the Services. These Terms and Conditions shall be available at all times in Spanish as well as in Catalan, Galician, and Basque in the appropriate section on the Website. As proof of knowledge and acceptance thereof, the Customer must click the button “*I have read and accept the Terms and Conditions of Purchase*” to confirm this, so that once the desired Service has been selected, the Customer can access the payment screen. The procedures for contracting and/or using the Service are those described in these Terms and Conditions, as well as other specific procedures shown onscreen while browsing; the Customer therefore acknowledges that he/she accepts said procedures as necessary for contracting the Service.

By accepting these Terms and Conditions, the Customer expressly accepts and states that he/she is aware of the Legal Notice, which also applies to the Customer’s use of the Services and the terms of this clause.

The Services offered on the Website, along with their features, descriptions and total price will appear onscreen, as well as the corresponding legal guarantee and, if applicable, other commercial guarantees that may be of assistance to the Customer.

SABA reserves the right to decide at any time which Services to include and offer to its Customers through the Website. Thus, SABA may, at any time, add new Services to those included on the Website, it being understood, unless otherwise stipulated, that the provisions of the Terms and Conditions in force at that time shall apply to said new Services. SABA also reserves the right to stop providing access, at any time and without prior notice, to any of the Services offered on the Website.

2. MODIFICATION OF THE CONDITIONS

SABA reserves the right to unilaterally modify these Terms and Conditions of Purchase at any time. All modifications to these Terms and Conditions of Purchase shall be published online. The Customer shall be subject to the appropriate version of the current document accepted at the time of the purchase.

3. ONLINE PURCHASING PROCESS

In order to acquire the Services offered on the Website, the Customer must follow the instructions shown onscreen and accept the purchase by completing said instructions.

In the event that the Customer is a natural person, he/she must be at least 18 years of age to acquire the Services.

Contracting shall take place by the Customer completing the various forms presented throughout the purchase process and the express acceptance by the Customer of these Terms and Conditions and all conditions that apply to the product for which the contract is being undertaken. During the purchasing process once the form has been completed and sent, by clicking the **“Pay and Finalise Purchase”** button this will finalise the process and shall imply full acceptance by the Customer of SABA’s commercial proposal and of the applicable conditions. The Customer will then be redirected to an onscreen purchase confirmation page that can be printed.

The Customer must have previously registered as a user in the Virtual Office.

Upon making the purchase, the Customer will receive a verification code (hereinafter, the **“Code”**). The Code provides the right to enjoy the service contracted.

Only the Code is fully redeemable. Certain products can only be redeemed physically at the car park that is the subject of the contract. Notification of this fact shall be provided during the contracting process.

In the event that the Services contracted consist of hours purchased or a pre-paid credit (for example, Tempo, Hourly Voucher or Euro Voucher), the availability of spaces will be subject to

the occupancy rate of the car parks. In the event that a multi-day product is purchased, the Customer shall have the right to reserve a space.

In the case of monthly parking, SABA will notify the Customer by e-mail in the event that the Service contracted cannot be provided under the agreed conditions. In such a case, SABA will make available and the Customer will be able to choose either: (i) another similar Service (if available) or (ii) reimbursement of the purchase price of the Service that was originally contracted.

4. PRICE AND PAYMENT METHOD

The prices for the Services shown on the Website shall be expressed in euros and include any applicable taxes and other costs that may apply. In the event of Services being sent to a physical address, shipping and handling costs shall apply to product deliveries and will be shown when appropriate.

Payment for the Service contracted by the Customer shall be made by credit or debit card or via PayPal (PayPal account or card payment) or any other payment platform that SABA may make available to the User in the future. In this regard, the Customer must fill in the information on the form to which he/she is redirected based on the method selected in each case.

To proceed to payment, the Customer must follow each and every instruction that appears onscreen, providing the required information. The Customer undertakes not to provide false information, including names, addresses and/or contact or payment details; not to initiate any illegal activity in relation to the purchase and not to allow anyone else to do so.

To make the payment, the Customer will be redirected to the website of the entity in charge of processing the payment, where payment can be made with a debit or credit card in a secure manner.

Based on the payment platform used, in order to finalise the payment, the Customer must first accept the conditions of the payment platform that is responsible for managing and processing the payment and collecting the funds for the Service contracted, acting as a payment provider for SABA.

SABA states that it does not have access to nor does it store any sensitive data related to the payment method used by the Customer. Only the corresponding payment processing entity has access to this data, in order for it to manage the payments and collections.

All data provided for this purpose is encrypted in order to guarantee maximum security thereof.

5. CODE CONDITIONS OF USE

The purchase of a Code is understood to be for personal use, either by the Customer or by any third party that the Customer designates. The following is expressly prohibited:

- i) The sale or use of the Code for lucrative purposes.
- ii) Copying the Code.

Once the Code has been issued, the Customer alone shall be responsible for its safekeeping. SABA is not responsible for any loss or theft of the Code. The Customer is solely responsible for the Code.

Use of the Code for purposes other than those stipulated in these Terms and Conditions (i) could lead to cancellation of the Code, (ii) will in any case absolve SABA of any liability vis-à-vis the Customer and vis-à-vis the third party acquiring it, with SABA reserving the right to undertake any legal remedies available to it.

6. RIGHT TO WITHDRAWAL AND REIMBURSEMENT

SABA informs you that, subject to the conditions established in this clause, you shall have the right to withdraw from the same without providing justification with regard to the following Services:

- i) *Monthly and multi-day passes*: within a period of 14 calendar days from the online contracting of the Service unless the Customer has already used the monthly or multi-day pass, in which case, the Customer's right shall lapse as of that time, and the terms and conditions of his/her rental contract shall apply.

Multi-day passes cannot be terminated after the first day for which the multi-day pass was purchased, since this product is sold as a package and SABA applies discounts to the price based on this package purchase.

- ii) *Tempo hours, Hourly Vouchers, Euro Vouchers and Via T Balance*: within a period of 14 calendar days from the online contracting of the Service unless the Customer has already used the Service, in which case the Customer's right to withdraw shall lapse as of the first day/hour/Euro of parking used, as applicable, since the service is sold as a package and SABA applies discounts to the price based on this package purchase.
On those products that must be physically redeemed in the car park, and for which the Customer has collected the tickets that enable the service to be used, the right to withdraw must be exercised physically in the same car park where the service was redeemed, and the entire product must be returned.

- iii) *Promotional campaigns*, shall be subject to the terms stipulated in the offer, promotion, advertising or in the contract itself.

The withdrawal period shall expire 14 calendar days following the day the Services were contracted.

In order to exercise the right to withdraw, the Customer must notify the management of his/her decision to cancel the contract by an unequivocal statement sent by e-mail to atclientesaba@saba.eu, indicating in the subject line "*Cancellation (Name of Service contracted)*". To this effect, the Customer can use the sample withdrawal form in Annex 2, although its use is not mandatory.

In the event of withdrawal, SABA shall send an acknowledgement of the said withdrawal by e-mail and shall proceed to return all payments received from the Customer, without any undue delay and, in all cases, within 14 calendar days from the date that the Customer informs SABA of his/her decision to withdraw from the Service contracted. SABA shall proceed with the said reimbursement using the same payment method used by the Customer for the initial transaction; in any case, no fee will be incurred as a result of the reimbursement.

The reimbursement shall be deemed complete if the Customer does not reject it within fourteen (14) calendar days of the date it was received. Exercising the right of withdrawal will absolve SABA of its obligations to the Customer in relation to the Service from which the Customer has withdrawn.

These conditions shall only apply in the event that the Customer is a consumer and user as defined in the Spanish Royal Decree 1/2007 of 16 November, which approves the rewritten text on the General Law for the Defence of Consumers and Users.

7. LIABILITY

SABA shall not be liable for any delay or non-compliance with its obligations if the said delay or non-compliance is due to circumstances beyond its reasonable control.

Unless expressly stipulated to the contrary in these Terms and Conditions, SABA's liability shall be strictly limited to the purchase price of the Service.

The stipulations of this clause shall not affect the legal rights that apply to the consumer and user, nor to his/her right to withdraw from the Contract.

8. CONFIDENTIALITY AND PRIVACY.

By accepting these Terms and Conditions, as stipulated at the beginning of this document, the Customer expressly accepts and acknowledges the Privacy and Cookies Policy, which also govern the Customer's use of the Services.

9. DURATION AND TERMINATION OF THE CONTRACT

These Terms and Conditions are valid for an indefinite term.

The Customer's account in the Virtual Office and all the information collected and stored will be erased. The cancellation of the said access data shall include all passwords providing access to the accounts, and the information regarding the financial entities, payment entities or financial or non-financial service providers whose data is used to operate the Website. As a result, it will not be possible to link said passwords to the cancelled identity of the previous Customer. SABA, in turn, can cancel the Service by a notice sent to the e-mail associated with and/or indicated by the Customer with fifteen (15) days advance notice. It will not be necessary to provide any reason thereof; cancellation of the Service by SABA does not give rise to any right of compensation, notwithstanding SABA's restitution to the Customer of the amounts paid but not enjoyed by the Customer as a result of an early cancellation of the relationship by SABA.

This advance notice shall not be necessary in the event that the Service is suspended as a result of improper use of the Website or the Virtual Office account by the Customer, which could negatively affect its provision of services, or in the instance of a serious breach of any other obligations of the Customer, including being up to date with his/her payments allowing him/her to enjoy SABA's paid Services.

10. CANCELLATION OF SERVICES

The Customer can cancel the Services pursuant to the following terms:

- i) *Monthly rentals*: monthly rentals can be cancelled before the 25th of the previous month.
- ii) *Tempo hours, Hourly vouchers, Euro vouchers and Via T Balance*: use of the first day/hour/Euro of parking used, as applicable, shall result in full performance of the contract, and there shall be no right to a partial cancellation of the Service, since the service is sold as a package and SABA applies discounts to the price based on this package purchase.
- iii) *Promotional campaigns*, shall be subject to the terms stipulated in the offer, promotion, advertising or in the contract itself.

11. VALIDITY AND COMPLETE AGREEMENT

The declaration of nullity or invalidity of any stipulation contained in these Terms and Conditions shall not affect the validity and effectiveness of the remaining clauses.

These Terms and Conditions of the Services provided by SABA through the Website, as well as the Legal Notice and Privacy and Cookies Policy, constitute the entire agreement between the Parties, and are deemed to take precedence over any previous written or verbal agreement, understanding, affirmation, representation, negotiation, or purpose of agreement in relation to this subject.

12. APPLICABLE LEGISLATION

The relationship between SABA and the Customer shall be governed, to all intents and purposes, by Spanish law.

In the absence of any legal provision to the contrary, the relationship between SABA and the Customer shall be governed by current Spanish legislation and any dispute shall be subject to the Courts and Tribunals of Barcelona (Spain).

ANNEX 1. SABA GROUP COMPANIES

SOCIEDAD	CIF	DIRECCIÓN POSTAL	CORREO ELECTRÓNICO	APARCAMIENTO
Saba Aparcamientos, S.A.	CIF número A-08197931	Avenida del Parc Logístic, 22-26, 08040 Barcelona	web@saba.eu	BERENGUER I CARNICER (Girona)
Saba Aparcamientos, S.A.	CIF número A-08197931	Avenida del Parc Logístic, 22-26, 08040 Barcelona	web@saba.eu	BUCARAMANGA (Madrid)
Saba Aparcamientos, S.A.	CIF número A-08197931	Avenida del Parc Logístic, 22-26, 08040 Barcelona	web@saba.eu	CAL RONDINA (Vilafranca)
Saba Aparcamientos, S.A.	CIF número A-08197931	Avenida del Parc Logístic, 22-26, 08040 Barcelona	web@saba.eu	CAN XAMMAR (Mataró)
Saba Aparcamientos, S.A.	CIF número A-08197931	Avenida del Parc Logístic, 22-26, 08040 Barcelona	web@saba.eu	CARDONA VIVES (Castelló)
Saba Aparcamientos, S.A.	CIF número A-08197931	Avenida del Parc Logístic, 22-26, 08040 Barcelona	web@saba.eu	CARLES III
Saba Aparcamientos, S.A.	CIF número A-08197931	Avenida del Parc Logístic, 22-26, 08040 Barcelona	web@saba.eu	CATEDRAL
Saba Aparcamientos, S.A.	CIF número A-08197931	Avenida del Parc Logístic, 22-26, 08040 Barcelona	web@saba.eu	CIM VALLES
Saba Aparcamientos, S.A.	CIF número A-08197931	Avenida del Parc Logístic, 22-26, 08040 Barcelona	web@saba.eu	CLINICA CIMA
Saba Aparcamientos, S.A.	CIF número A-08197931	Avenida del Parc Logístic, 22-26, 08040 Barcelona	web@saba.eu	DR.ROBERT (Sabadell)
Societat d'Aparcaments de Terrassa, S.A.	CIF número A-61597183	Subsòl de la Plaça Vella,s/n, 08221 Terrassa	web@saba.eu	Dr.ROBERT (Terrassa)
Saba Aparcamientos, S.A.	CIF número A-08197931	Avenida del Parc Logístic, 22-26, 08040 Barcelona	web@saba.eu	EDIFICIOS MÚLTIPLES (Las Palmas)
Saba Aparcamientos, S.A.	CIF número A-08197931	Avenida del Parc Logístic, 22-26, 08040 Barcelona	web@saba.eu	EL FIRAL (Figueres)
Saba Aparcamientos, S.A.	CIF número A-08197931	Avenida del Parc Logístic, 22-26, 08040 Barcelona	web@saba.eu	EL GARRIGAL (Figueres)
Saba Aparcamientos, S.A.	CIF número A-08197931	Avenida del Parc Logístic, 22-26, 08040 Barcelona	web@saba.eu	GRACIA I
Saba Aparcamientos, S.A.	CIF número A-08197931	Avenida del Parc Logístic, 22-26, 08040 Barcelona	web@saba.eu	GRACIA II
Saba Aparcamientos, S.A.	CIF número A-08197931	Avenida del Parc Logístic, 22-26, 08040 Barcelona	web@saba.eu	GRUA CORNELLA
Saba Aparcamientos, S.A.	CIF número A-08197931	Avenida del Parc Logístic, 22-26, 08040 Barcelona	web@saba.eu	GRUA ST. FELIU DE LLOBREGAT
Saba Aparcamientos, S.A.	CIF número A-08197931	Avenida del Parc Logístic, 22-26, 08040 Barcelona	web@saba.eu	HOSPITAL DE MATARÓ
Saba Aparcamientos, S.A.	CIF número A-08197931	Avenida del Parc Logístic, 22-26, 08040 Barcelona	web@saba.eu	HOSPITAL MACARENA (Sevilla)
Saba Aparcamientos, S.A.	CIF número A-08197931	Avenida del Parc Logístic, 22-26, 08040 Barcelona	web@saba.eu	HOSPITAL SANT JOAN DE DEU

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HOSPITAL SANT PAU
JOAN GUELL
LA RIERA (Mataró)
LLUIS COMPANYS
MAISONAVE (Alacant)
MERCAT CENTRAL (Sabadell)
METRO NUEVOS MINISTERIOS
PASSEIG DE MAR (Blanes)
PAU CASALS
PAU CLARIS
PK CORNELLA
PK MOLINS DE REI
PK PLATJA D'ARO
PK SALOU
PLAÇA CAL FONT (Igualada)
PLAÇA CATALUNYA
PLAÇA CATALUNYA (Figueres)
PLAÇA LA PLANA (Badalona)
PLAÇA MAJOR (Vic)
PLAÇA MAJOR CASTELLAR
PLAÇA PENEDÈS (Vilafraanca)

Barcelona d'Aparcaments Municipals, S.A.	CIF número B-66383902
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Barcelona d'Aparcaments Municipals, S.A.	CIF número B-66383902
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Barcelona d'Aparcaments Municipals, S.A.	CIF número B-66383902

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PARAL·LEL
PASSEIG DE GRACIA (GRACIA III)
PLAÇA DEL SOL
PLAÇA DELS ÀNGELS
RAMBLA CATALUNYA
SIRACUSA
TARRADELLAS I
TARRADELLAS II
TARRADELLAS III
URGELL
VALÈNCIA - CALÀBRIA
VILARDELL

ANNEX 2. SAMPLE WITHDRAWAL FORM

(Only complete and send this form if you wish to withdraw from the contract)

– For the attention of:

SABA Aparcamientos, S.A.

Avda Parc Logístic, 22-26, 08040 De Barcelona

Fax:

E-mail address:

– I/we hereby inform you (*) that I/we withdraw from my/our (*) service purchase agreement (*)

– Verification code number (*)

– Requested on/received on (*)

– Name of the consumer and user or of the consumers and users: (*)

– Address of the consumer and user or of the consumers and users: (*)

– Signature of the consumer and user or of the consumers and users *(only if this form is presented in hard copy)*

– Date