

General Terms and Conditions for Car Parks and Parking Garages

1. General provisions

1.1. The use of the car parks and parking garages or the parking and storage areas (hereinafter referred to as "operating location") is only permitted after conclusion of a user contract. The contract of use is concluded by the operator with the user of the operating location (hereinafter referred to as "customer").

1.2 Arivo GmbH, 8020 Graz, Am Innovationspark 10, is not the operator of the parking areas or car parks, but merely a processor.

1.3 The contract does not fall within the scope of the Austrian Tenancy Act (Mietrechtsgesetz - MRG, BGBl. No. 520/1981) and the provisions of the MRG are not applicable.

1.4 Each customer agrees to these terms of use upon conclusion of the contract of use. If the terms of use are rejected, it is possible not to use the parking spaces or, in the case of car parks, to exit immediately after entering the car park.

2. Tariffs, other charges and operating hours

2.1 The applicable tariffs, other charges and the respective operating hours can be found on the notice board for the relevant parking area or car park.

2.2 Entry and exit or entry and exit as well as access are generally only possible within the operating hours by means of authorisation.

3. Subject matter of the contract

3.1 Upon conclusion of the contract of use, the customer receives the authorisation to park a vehicle that is safe to use and roadworthy in a marked, free and suitable parking space or parking bay. If there are any restrictions (e.g. reservations, restrictions on parking duration), these must be observed.

3.2 Marked disabled parking spaces may only be used by people with disabilities with a valid, clearly visible pass for people with disabilities in accordance with § 29b of the Road Traffic Regulations 1960 - StVO 1960, Federal Law Gazette No. 159/1960, or a disability pass in accordance with the Federal Disability Act, Federal Law Gazette No. 283/1990, with the additional entry "Unreasonable use of public transport due to permanent mobility restriction due to a disability".

3.3 The StVO 1960, as amended, shall apply mutatis mutandis at the operating site. A prescribed speed limit must be observed.

4. Liability

4.1 Under no circumstances shall the operator be liable for the behaviour of third parties (e.g. theft, burglary, damage), regardless of whether they are authorised or unauthorised to be at or in the operating location.

4.2 The operator shall not be liable for damage caused directly or indirectly by force majeure.

4.3 The customer is obliged to properly secure and lock the parked vehicle and to leave the operating site immediately.

5. parking the vehicle

The vehicle must be parked within the designated parking areas in such a way that neither unauthorised use of other dedicated areas nor obstruction of third parties occurs.

In the event of an offence, the operator is entitled to charge a penalty in accordance with the notice (tariff information).

6. Loss of or damage to the parking authorisation medium

6.1 The parking authorisation medium must be stored carefully and properly. The customer bears the risk of damage and loss.

7. Rules and regulations

7.1 Vehicles brought into the operating site must be roadworthy and operationally safe and authorised for traffic.

7.2 In particular, the following are prohibited

7.2.1 The parking and storage of objects of all kinds, in particular flammable and explosive substances;

7.2.2 Smoking and the use of fire and naked flames;

7.2.3. prolonged running and testing of the engine and honking the horn;

7.2.4. parking a vehicle with a leaking operating system (in particular fuel, oil or other fluids) or other defects, in particular safety-related defects, and vehicles that do not comply with traffic regulations (e.g. invalid or expired inspection sticker);

7.2.5. parking vehicles without a police licence plate or without affixing a replacement licence plate without the consent of the operator;

7.2.6. maintenance, care and repair work, in particular refuelling vehicles, charging starter batteries and draining cooling water;

7.2.7. parking the vehicle in violation of traffic regulations or the contract, e.g. in lanes, in front of

7.2.8. emergency exits, on pedestrian paths, in front of doors / gates and exits, in the movement area of doors / gates;

7.2.9. travelling on the company premises with skateboards, scooters or inline skates, and other sports or play equipment;

7.2.10. Distributing advertising material without the written consent of the operator.

8. right of retention

8.1 The Operator shall have a right of retention to the parked or brought-in vehicle to secure the payment claims and all claims against the Customer arising in connection with the parking or hiring, even if the vehicle does not belong to the Customer but to a third party.

8.2 In order to secure the right of retention, the Operator may prevent the removal of the vehicle by suitable means. The exercise of the right of retention can be averted by a security deposit.

9 Behaviour in the event of fire

9.1 In the event of fire or the smell of fire, the fire alarm must be activated and the fire brigade notified immediately (emergency call 122).

9.2 Lifts are not to be used in the event of fire.

10. image recordings

10.1 The operator uses image recordings for the following purposes:

10.1.1.1. use of the vehicle licence plate as a parking authorisation medium for entry and exit (visual or automated),

10.1.1.2. to protect property, the operated parking area or the garage or building and to comply with due diligence obligations

10.2 Image recording and processing is carried out in accordance with the provisions of Sections 12 and 13 of the Data Protection Act (DSG), Federal Law Gazette I No. 1651999, as amended, and the General Data Protection Regulation (GDPR), as amended.

11. data protection

The operator processes the necessary personal data of customers for the purpose of contract fulfilment. Information on data processing can be found in the data protection declaration in accordance with the GDPR, which is provided in the course of concluding a user contract.

Sölden, February 2024