

Purpose of number plate recognition

The vehicle registration numbers are automatically recorded to determine the parking time, to establish the vehicle registration numbers in the event of violations of the posted conditions of use of the parking areas, to pursue any claims for payment, damages, protection of possession, injunctive relief, and to settle the parking fees charged. For further information on data protection and the contact details of the data protection officer, please refer to the information on data protection. The legal basis for the processing of the data is Art. 6 Para. 1 lit. b) and f) DS-GVO.



Notes on data protection

1. Name and contact details of the person responsible for data protection: Parking Solutions Deutschland GmbH ("PSD GmbH"), Münchner Straße 24, 85774 Unterföhring, Tel. +49 89 215 27859
2. Contact point for data subjects: PSD GmbH is the general contact point for data subjects who wish to assert their data subject rights. In the case of other data controllers in accordance with the agreement pursuant to Art. 26 DS-GVO, the data subjects have the possibility to assert their rights against each of the data controllers.
3. Contact details of the data protection officer of PSD GmbH: E-Mail: datenschutz@avantpark.de, Tel: +49 89 215282445
4. Number plate recording and processing: At the access points to the parking facility, the number plates of the vehicles entering and leaving the facility, including the front and rear of the vehicle, are automatically recorded by PSD GmbH using data processing and image software and stored with time, date and location stamp (see information signs and pictograms at the access points).
5. Purposes of the processing and storage of data as well as legitimate interests: The registration number is recorded in order to provide the contractually owed service (in particular comparison with deposited parking permits, processing of the parking procedure and settlement of the parking fee), as well as for the prosecution of violations of the posted contractual and setting conditions of the private parking facility (in particular assertion of claims for payment, damages, protection of seats and injunctive relief). In the event of violations of the provisions of the posted contractual and parking conditions, PSD GmbH may identify the owners of the vehicles at the Federal Motor Transport Authority and process and store this data for further legal prosecution and, if necessary, pass it on to third parties (e.g. lawyers and debt collection

- agencies). take) pass on.
6. The legal basis for the processing of the data is Art. 6 para. 1 lit. b) and f) DS-GVO.
 7. Storage period and criteria for determining the duration: Automatically recorded data is deleted again automatically immediately after leaving the parking facility, unless there is a specific reason for longer storage, e.g. due to a violation of the contract and setting conditions. If there is a justified reason for longer storage, the data will be deleted after expiry of the statutory periods, the necessity of storing the data will be reviewed regularly; in the case of statutory archiving obligations, the data will be deleted after their expiry, unless there is a specific reason for further storage.
 8. Recipients or categories of recipients of the personal data: Data collected shall be processed within the offices of the controller and by other offices if and insofar as they are authorised to do so and insofar as this is necessary for the fulfilment of legal obligations, e.g. the Federal Motor Transport Authority (Kraftfahrtbundesamt) to determine the owner and lawyers and collection agencies to enforce the law in the event of violations of the contract and hiring conditions.
 9. Notices of rights of data subjects: A data subject has the right against the data controllers to:
 - to request information from the controller pursuant to Article 15 of the GDPR as to whether personal data concerning them are being processed and to request the correction of inaccurate or incomplete data pursuant to Article 16 of the GDPR; and
 - to demand deletion, provided that there is a reason according to Art. 17 DS-GVO (right to deletion - "right to be forgotten"), e.g. if data is no longer required for the purposes,
 - Restriction of processing according to Art. 18The data subject shall have the right to obtain, in a

- structured, commonly used and machine-readable format, the personal data concerning him or her which he or she has provided to a controller, e.g. for the duration of the examination of an objection to the processing, and to transmit such data to another controller without hindrance from the controller to whom the personal data have been provided,
- The data subject may at any time object, on grounds relating to his or her particular situation, to the processing of personal data concerning him or her (Article 21 of the GDPR), which will result in the controller no longer processing the personal data, unless he or she can demonstrate compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject,
 - or for the establishment, exercise or defence of legal c l a i m s .
 - Data portability in a structured, common and machine-readable format to the data subjects or to another controller in accordance with Article 20 of the GDPR, for personal data that the data subjects have provided to the controllers.
 - Complain to a supervisory authority, without prejudice to any other administrative or judicial remedy, in particular in the Member State of his or her place of residence, place of work or place of the alleged infringement, if the data subject considers that the processing of personal data relating to him or her infringes the GDPR (Art. 77 GDPR). The supervisory authority responsible for the data controller is the Bavarian State Office for Data Protection Supervision, Promenade 18, 91522 Ansbach.

Terms and conditions of the private parking facility

1. Scope of application and conclusion of contract The operator of the parking facility is Parking Solutions Deutschland GmbH (appearing under the name of brand "Avantpark" and hereinafter referred to as "PSD GmbH"). By entering the private parking facility, the driver of the motor vehicle accepts the offer of the operator to conclude a usage contract in accordance with the following conditions. The operator is responsible for levying charges and increased usage fees in the event of a breach of the following contract and parking conditions.
2. Terms of use
 - 2.1 The Operator grants the driver of the vehicle - hereinafter referred to as the User - the opportunity to park his vehicle in a free parking space designated by the private parking facility in accordance with the conditions explained below. The contract does not establish any claim of the user against the operator for the provision of a parking space if all parking spaces are already occupied or otherwise used.
 - 2.2 Upon entering the parking facility, the user is obliged to comply with the information on the parking fee, the parking time and the restrictions of use given on the signage. If available, the user must observe the automatic traffic guidance, traffic and information signs and given guidelines. In all other respects, the provisions of the StVO apply mutatis mutandis.
 - 2.3 The user's choice of parking space is limited to the unreserved or rented parking spaces. Upon entering the parking facility, the user must immediately park the vehicle in an appropriate parking space (parking space search process). Vehicles may only be parked within the marked or otherwise designated parking spaces. If there are no obvious parking space markings, the vehicle must be parked in such a way that it does not obstruct and/or endanger other users. The user must follow the instructions of the operator's staff, if on site.
 - 2.4 The regulations of the StVO regarding the exemption from parking fees for severely disabled persons do not apply. If a specific parking space is reserved or rented and this is occupied by other motor vehicles without the tenant's instigation, section 3 applies accordingly.
 - 2.5 The parking space is deemed to have been properly handed over when the vehicle is actually parked by the user.
 - 2.6 The contractual obligation of the operator is limited to the provision of a free, available and accessible parking space for the contractually agreed parking period.
 - 2.7 The operator's duty to perform excludes, in particular, monitoring, surveillance, safeguarding and the provision of insurance cover for the parked vehicle or any other activity that goes beyond the mere provision of a parking space. The operator does not assume any duty of care.
 - 2.8 It is not permitted to park vehicles without third party liability insurance, without a valid official inspection sticker (e.g. HU, TÜV), without an official registration number (§23 StVZO), as well as with damage that can lead to the loss of fuel or lubricants or other defects that endanger the operation of the parking facility.
 - 2.9 The user is obliged to secure and carefully lock the parked vehicle in accordance with traffic regulations.
 - 2.10 When participating in traffic on the parking facility, in particular when entering and exiting, when participating in the search for a parking space and during the parking process, the user must observe the due care required in traffic in accordance with the regulations of the German Road Traffic Regulations (StVO). This also applies if employees of the operator assist the user with instructions.

- 2.11 The user must limit his or her stay in the parking facility to the time of the pure drop-off and pick-up process, including the payment process, if applicable. Staying in the parking facility beyond this time is not permitted.
- 2.12 Smoking is not permitted on the parking facility.
- 2.13 Winter services, in particular clearing and gritting, are only carried out to a limited extent on the parking facility. The user has no right to winter service.
- 2.14. The User authorises the Operator, at the expense and risk of the User, to have the vehicle towed away from the parking facility under special circumstances if:
 - A concrete danger emanates from the vehicle, in particular if the parked vehicle endangers the operation of the parking facility or the environment or the legal interests of third parties due to acute or imminent loss of fuel or lubricants or for other reasons;
 - The user's vehicle registration is missing;
 - If the vehicle is parked contrary to the conditions of use, illegally, obstructing or in parking spaces marked as reserved, especially if there is no proof of a parking permit.However, this does not constitute an obligation on the part of the operator to tow away the vehicle. In any case, the user remains responsible for the dangers emanating from his vehicle.
- 2.15. The operator is neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board.
3. Detection of parking space usage, measurement of usage and parking duration as well as billing of the parking fee
 - 3.1 To determine whether and when vehicles enter and leave the parking facility, a camera-based number plate recognition system is used at the access points. Here, the licence plate number of the user, including time, date and location, is recorded by data technology both when entering and when leaving the parking facility.
 - 3.2 For the measurement of the parking time and for the calculation and billing of the parking fee, the actual duration of use of the parking facility is determined automatically from the entry time.
 - 3.3 In order to control payment, the actual period of use of the parking facility between entry and exit time is determined automatically and compared with the transactions denominated in the official vehicle registration numbers. The separately signposted parking tariffs apply for use. If the user does not park his vehicle and leaves the parking facility with his vehicle again within the waiting time indicated on the signage for free use to search for a parking space, no fee is charged.
 4. Maximum parking time and charging of an increased usage fee by the operator in case of violation
 - 4.1 By entering the parking facility, the user agrees to the parking rates shown on the signage at the access points and to the regulations restricting the use of the parking facility and observing the maximum parking time.
 - 4.2 The amount of the increased user fee is indicated separately on the parking tariff signs.
 - 4.3 An increased usage fee shall apply in the following cases:
 - when leaving the parking facility without paying the parking fee in advance;
 - if the user does not leave the parking facility within 15 minutes after the paid parking time;
 - if the maximum parking time indicated on the signs is exceeded. For each commenced calendar day on which the maximum parking time is exceeded, an increased usage fee will be charged again, up to a maximum amount of EUR 500;
 - when using the parking facility without a valid parking permit.
 - 4.4 Vehicles with registration plates that are not

- registered with German authorities may be blocked by a technical device to prevent exit from the parking space used in order to secure the increased usage fee plus administrative expenses totalling € 80.00 due to the difficulty in identifying the owner.
- 4.5 In addition to the usage fee, the Operator reserves the right to charge the User for any costs and expenses incurred by it as well as any further damages in connection with the collection and enforcement of the usage fee.
 5. Opening hours The parking facility can be temporarily closed or reserved by the operator. In this case, the operator will announce the temporary closure of the car park in good time with appropriate notices at the access points.
 6. Parking fee
 - 6.1 If a parking fee is charged, the parking tariffs, on the basis of which the parking fee is calculated according to the period of use of the parking facility, are displayed at the entrances and accesses to the parking facility as well as at the pay stations.
 - 6.2 The parking fee is charged by long-term parking permit or by billing according to the actual parking time.
 - 6.3 The parking fee is to be paid immediately before leaving the parking facility by stating the official parking number. The vehicle registration number of the parked vehicle must be paid for at the automatic pay station.
 - 6.4 Payment of the parking fee can also be made using the smartphone app shown on the information signage and in accordance with the instructions contained therein. The instructions of the app must be observed.
 7. Consent to the collection and processing of data
 - 7.1. The operator may collect personal data from users in the parking facility. The collection of data is limited to what is necessary to ensure the contractual operation of the parking facility and to provide the contractual services. The operator is the responsible party within the meaning of the German Data Protection Regulation (DS-GVO) (see "Information on data protection").
 - 7.2. In the event of a breach of the provisions of these Terms and Conditions of Contract and Parking, the Operator may collect and process further data, in particular the data of the vehicle owner, by means of a query to the Federal Motor Transport Authority or other authorities or service providers. Such a query is made exclusively for the enforcement and prosecution of any claims against the vehicle owner, driver or vehicle user arising from or in connection with the use of the parking facility, in particular claims for payment, damages, protection of possession and/or injunctive relief.
 - 7.3. By entering, the user agrees to the collection, storage and further processing of his data.
 8. Limitation of liability
 - 8.1. The user uses the parking facility at his or her own risk. In particular, the operator is not liable for damage caused by other users or third parties.
 - 8.2. The liability of the operator, their employees or vicarious agents for damages and claims for damages is limited to intent and gross negligence, unless they relate to injury to life, limb or health.
 - 8.3. The user is liable for all damage caused to the operator or third parties by him, his representatives or accompanying persons. The user is obliged to report any damage to the operator immediately. Furthermore, the user is liable for culpably caused soiling of the parking facility, including any existing green areas.
 9. Place of jurisdiction If the user is an entrepreneur, Munich is agreed as the place of jurisdiction for all legal disputes,