

TERMS AND CONDITIONS OF PURCHASE

1. GENERAL INFORMATION

These Terms and Conditions govern the parking Services and Products (hereinafter “the Service(s) and Product(s)”) by which the SABA Group companies identified in Annex 1 (hereinafter, “SABA”), has made available through the Website to Individuals, (hereinafter, the “Customers” or the “Customer”), to be contracted on the Website www.saba.es (hereinafter, the “Website”) and the SABA App (hereinafter, the “App”).

Annex 1 contains the identification details of the company which the Customer enters into contract with depending on the location of the car park, which will, in turn, be responsible for the personal data provided by the Customer, together with the company Saba Aparcamientos, S.A., owner of the Website and the App.

Purchase of the Services and Products 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 get in touch with SABA with any questions or concerns related to his/her purchase, he/she may use the postal addresses indicated in Annex 1, via the WhatsApp number 662 418 060 or by sending an email to atclientesaba@sabagroup.com.

These Terms and Conditions are applicable as of their date of publication on the Website/App and cannot be applied to contracts concluded prior to the publication thereof. Each contract on the Web Site/App is governed by the Terms and Conditions applicable on the date of purchase and payment of the contracted Service or Product. To this end, Customers should read the Terms and Conditions before using and/or contracting any of the Services or Products.

The Customer must accept the Terms and Conditions of Purchase prior to purchasing the Service or Product if he/she agrees, in order to access the payment screen once the Service or Product he/she wishes to purchase has been selected. The procedures for contracting and/or using the Service or Product are those described herein, as well as any other specific procedures indicated on the screen while browsing, in order for the Customer to declare that he/she is aware of and accepts these procedures as necessary for contracting the Service or Product.

The Services or Products offered on the Web Site/App, together with their characteristics, descriptions and total price, as well as the corresponding legal guarantee and, if applicable, other commercial guarantees that may assist the Customer will appear on the screen.

SABA reserves the right to decide, at any time, which Services and Products it will offer to Customers through the Web Site/App. Thus, SABA may, at any time, add new Services or Products, it being understood, unless otherwise stated, that such new Services and Products shall be governed by the provisions of the Terms and Conditions in force at that time. Furthermore, SABA reserves the right to cease providing access, at any time and without notice, to any of the Services or Products offered on the Website/App.

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 on the Website/App. The Customer shall be subject to the appropriate version of the current document accepted beforehand upon making a purchase.

3. PURCHASING PROCESS THROUGH THE WEBSITE/APP

To start the purchase process, the Customer must have registered as a User on the Website/App beforehand and be at least 18 years old.

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

Contracting shall take place by the Customer filling out 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 entered into.

During the purchasing process, once the form has been filled out and sent, clicking the "Pay and Finalise Purchase" button 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.

Upon making the purchase, the Customer will receive a verification code (hereinafter, the "Code"). The Code provides the right to avail of the service contracted.

Only the Code is fully redeemable. Certain Products or Services can only be redeemed physically at the car park that is the subject of the contract. Notification thereof shall be provided during the contracting process.

In the event that the Services or Products contracted consist of the purchase of hours or a pre-paid credit (for example, Tempo, Hourly Vouchers or Euro Vouchers), the availability of spaces shall 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 subscriptions, SABA shall notify the Customer by email in the event that the Service contracted cannot be provided under the agreed conditions. In such a case, SABA shall make available and the Customer will be able to choose either:

- a) Another similar service (if available); or
- b) Reimbursement of the purchase price of the Service that was originally contracted.

Furthermore, the formalisation of the subscription shall be subject to certain documentation being submitted and the contract being signed, in the manner indicated during the purchase process.

4. PRICE AND PAYMENT METHOD

The prices for the Services shown on the Website/App shall be expressed in euros and include any applicable taxes and other costs that may be applicable. 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 or Product 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 Customer in the future. In this regard, the Customer must fill out the information or the form to which he/she is redirected, depending 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 undertake 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 securely with a debit or credit card.

Depending 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 hereby 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. CONDITIONS OF USE OF THE CODE

The purchase of Services or Products is understood to be made for personal use, either by the Customer or by any third party designated by the Customer. In the event that the purchase of products or Services involves the generation of a code, the following is expressly prohibited:

- a) The sale or use for the Code for profit;
- b) Copying the Code.

Once the Code has been issued, the Customer alone shall be responsible for the safekeeping thereof. SABA shall not be held responsible for any loss or theft of the Code. Use of the Code for purposes other than those stipulated in these Terms and Conditions:

- a) May lead to cancellation of the Code;
- b) 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 hereby informs you that, subject to the conditions set forth in this clause, you shall have the right to withdraw from the same without providing justification with regard to the following Services:

- a) Monthly subscriptions 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 multiday 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;
- b) 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;
- c) 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 terminate 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 aforementioned 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 on which the Customer informed 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 shall 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 provisions of this clause shall not affect the legal rights that apply to the Customer as consumer and user, nor to his/her right to withdraw from the Contract.

8. PRIVACY AND PERSONAL DATA PROTECTION POLICY

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

9. DURATION AND TERMINATION OF THESE TERMS AND CONDITIONS

These Terms and Conditions are valid for an indefinite term.

10. CANCELLATION OF SERVICES AND PRODUCTS

The Customer may cancel the Services and Products pursuant to the following terms:

- a) Subscriptions: can be cancelled before the 25th of the previous month.;
- b) 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.;
- c) Promotional campaigns, shall be subject to the terms stipulated in the offer, promotion, advertising or in the contract itself.

SABA may cancel the Service by sending a notification to the associated e-mail address and/or indicated

by the Customer 15 days in advance. No cause need be given; the cancellation of the Service by SABA does not entitle the Customer to any compensation whatsoever, without prejudice to SABA's reimbursement to the Customer of any amounts paid and not enjoyed by the Customer as a result of the early termination of the relationship by SABA, where applicable.

Such notice shall not be required in the event that the Service is suspended as a result of the Customer's incorrect use of the Website/App or the user account, which may adversely affect its service, or in the event of a serious breach of any other of the Customer's obligations, including being up to date with payment for SABA's paid Services in order to enjoy them.

SABA's Privacy and Cookie Policy indicates how SABA shall process the Customer's data following de-registration.

11. ALTERNATIVE DISPUTE RESOLUTION

For contracts concluded online through our Website/App, in accordance with EU Regulation No 524/2013, we hereby inform you that you have the right to request an out-of-court settlement of consumer disputes accessible at <http://ec.europa.eu/consumers/odr/>.

12. 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/App, 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 matter.

13. APPLICABLE LAW

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).

DATE: 1st of December 2020

ANEXO 1: SABA GROUP COMPANIES

Sociedad	País	NIF	Domicilio social	Domicilio fiscal
Saba Infraestructuras, S.A.	España	A65550311	Av. Parc Logístic, 22 - 08040 Barcelona	Av. Parc Logístic, 22 - 08040 Barcelona
Saba Aparcamientos, S.A.	España	A08197931	Av. Parc Logístic, 22 - 08040 Barcelona	Av. Parc Logístic, 22 - 08040 Barcelona
Societat d'Aparcaments de Terrassa, S.A.	España	A61597183	Plaça Vella, Aparcam. Subsuelo s/n 08221 - Terrassa (Barcelona)	Av. Parc Logístic, 22 - 08040 Barcelona
Saba Aparcamet de Santa Caterina, S.L.	España	B64359573	Av. Parc Logístic, 22-26 - 08040 Barcelona	Av. Parc Logístic, 22 - 08040 Barcelona
Saba Park, S.L.	España	B66101775	Av. Parc Logístic, 22 - 08040 Barcelona	Av. Parc Logístic, 22 - 08040 Barcelona
Saba Car Park S.L.U	España	B66248774	Av. Parc Logístic, 22 - 08040 Barcelona	Av. Parc Logístic, 22 - 08040 Barcelona
Barcelona d'Aparcaments Municipals, S.A.	España	A66383902	Av. Parc Logístic, 22 - 08040 Barcelona	Av. Parc Logístic, 22 - 08040 Barcelona
Aparcamiento Gran Bulevar, S.L.	España	B74445784	C/ Victor Chavarri, s/n (Aparcamiento Gran Bulevar) - 33001 Oviedo (Asturias)	Av. Parc Logístic, 22 - 08040 Barcelona
Saba Aparcamiento Delicias, S.L.	España	B-09779257	Av. Parc Logístic 22-26 - 08040 Barcelona	Av. Parc Logístic 22-26 - 08040 Barcelona

ANNEX 2: WITHDRAWAL FORM TEMPLATE

You should only fill out and send this form if you wish to withdraw from the contract.

– FAO:

[SABA COMPANY NAME]

Address: Avda Parc Logístic, 22-26, 08040 Barcelona

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 consumers and users: (*)

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

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

– Date

Signature