PORT OF KIEL

GENERAL TERMS AND CONDITIONS

for using Port Parking-facility at Ostseekai Terminal
of SEEHAFEN KIEL GmbH & Co. KG
valid from 01 July 2026

§ 1 SCOPE

These conditions for parking apply to parking space bookings ("Port Parking") via the online parking booking system embedded on the PORT OF KIEL website, as well as to parking vehicles in the Ostseekai parking facility, located at Ostseekai, 24103 Kiel, Germany.

The provider of the parking service and the customer's contractual partner with regard to use of the parking facility is exclusively SEEHAFEN KIEL GmbH & Co. KG, Schwedenkai 1, 24103 Kiel, Germany, hereinafter referred to as "PORT OF KIEL".

myParkFly UG (haftungsbeschränkt), Pappelallee 78, 10437 Berlin, Germany, hereinafter referred to as "myParkFly", provides the embedded online parking booking system and acts, in connection with the mediation, conclusion and processing of parking bookings, exclusively in the name and for the account of PORT OF KIEL.

myParkFly is not the operator of the parking facility, not the provider of the parking service and does not become the customer's contractual partner with regard to use of the parking facility.

§ 2 CONCLUSION OF CONTRACT / RENTAL CONTRACT

The prospective renter shall provide PORT OF KIEL with the following information via a binding booking request:

- Surname, first name
- Full address including postal code and city
- Email address
- Vehicle registration number
- Beginning and end of the rental period (first and last day)

The booking request is an offer for the conclusion of a rental contract for a parking space at the Ostseekai parking facility with PORT OF KIEL.
The offer is binding. It may be accepted by PORT OF KIEL within seven calendar days after receipt by means of a booking confirmation sent by email.
The booking confirmation may be sent automatically via the online parking booking system in the name and for the account of PORT OF KIEL.

The rental contract for the parking space is concluded exclusively between the customer and PORT OF KIEL upon receipt by the customer of the booking confirmation by email.

myParkFly is authorised by PORT OF KIEL to mediate, negotiate and/or conclude parking bookings in the name and for the account of PORT OF KIEL. myParkFly does not act in the name, interest or on behalf of the customer.

Upon receipt of the booking confirmation, the renter must pay the rent for the entire rental period. Payment is made using the payment methods offered during the booking process.

After successful payment, the renter will receive a confirmation email with directions. The customer's name, vehicle registration number and booking confirmation are required for authorisation by the car park staff to enter the parking area. Vehicles without parking permission may be removed at a charge.

§ 3 OBJECT OF THE CONTRACT

Upon conclusion of the rental contract, PORT OF KIEL grants the customer the right to park their vehicle once at the Ostseekai parking facility for the agreed rental period.
Caravans and passenger vehicles with trailers are not permitted.
No right to a particular parking space is granted. Vehicles without valid parking permission may be removed at a charge.
The car park is only open on cruise ship call days. Vehicle pick-up is possible on these days only.
Access to the car park or vehicle pick-up outside opening hours may be granted at a charge in exceptional cases.

The right of use may not be transferred to a third party.

Use of the parking facility is at the customer's own risk. PORT OF KIEL accepts no duty of care. Surveillance or safekeeping of the vehicle and the provision of insurance cover are not part of the contract.

§ 4 RENTAL PRICE AND PAYMENT

Rental prices are calculated according to the price list published at www.portparking.de or the price displayed during the booking process. The specific amount of rent is based on the booking request and the booking confirmation. The rent is payable immediately in advance. Prices include statutory value-added tax.

Payments via the online parking booking system are accepted by myParkFly exclusively in the name and for the account of PORT OF KIEL. PORT OF KIEL has expressly authorised myParkFly to accept payments owed under parking bookings mediated or concluded via the online parking booking system with debt-discharging effect for PORT OF KIEL.

A payment by the customer to myParkFly is therefore deemed to be a payment to PORT OF KIEL.
When accepting payments, myParkFly acts exclusively in the name and for the account of PORT OF KIEL and not in the name, interest or on behalf of the customer.
myParkFly does not provide an independent payment service to the customer. The acceptance of payment is carried out exclusively as an ancillary service to the mediation and/or conclusion of the rental contract between the customer and PORT OF KIEL.

PORT OF KIEL is the customer's point of contact for all questions regarding the parking booking, the parking facility, performance of the parking service, withdrawal, cancellation or reimbursement. Individual processes may be technically handled via the online parking booking system.

§ 5 INSTRUCTIONS ON CANCELLATION

Consumers have a statutory right of cancellation, unless excluded by law. Pursuant to § 13 BGB, a consumer is any natural person who enters into a legal transaction for purposes that are predominantly outside their trade, business or profession.

Right of cancellation
You have the right to cancel this contract within 14 days without giving any reason.
The cancellation period is fourteen days from the date of conclusion of the contract.
To exercise your right of cancellation, you must inform PORT OF KIEL, SEEHAFEN KIEL GmbH & Co. KG, Schwedenkai 1, 24103 Kiel, Germany, telephone +49 431 9822-399, portparking@portofkiel.com, of your decision to cancel this contract by means of a clear statement, for example by letter sent by post or by email.
You may use the attached sample cancellation form, but this is not mandatory.
To meet the cancellation deadline, it is sufficient for you to send your notification of exercising your right of cancellation before the cancellation period has expired.

Consequences of cancellation
If you cancel this contract, PORT OF KIEL must refund all payments PORT OF KIEL has received from you without undue delay and no later than fourteen days from the day on which PORT OF KIEL receives your notice of cancellation of this contract.
The refund may be technically processed via the online parking booking system or by myParkFly in the name and for the account of PORT OF KIEL. For this refund, the same payment method used for the original transaction will be used unless expressly agreed otherwise with you. In no case will you be charged any fees for this refund.

If you requested that performance of the service begin during the cancellation period, you must pay PORT OF KIEL an appropriate amount corresponding to the proportion of the services already provided up to the time at which you inform PORT OF KIEL of the exercise of your right of cancellation, compared with the full scope of the services provided for in the contract.

§ 6 WITHDRAWAL / WITHDRAWAL FEE

The renter may withdraw from the rental contract before the agreed start of the rental period.
Withdrawal may only be made in writing or by email. The withdrawal must be addressed to: SEEHAFEN KIEL GmbH & Co. KG, Schwedenkai 1, 24103 Kiel, Germany, email: portparking@portofkiel.com.
The technical processing of the withdrawal may be carried out via the online parking booking system.

The effectiveness of the withdrawal depends on the time of receipt of the withdrawal notice by PORT OF KIEL:
- The renter may withdraw free of charge up to 14 days before the start of the rental period.
- In the event of withdrawal up to 1 day before the start of the rental period, PORT OF KIEL will reimburse the renter 65% of the rental price after deducting a withdrawal fee.
- In the event of a later withdrawal and/or if the parking facility is not used, no refund will be made and the renter will owe the full rental price.

The renter is free to prove that PORT OF KIEL has not suffered any damage or that the damage incurred is lower than the agreed withdrawal fee of 35% of the rental price.

§ 7 TERMINATION OF THE RENTAL CONTRACT

After expiry of the rental period, the renter must remove the vehicle. In the event of non-compliance, PORT OF KIEL reserves the right to remove the vehicle at the risk and expense of the renter.
Furthermore, PORT OF KIEL is entitled to compensation for use for the entire parking period until removal of the vehicle, amounting to the rental price as stated in the price list.

§ 8 LIABILITY OF PORT OF KIEL

PORT OF KIEL is liable only for damages caused by PORT OF KIEL, its employees or persons commissioned by it.
PORT OF KIEL is specifically not liable for damages resulting from flooding or for damage, destruction or theft of vehicles located in the parking facility or their contents, where such damage is solely caused by the renter, other renters or other third parties.
The renter must report any damage to PORT OF KIEL without delay, preferably before leaving the parking facility. Claims for damages are excluded if notification is not made in due time, insofar as PORT OF KIEL had no opportunity to inspect the damage due to the delayed

notification. The limitations and exclusions of liability do not apply to damages arising from injury to life, body or health where PORT OF KIEL is responsible for the injury, nor to damages caused by intentional or grossly negligent breach of duty by PORT OF KIEL.

Furthermore, they do not apply in the event of intentional or negligent breach of contractual duties that are essential for the proper performance of the contract and on whose compliance the customer may regularly rely. A breach of duty by legal representatives or vicarious agents of PORT OF KIEL is equivalent to a breach of duty by PORT OF KIEL.

§ 9 LIABILITY OF THE RENTER

The renter is liable for all damages incurred by PORT OF KIEL or third parties where these are caused by the renter, their employees, persons commissioned by them or persons accompanying them.

This also applies to any contamination of the parking facility or disposal of waste.

§ 10 RIGHT OF LIEN

PORT OF KIEL shall have a right of retention and a statutory right of lien concerning the renter's parked vehicle for claims arising from the rental contract, insofar as the statutory requirements are met.

§ 11 TERMS OF USE / PROHIBITIONS

Vehicles shall be parked at the Ostseekai parking facility in such a way that customers in neighbouring parking spaces can access their vehicles without difficulty.
Traffic signs, markings and any other signs must be observed.
The rules of the German Road Traffic Regulations (StVO) apply accordingly.
Customers must follow instructions given by PORT OF KIEL employees and persons commissioned by it.
Customers must drive at walking speed.

The following is prohibited:

- Filling fuel tanks or carrying out vehicle care, repair or maintenance of any kind
- Storing or disposing of objects, operating materials or waste of any kind
- Parking vehicles with fluid leaks (fuel, oil, antifreeze, etc.) or other defects that may cause damage to the site
- Parking vehicles not approved for road use, that do not meet statutory technical requirements or are not covered by statutory liability insurance
- Unnecessary running or testing of engines
- Parking caravans and passenger vehicles with trailers
- Smoking or the use of fire

In the event of imminent danger or non-compliance with these conditions for parking, PORT OF KIEL is entitled to relocate or remove the vehicle from the parking facility at the renter's expense and risk.

§ 12 DATA PROTECTION

The order, contact, payment and vehicle data collected as part of the booking are processed insofar as this is necessary for processing the booking, concluding and performing the rental contract, processing payments, using the parking facility and handling enquiries, withdrawals, cancellations or reimbursements.
PORT OF KIEL uses myParkFly as a technical platform and commercial agent for the mediation, conclusion and processing of parking bookings. myParkFly processes personal data insofar as this is necessary for providing the online parking booking system, mediating, concluding and processing the parking booking and processing payments in the name and for the account of PORT OF KIEL.
Where necessary for payment processing, personal data may be transmitted to integrated payment service providers.
Further information can be found in the applicable data protection information of PORT OF KIEL.

§ 13 FINAL PROVISIONS

The laws of the Federal Republic of Germany shall apply.
The place of performance and place of jurisdiction is Kiel, insofar as such an agreement is permitted by law.
Should one or more clauses of these conditions for parking be or become invalid, this shall not affect the validity of the remaining clauses.

Information pursuant to § 36 VSBG:
PORT OF KIEL is not willing to participate in procedures for settling consumer disputes before a consumer arbitration body and is not obliged to do so.

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– Managing Director –