

# **Parkeaz Terms & Privacy Policy Information**

## **Parkeaz Parking Management - Terms and Conditions**

Welcome to Parkeaz ("Parkeaz") services, below is a list of the terms and conditions for using the service.

### **OUR SERVICES: AN OVERVIEW**

Parkeaz offers 24/7 access to the registration of vehicles for paid and free parking services through the digital registration of your license plate and vehicle information. Parkeaz is a software interface providing real-time information for parking management companies, property owners, landlords, other entities, or their designated agents. This information may be used by the above parties to monitor and enforce the parking for authorized use, access, payment compliance, and other applicable uses by law. Parkeaz does not manage the day-to-day parking for the location and is not a parking management company or parking enforcement company. By logging into your account, you agree to the below Terms and Conditions. The following Terms and Conditions form a part of your parking agreement (the "Agreement") with Parkeaz ("us" or "we"). Please read them carefully.

### **RESTRICTIONS**

1. Parking registration is for the licensed use of parking space only and are subject to the rights and restrictions associated with your selected parking spot and location.
2. We have no control over any aspect of your parking at a Parking Location. You are responsible for determining your own safety and the safety of your vehicle and article left in your vehicle at any Parking Location.
3. We are not responsible for damage to your vehicle, loss of your vehicle, or loss of articles left in your vehicle or for any personal injury in any circumstances, including, without limitation: fire, weather, or other Act of God; theft or other criminal activity of any kind; mechanical defects; accidents; or your Use of the Platform, whether in-motion or at rest. You park at your own risk at any Parking Location, and you will have no recourse against us or have any cause of action against us in connection with any parking at any Parking Location.
4. We do not guarantee the availability of parking at all times. Your selected lot may, from time to time, be unavailable. It is based on first come first served.
5. Parking registrations, whether paid or free, cannot be modified, changed, removed, or refunded. You are responsible for ensuring the registration information is accurate at all times including license plate information, vehicle information, length of parking time, email address, phone number, and all other entered information for the parking registration. Information for a registration cannot be changed after ordering the parking registration. For residential permit accounts, no additional time will be added back to your account due to incorrect, duplicate, or other registration errors made by you or your guest.
6. No refunds will be provided for incorrect license plates entered, duplicate parking registrations, unused parking time, early termination of permit, etc. You are responsible for entering all valid information and time selection.

7. Parkeaz is not responsible for any parking enforcement action made against your vehicle due to incorrect vehicle information, expired parking registration, unregistered vehicles, enforcement company error, property management or property owner error, parked in an unauthorized area, unauthorized or restricted vehicle, user error, etc.
8. Any additional terms and conditions displayed on the signage at the parking facility must be observed.
9. We reserve the right to waive any of these Terms and Conditions from time to time in our sole discretion. Any such waiver on one occasion will not be construed as a general waiver, or waiver of the same term on a subsequent occasion.
10. These Terms and Conditions are subject to change by us from time to time. A current version can be accessed through our website.

## **PRIVACY POLICY**

### **1. Scope**

We are committed to respecting your privacy and complying with applicable data protection and privacy laws. We have provided this Policy to help you understand how we collect, use, and protect your information. We wish to help you make informed decisions.

- All capitalized terms used herein are defined in the last section of this Policy.
- When you open an account with us and Use our Platform, you are directed to this Policy and required to accept and/or agree to this Policy. Each time you Use our Platform and each time you provide us with information or data to us via the Platform or otherwise, you are accepting and agreeing to the current version of this Policy and consent and agree to our collection and processing of your information as set forth in this Policy.
- We may amend, update, modify, or revise this Policy at any time by posting an amended, updated, modified, or revised version of the Policy on our Site. The revised version will be effective as of the published effective date. Your continued Use of our Platform after such effective date indicates your acceptance of and agreement to the amended, updated, modified, or revised Policy. You should check our Policy periodically for modifications.
- This Policy does not apply to any website or application owned and/or operated by or on behalf of any third party, even if we provide a link to such website from our Platform.
- Note that this Policy contains several important exceptions. Please read the entire Policy to be sure that you understand these exceptions.

### **2. How We Collect Information and What We Collect.**

When you open an account with us, whether by downloading and installing the App, creating an account on our Site, or contacting Member Services, we collect Personal Information consisting of, at a minimum, your name, email address, mobile phone number, vehicle license tag number and issuing jurisdiction, Username and password.

- Over the course of your Use of the Platform, we may collect additional Personal Information such as: your mailing address, billing address, Transaction data; GPS data; information that you voluntarily provide like User Content; information received from your credit card provider, or financial institution; information necessary to address your help requests or to troubleshoot problems; information provided in connection with your membership level; information contained in any communication you have with us; and your Username and password.
- We may collect and store information about you in connection with your use of the Service, including any information you transmit to or through the Service. We use that information to provide the Service's functionality, fulfill your requests, improve the Service's quality, engage in research and analysis relating to the Service, personalize your experience, track usage of the

Service, confirm payment compliance, provide feedback to third party businesses that are listed on the Service, display relevant advertising, market the Service, provide customer support, message you, back up our systems, allow for disaster recovery, enhance the security of the Service, and comply with legal obligations. Even when we do not retain such information, it still must be transmitted to our servers initially and stored long enough to process.

- We and our service providers use Cookies and other tools (such as log files, clickstream data, and referrers) to collect information about your Use of the Platform such as: IP address and information about the device you use to access the Platform, such as your Media Access Control (MAC) address, computer type (Windows or Macintosh), screen resolution, operating system name and version, device manufacturer and model, language, Internet browser type and version, the name and version of the Platform you are using, traffic data, landing and exit pages, etc.
- We also collect or compile other Anonymized Data about you (such as enrollment numbers, demographic group information, or gender) on an aggregated and de-identified basis. We may use or share such information with third parties for any lawful purpose.

### **3. Use of Cookies**

We use Cookies for various purposes, such as to save you the need to re-enter your Username and password each time you log-in, to facilitate the use of our Site, to collect statistical information, to verify information, and to customize our Site to your personal preferences and for information security purposes. Some Cookies may expire when the session ends and you exit your browser while other Cookies are saved on your device or computer. To learn out more about Cookies, go to [www.allaboutcookies.org](http://www.allaboutcookies.org).

### **4. How We Use Personal Information.**

We use your Personal Information and Messaging to:

- provide you with parking information at or near you or at your location.
- provide you with navigation services to your parking locations.
- facilitate, process, confirm payment compliance, and document your Transactions using your information you provided.
- in some instances, serve as the merchant of record for the purpose of settling your Transactions using your Payment Information.
- offer or process, either directly or via a third party, automated billing and similar programs in which you may elect to participate.
- provide you with support and responses to requests and complaints.
- operate the Platform and to improve, enhance, and customize your experience with the Platform.
- send you updates, notices, announcements, and additional information related to the Platform, enforcement of parking regulations, and its Use.
- send you marketing, advertising material, and other content and provide you with information and advertisements about sites, shops, amenities, offers, discounts other places and attractions in your close vicinity, or that we believe you may find interesting. These communications are aimed at driving engagement and maximizing what you get out of our services.
- improve the user experience for you and other users.
- create Anonymized data.
- administer and conduct surveys, contests, questionnaires, discount or rewards programs, sweepstakes, or promotions for ourselves or third parties.
- analyze and monitor Platform usage and make improvements.

- help secure the Platform, prevent fraud, enforce payment compliance, and enforce our policies.
- facilitate communication between you and Parkeaz.
- comply with any applicable law and assist law enforcement agencies under applicable law.
- troubleshoot and address outages, malfunctions, or problems that you are having with our Platform.
- facilitate the termination of your account and retain your Personal Information for archival purposes or when we are required to retain such information by law or pursuant to our other agreements.
- take any action in any case of dispute, or legal proceeding of any kind between you and Parkeaz.
- make required reports to Transaction Entities and our other partners and service providers.
- provide you with your parking history.
- contact you about our other products and services or those of our Affiliates or, if you agree, those of other third parties.
- contact the relevant authorities on your behalf regarding your Parking Penalties, if you request us to do so.
- provide requested information to relevant authorities upon the request of such authorities.
- collect or attempt to collect any unpaid amounts owed by you.
- perform other activities with your consent.
- conduct data analysis, audits, develop new products, identify usage trends, determine the effectiveness of our promotional campaigns, and operate and expand our business activities.
- we use collective learnings about how people use our services and feedback provided directly to us to troubleshoot and to identify trends, usage, activity patterns and areas of integration and improvement of the services.
- If you are an individual in the European Economic Area (EEA), we collect and process information about you only where we have legal bases for doing so under applicable EU laws. The legal bases depend on the services you use and how you use them. This means we collect and use your information only where: we need it to provide you the services, including to operate the services, provide customer support and personalized features and to protect the safety and security of the services; it satisfies a legitimate interest (which is not overridden by your data protection interests), such as for research and development, to market and promote the Services and protect our legal rights and interests; we need to process your data to comply with a legal obligation; or you give us consent to do so for a specific purpose. If you have consented to our use of information about you for a specific purpose, you have the right to change your mind at any time, but this will not affect any processing that has already taken place. Where we are using your information because we or a third party have a legitimate interest to do so, you have the right to object to that use though, in some cases, this may mean no longer using the services.
- For all other legal purposes.

## **5. How We Use Anonymized Data.**

We use Anonymized Data:

- To properly operate and improve the quality of the Platform.
- To enhance your experience.
- To create new services, features, or products, including customized services, and change or cancel existing service.
- For internal, external, commercial, analytical, and statistical purposes.

## **6. How We Share Information & THIRD PARTIES**

Third parties may receive information about you as follows:

- **Advertisers:** We may allow third parties to use Cookies through the Service to collect the same type of information for the same purposes as we do.
- **Aggregate or Anonymous Information:** We may share user information in the aggregate with third parties, such as businesses that you frequent or are in the general area you visit. For example, we may disclose the number of users that have been exposed to, or clicked on, advertisements. We may also disclose anonymized information about your use on Parkeaz.
- **Investigations and Legal Disclosures:** We may investigate and disclose information from or about you if we have a good faith belief that such investigation or disclosure: (a) is reasonably necessary to comply with legal process and law enforcement instructions and orders, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process or law enforcement requests served on us; (b) is helpful to prevent, investigate, or identify possible wrongdoing in connection with the Service; or (c) protects our rights, reputation, property, or that of our users, affiliates, or the public.
- **Links:** The Service may link to third party services, like a business's URL. Except as set forth herein, we do not share your personal information with them, and are not responsible for their privacy practices. We suggest you read the privacy policies on or applicable to all such third party services.
- **Third Party Accounts:** If you sign up for, or log into, Yelp using a third party service like Facebook or Google, or link your Yelp account to your account with a third party service like Facebook or Twitter, we may receive information about you from such third party service. If you post content to a third party service through the Service, that third party service will also receive that content, which will be visible to anyone that has access to it through that third party service.
- We will never sell, rent, license or exchange your Personal Information with a third party without your permission, except as otherwise provided herein. No Personal Information will be shared with third party advertisers or partners except as otherwise provided herein. There are certain disclosures of your Personal Information that do not require us to obtain your permission and, subject to whatever opt-out rights you may have, you hereby consent to such disclosures. We may share your Personal Information and other information:
  - With companies and vendors that help us to operate our business by providing services such as website hosting, data analysis, information technology and related infrastructure provision, integration, analytics, marketing, sales customer service, email delivery, Messaging, auditing, debt collecting, and other business operations services.
  - With third party sponsors of promotions or contests in which you choose to participate. We encourage you to review the privacy policies of third-parties before connecting to or using their applications or services.
  - The services may include links that direct you to other websites or services those privacy practices may differ from ours. Your use of and any information you submit to any of those third-party sites is governed by their privacy policies, not this one.
  - To comply with law or other legal obligations such as responding to subpoenas, and respond to requests from public and government authorities (which those outside your country of residence).
  - To protect our rights, operations, or property, or that of our users.
  - To investigate, prevent, or take action regarding potential or suspected illegal activities, fraud, threats to the personal safety of any person, or violations of the Terms or law.
  - With a purchaser of Parkeaz (or the majority of its assets), or a merger, reorganization, or internal acquisition.

- With Transaction Entities (Personal Information and Anonymized Data) as needed for Transactions or required by our agreements.
- With third party service providers and other third-party partners (Anonymized Data, only) as needed for our or their performance of contractual duties.
- With our Affiliates as allowed by law. Any Personal Information relating to you that we provide to our Affiliates will be treated by those Affiliates in accordance with this Policy and we are responsible for the management of the jointly-used Personal Information.
- If you participate in surveys, contests, questionnaires, discount or rewards programs, sweepstakes, or promotions offers, discount or rewards programs, sweepstakes, promotions, questionnaires, or surveys, we may share Personal Information about you with our service providers and other third parties.
- If you Use our Platform to complete Transactions or engage in any other kind of activity that uses your financial information, with: Transaction Entities; our other service providers; and such third parties as we determine are necessary to process or complete your Transactions and confirm payment compliance.
- We work with third-party service providers to provide website and application development, hosting, maintenance, backup, storage, virtual infrastructure, payment processing, parking payment compliance, analysis and other services for us, which may require them to access or use information about you. If a service provider needs to access information about you to perform services on our behalf, they do so under instruction from us, including abiding by policies and procedures designed to protect your information. With your consent.

You agree that we are not responsible or liable for any actions or omissions of any party with whom we share your Personal Information and such shared information will be governed by their privacy policy.

#### **7. Access to, Correction of Your Personal Information.**

- Our Platform allows you to review, change, update, or delete your Personal Information via the App, the Personal Pages, or Member Services. Any change, update, or deletion of your Personal Information via these means will be reflected both in the App and on your Personal Pages. Additional information on changing your account settings and modifying or deleting Personal Information can be found in the Platform Guidance.
- If there are updates or changes to such additional Personal Information we have collected, you may contact Member Services and we will attempt to accommodate all requests for such changes. Some changes may be accomplished using batch processing (i.e. a collection of a number of similar change requests and making all such changes at once), so your changes may not be immediately effective.
- Please note that changing or deleting portions of your Personal Information will only change or delete the Personal Information for purposes of future Transactions and will not change Personal Information already used to complete a Transaction or already shared in accordance with the terms of this Policy. PLEASE NOTE THAT CHANGES TO OR DELETIONS OF PERSONAL INFORMATION MAY PREVENT YOU FROM USING THE FULL FUNCTIONALITY OF THE PLATFORM OR THE PLATFORM AT ALL (for example, deleting your Payment Methods will prevent you from Using the Platform and deleting your license plate number will render the on-street parking function in the App ineffective).

## **8. Information Security.**

- Unfortunately, data transmission over the Internet and the Platform cannot be guaranteed 100% secure. As a result, while we strive to protect your Personal Information, we cannot ensure or warrant the security of any information you transmit to us, and you do so at your own risk.
- Information collected by the Platform is stored in secure operating environments that are protected by physical and logical security measures and procedural safeguards. Your information may be transferred to and maintained operating environments which may be located outside of the state, province, country or other governmental jurisdiction in which you reside and may not have privacy laws as protective as the laws in your country or jurisdiction. Your Personal Information is encrypted.
- The payment card industry has adopted the PCI DSS which provides comprehensive standards and a framework of specifications, tools, measurements and support resources to help organizations ensure the safe and secure handling of cardholder information at every step. Our compliance with PCI DSS has provided the ability for us to use a robust security process for payment card data and other Personal Information; including prevention, detection and appropriate reaction to security incidents. We are PCI DSS compliant and maintain the highest level of certification under PCI DSS and hold your Personal Information in accordance therewith. Our conformance to PCI DSS is regularly audited by third parties.
- You are responsible for keeping your Username and password and login information for your account secret so that only you can access your account and the Platform. You are also responsible for adhering to the minimum requirements for a password, which are prompted when you open your account and can also be found in the Platform Guidance. Parkeaz cannot accept responsibility for any unauthorized access to or loss of Personal Information that is beyond our control.

## **9. [RESERVED]**

## **10. International Users.**

If you live outside the U.S. and are Using the Platform your Personal Information may be processed or stored on servers located in the U.S. By Using the Platform, you authorize the export and processing of your Personal Information to the U.S.

## **11. Law and Jurisdiction.**

This Policy and our legal obligations are subject to the laws of the State of Georgia in the U.S., excluding its principles of conflicts of law and the private international law rules. Regardless of your location, the exclusive jurisdiction and the venue for any litigation will be in the state or federal courts located in the City of Atlanta, Fulton County, Georgia.

## **12. California Supplement.**

California Civil Code Section 1798.83, also known as S.B. 27, allows residents of California to request certain information regarding our disclosures in the prior calendar year, if any, of personally identifiable information to third parties for their own direct marketing purposes. California residents may contact Member Services for such information.

## **13. Definitions.**

- As used in this Policy, **“Affiliates”** mean any person or entity which directly or indirectly controls, is controlled by or is under common control with us, whether by ownership or otherwise.
- Anonymous, statistical, or aggregated information, on a de-identified basis (such as anonymous location information, enrollment numbers, demographic group information, etc.), in a form that does not enable the identification of a specific user is referred to as **“Anonymized Data.”**
- Our mobile parking session management application for scheduling, starting, and completing parking sessions and Transactions, including but not limited to on-street and off-street parking, parking permits, parking reservations, facilities parking, long term or short term parking event parking, etc., and other applications that we may develop are collectively referred to as the **“App.”**
- **“Cookies”** mean the small data files on your computer or other device which consist of cookies, pixel tags, e-tags, "flash cookies," or other local storage provided by your browser or associated applications.
- Communications with you via SMS texts, in-App messaging, push notifications, or email are referred to as **“Messaging.”**
- Parking fines, violations, tickets, and citations; penalties; your vehicle being wheel booted, towed, or impounded; and other enforcement of vehicle parking requirements are collectively referred to as **“Parking Penalties.”**
- Parkeaz LLC. and its Affiliates are collectively referred to as **"Parkeaz," "us," "we," or "our".**
- Information, including information of any type necessary to process payments in connection with any Transaction, related to payments via the Payment Methods is collectively referred to as **“Payment Information”**).
- In terms of acceptable methods of payment, we accept: MasterCard, Visa, American Express, and Discover credit cards; debit cards; and any other payment methods accepted in the future as reflected in the Platform Guidance, all of which are collectively referred to as **“Payment Methods.”**
- The PCI Data Security Standard is referred to as **"PCI DSS."**
- As used in this Policy, **“Personal Information”** means information that can be used to distinguish or trace an individual's identity, including, without limitation name, address, identifying number or code, telephone number, and email address.
- **“Personal Pages”** is a reference to the pages on our Site that you use to open your account with us (if you choose to open your account on our Site) or access the Personal Information provided when you opened your account with us.
- Our App, Services, Site, together with any future updates, changes or additions thereto, are collectively referred to as our **“Platform.”**
- This Privacy Policy, as updated, revised, or amended from time to time, is referred to as the **“Policy.”**
- Our backend technologies, functions, servers, databases and our other products, services, content, features, technologies, functions, applications, and related websites are collectively referred to as **“Services.”**
- Our website located at <https://parkeaz.com> is referred to as the **"Site."**
- **“Terms”** mean our Terms of Use which: are accepted and agreed to by you when you open an account or Use the Platform; govern your Use of the Platform; and are available on our Site.
- As used in this Policy, **“Transactions”** mean, collectively, starting, paying for, registering free parking, completing or making parking session transactions of all kinds, including, on-street parking, off-street parking, permit purchases, monthly or other long-term parking transactions, guest/visitor parking, short term parking transactions, reservations, event parking purchases,



and completing other financial transactions Using our Platform using our accepted Payment Methods and any Use of Services.

- Credit card issuers; banking institutions; credit rating services; parking venue owners, operators, managers, contractors, customer service, representatives, agents, and vendors; valet service providers; sports teams; theaters; entertainment venues; distributors of the Platform; companies with whom we have a co-branding relationship; companies for whom we provide software without out attribution (white labeled), entities for whom we provide parking management services; governmental agencies; event organizers and partners; education entities; and municipalities; and any other entities companies for whom we provide our Platform as a contractor, service provider, and the like are collectively referred to as **“Transaction Entities.”**
- Utilizing the Platform or its components in any manner, including, without limitation, by viewing it or Installing it, is referred to as a **“Use.”**
- **“Username”** means the user name required upon creating an account, whether it is assigned by the Platform or created by you.
- Contributions that you or others make to the Site, which may include, among others, uploading your user profile, participating in chats, using our bulletin boards, etc., are collectively referred to as **“User Content.”**
- When we refer to **“you”** or **“your,”** we mean the person accessing or using our Platform. If the person accessing or using our Platform, acts on behalf of, or for the purposes of another person, including a business or other organization, **“you”** or **“your”** also mean that other person, including a business organization.

#### 14. Terms of Use.

- Please read the following terms of use which relate to and govern your use of platform or any component thereof. By accessing, browsing, viewing, or otherwise using the platform, you represent and affirm that you have read and understand and you agree to be legally bound by these terms of use and will comply with all applicable laws and regulations. You further represent and affirm that you have the authority and do hereby legally bind yourself or the business entity, if any, for which you serve in the capacity of agent, representative, independent contractor, partner, owner, member, manager, director, shareholder, or employee to these same terms of use, without limitation, restriction, or qualification. These terms of use shall take effect immediately upon first to occur of opening an account with us or your first use of our platform. **If you do not agree to be bound by these terms of use, do not proceed any further to register or create an account with us and do not use our platform.**

#### 15. SCOPE OF CONTRACT.

- The capitalized terms used in these Terms are defined in the final Section of these Terms.
- **You should read these Terms carefully before Using the Platform.**
- When you open a Parkeaz Account with us, download our App, or Use our Platform, you are directed to these Terms and required to accept and/or agree to these Terms in order continue. The availability of the Platform on the Internet, in online mobile app stores, and as built in functionality in vehicles (such as in an onboard navigation system) constitutes a continuing offer by Parkeaz to

you to Use the Platform according to these Terms. By opening a Parkeaz Account with us, installing our App, or Using the Platform or any of its components, you accept that offer and a binding contract between the you and Parkeaz is created whereby you unequivocally agree to adhere to these Terms, without limitation, restriction, or qualification. You and Parkeaz stipulate that sufficient consideration exists and has been received to create that contract, and that it is therefore binding upon each of you and Parkeaz. By your Use of the Platform, you make the material representation, upon which you wish Parkeaz to rely, that you will fully adhere to all of the terms, conditions, obligations, and restrictions set forth in these Terms in connection with your Use of the Platform.

- You and Parkeaz stipulate that the process of opening a Parkeaz Account, installing the App, and/or Using the Platform for Transactions, requires electronic action to accept these Terms and that such electronic actions constitute execution of the Terms, acknowledgement of the applicability of the Privacy Policy and Legal Notice, and create binding agreements under the E-SIGN Act and/or applicable state laws or other federal laws. You further agree that the E-SIGN Act applies to render binding any other electronic action taken by you during your Use of the Platform. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY THESE TERMS AND THAT YOUR AGREEMENT AND INTENT TO BE BOUND APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO VIA THE PLATFORM, INCLUDING NOTICES OF ANY KIND. You shall also be subject to any applicable terms of use required by any third party.
- If you do not agree to the Terms set forth herein or otherwise on the Platform, you must not Use it. We retain the right to change, modify, update, revise, and/or amend the content of the Platform and/or the terms and conditions set forth in these Terms at any time and, each time you Use the Platform you agree that the current version of these Terms is applicable to you and your Use of the Platform and constitutes the contract between you and Parkeaz. Any changes made to these Terms shall be effective immediately upon posting on our Site. Your continued Use of the Platform constitutes acceptance of the then current version of these Terms. Each time you Use our Platform, start or stop Parking Session, complete a Transaction and/or you provide us with information or data via the Platform, you are accepting and agreeing to the then current version of these Terms, which supersedes and replaces all prior versions of these Terms. You are responsible for checking our Site for the current version of these Terms or reading the current version of these Terms in the Platform. You acknowledge and agree that there is adequate and sufficient consideration for any change, modification, update, revision, or amendment to these Term and that you have received such consideration.
- We provide the Platform solely for your personal Use, except as otherwise expressly agreed to by us in writing, at our sole discretion.
- By your Use of the Platform, you stipulate that a violation of any of the terms and conditions in these Terms may result in irreparable harm to Parkeaz not compensable in money damages, such that, without limitation, injunctive relief shall be a necessary and appropriate remedy.
- By your Use of the Platform or any component thereof, you stipulate that the Materials are owned by Parkeaz and are the Intellectual Property of Parkeaz.

- Your Use of the Platform or any component thereof is conditioned on your agreement to accept, abide by, and be governed by these Terms.
- Your continued use of the Platform is subject to your agreement to these Terms, as amended from time to time. You agree to perform the obligations set forth in these Terms that are required to allow Parkeaz to deliver the Platform to you.
- You acknowledge and agree to the applicability of the Privacy Policy to your Use of the Platform and that the Privacy Policy governs all information collected by the Platform.
- You also acknowledge and agree to the continued applicability of the Legal Notice to the Site and the Materials. As between the Legal Notice and these Terms, these Terms shall take precedence over the Legal Notice.
- The Platform is intended for Use by users who are of the legal age to hold a driving license and enter into binding contracts. In any case, accounts of users under the age of 13 years will be cancelled and deleted by us, upon receiving notice.

#### **16. ACCESS TO PLATFORM/LIMITED LICENSE.**

- The Platform, the Materials, and Intellectual Property may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed without the written permission of Parkeaz. Moreover, you agree not to download (other than page caching) or modify any portion of the Platform without Parkeaz's prior written approval, except as is expressly provided herein. Notwithstanding the foregoing, Parkeaz grants you a limited, nontransferable, nonexclusive, revocable license to access the Platform and make personal, noncommercial Use of the Platform in object code form only. You are also granted a limited license to print copies of any Materials posted on the Platform, but only for your personal, noncommercial use. Except as expressly provided herein, all Intellectual Property rights are reserved.
- The use of the Materials or any portion of the Platform on any other website or in any environment of networked computers is strictly prohibited without Parkeaz's advance written consent, which may be withheld in our sole discretion.
- With respect the license to Use the Platform as described herein, you agree to these License Restrictions
- You shall not permit any party, whether acting directly or on behalf of you, to breach or violate any of these License Restrictions.
- In connection with any violation or breach of this Section 3, we may terminate your access to the Platform and your Parkeaz Account without notice. Additionally, we have the right to commence legal action against you for damages and/or equitable relief in such instances.

#### **17. YOUR USE OF THE PLATFORM.**

- You are responsible for providing and agree to (i) provide Parkeaz with complete, correct, and accurate information about you when you open your Parkeaz Account and (ii) promptly update that information promptly after it changes. The details of your Parkeaz Account can be updated within your Personal Pages via the Site, the App, or by contacting Member Services. You are responsible for keeping your password and login information for the Site secret so that only you can access your Parkeaz Account's Personal Pages on the Site. The minimum requirements for a password in connection with the Platform can be found in the Platform Guidance. We are not responsible for any failure by you to follow any password instructions in the Platform Guidance, any failure to keep your password secure, or any unauthorized access to your Parkeaz Account or Personal Pages. You agree to notify Parkeaz immediately of any unauthorized use of your Parkeaz Account or Personal Pages. Until you notify us of an unauthorized use of your Personal Pages, we will continue to process Transactions and charge them to your Payment Method.
- Details on how to Use the Platform to start and complete a Transaction can be found in the Platform Guidance. You are responsible for (i) correctly entering the relevant parking information, which is indicated on the parking signs, documents provided to you, website instructions, email communications, etc. (ii) ensuring the license plate number being used matches that of the vehicle you are parking. Additionally, where applicable, you are responsible for correctly entering your parking space number, when required. Use of the Platform does not guarantee you a parking space and, except as is necessary in connection with Permit parking, you only activate the Services after you have found an available space. To correctly activate the Services when you have parked, you must input all necessary details required to activate your Parking Session.
- Parking Restrictions shall take precedence over any information that you receive from Parkeaz (e.g., a prohibition on parking in a certain area). The Parking Restrictions apply to you and your Use of the Platform does not in any way exempt you from identifying and complying with the Parking Restrictions.
- Parking rates vary as a result of parameters set by the Transaction Entity such as Parking Location, time of day, day of the week, special events, and the like and these variances are beyond our control and may not be reflected in the Platform in a timely manner. Increases or other changes to parking rates, changes to the Parking Restrictions or other parking variables, and/or the introduction of new Parking Restrictions are beyond our control and may not be reflected in the Platform in a timely manner. We pass all parking fees and charges through to you and we are not responsible for any parking rate variances, parking rate changes or for any differences between the parking rates reflected in the Platform and the parking rates assessed by the Transaction Entity at the time of the Parking Session. You are solely responsible for determining the parking rates applicable to your Parking Session before commencing a Parking Session.
- You are solely responsible for ensuring that you have properly activated the Parking Session for the relevant location and property before you or your guest leaves the vehicle unattended. In Parking Locations that allow for early deactivation of your Parking Session, it is your sole responsibility to deactivate your Parking Session (i.e., before you leave the Parking Location).
- You are solely responsible for all Parking Penalties. You are solely responsible for resolving with the relevant authorities any issues that you may have regarding Parking Penalties. We do not enforce Parking Restrictions and do not assess Parking Penalties. If you are assessed a Parking Penalty, your sole and exclusive remedy with us is to delete your Parkeaz Account.

- You are solely responsible for all fees or charges you incur in connection with your use of your Mobile Device with the Platform, including but not limited to, data usage, texting, overages, per-minute charges, roaming, and other telecom or access charges and you acknowledge that such fees or charges may apply and that you are solely responsible for such charges and fees.
- If you are dissatisfied with any of these Terms, or if the Platform is not as described, does not include expected functionality, fails to operate, fails to operate error free, is unavailable to complete Transactions, or does not otherwise meet your needs or expectations, your sole and exclusive remedy is to delete your Parkeaz Account and delete and/or un-install the App.
- More detailed information on how to Use the Platform can be found in the Platform Guidance which can be accessed via the Site.

#### **18. USER CONDUCT.**

- By Using the Platform, you make the material representations upon which you wish Parkeaz to reasonably rely, that you will comply with the Conduct Rules set forth in this Section. In connection with any non-compliance with, violation of, or breach of this Conduct Rules by you, we will have no liability to and we may terminate your access to the Platform and your Parkeaz Account without notice. Additionally, we have the right to sue you for damages in such instances.
- You will not Use the Platform in an unauthorized manner, or in a manner which violates any legal or regulatory proscription or duty, including, without limitation, violating Parkeaz's Intellectual Property rights or the Intellectual Property rights of any third party;
- You will not Use the Platform in a way that violates any rules or requirements set forth in these Terms, in any portion of the Platform, or in the Platform Guidance;
- You will not utilize the Platform in a manner that is harmful to Parkeaz or any other person or entity;
- You will not utilize any information that you gained as a result of using the Platform to illegally or improperly violate another person's or entity's privacy or personally identifiable information rights;
- You will not Use any of Parkeaz's Marks as metatags on other websites or otherwise use Parkeaz's Marks for your own advertising or pecuniary gain, including without limitation utilization as Google AdWords;
- You will not Use the Platform in regard to any commercial activities, advertising or sales without the prior written consent of Parkeaz, which may be unreasonably withheld;
- You will not upload any virus, malware, or other program or agent to damage the Platform in any way
- You will not use any robot, spider or other intelligent agent software or device to access or monitor the Platform in any manner;
- You will not Use the Platform, transmit to or through the Platform, or post User Content (i) for any unlawful purpose, or (ii) which consists of any content or information that is unlawful, fraudulent,

threatening, abusive, libelous, defamatory, indecent, obscene, pornographic, or otherwise objectionable information, images, or content;

- You will not restrict any other user from properly using the Platform, including without limitation, by way of "computer hacking" or other attacks, or otherwise altering the software or functionality of the Platform and its underlying programs;
- You will not imply that any of your public statements are endorsed by Parkeaz, including those made in social media, or that you are otherwise associated with Parkeaz in any manner;
- You will not Use the Platform if you have been temporarily or indefinitely suspended from your Use of the Platform;
- You will not transmit any material, nonpublic information about any person or entity without the proper authorization to do so;
- You will not transmit any advertisements, solicitations or any unsolicited communication without Parkeaz's express permission to do so;
- You will not cover or obscure any advertisements located within our Platform;
- You will not revise, modify, reverse engineer or in any way alter any portion of the Platform or its contents or underlying technology;
- You will not "frame" or "mirror" any part of the Platform;
- You will not utilize any device to enable him to circumvent the structure of the Platform and/or spam or flood the Site;
- You will not collect any information about visitors to the Platform without Parkeaz's express permission to do so;
- You will not deliver to or through the Platform, or provide links to any postings outside the Platform without the prior written permission of Parkeaz, including, without limitation, to any materials which are deemed, in Parkeaz's sole discretion to be harmful, lewd, obscene, violent, insulting, threatening, hateful or otherwise objectionable;
- You will not impersonate any other person and/or falsely state or otherwise misrepresent that you have an affiliation with any other person or entity, or otherwise mislead, deceive or defraud Parkeaz or any other party;
- You will not create a database utilizing any information found within the Platform or the Materials;
- You will always drive vigilantly, safely, and prudently according to road conditions and in accordance with all traffic laws while using the Platform. The following requirements are not the only rules or practices which pertain to vigilant, safe, and prudent driving and, our failure to include a rule or a

practice is not to be taken as a consent or suggestion that the violation of such rule or a practice is acceptable:

- While driving, it is forbidden for you to non-verbally interact with the Platform or use the Platform in a non-verbal manner for any purpose other than navigation to a parking venue (so long as such interaction does not distract your attention from the road or interfere with safe driving.
- Using the Platform to conduct searches, parking transactions, purchases, or payments is only to be done after you have stopped your vehicle in a safe location and appropriate location as permitted by law.
- Using the Platform to conduct searches, parking transactions, purchases, or payments may be done by your passenger, provided it does not distract your attention to the road and does not interfere with safe driving;
- You are at least 18 years of age and you are authorized to provide information to Parkeaz through the Platform, install the Platform, and open a Parkeaz Account;
- You understand that, subject to applicable Federal and State laws regulations to the contrary, Parkeaz shall not be required to provide any refunds, credits, benefits, or other compensation for any discontinued component of the Platform or discontinuance of the Platform itself;
- You agree not to reproduce, duplicate, copy, sell, resell, modify or exploit for any commercial purposes any portion of the Platform, including, without limitation, access to the Platform or any of the Materials, Marks or Intellectual Property; and
- You acknowledge and agree that your representations hereunder shall survive termination of your Parkeaz Account, licenses hereunder, or Use of the Platform.

#### **19. INTELLECTUAL PROPERTY**

- Our Intellectual Property is the sole property of Parkeaz and its Affiliates or other representatives (as applicable) together with the goodwill associated therewith. Other than as expressly set forth herein, you are not authorized to use our Intellectual Property or any variations thereof. Other than as expressly set forth herein, Parkeaz does not grant to you any express or implied ownership or other rights to any Intellectual Property and all such rights are retained by Parkeaz and its Affiliates. You are liable for any and all damages of every kind resulting from any infringement by you of our Intellectual Property rights.
- We are the sole owner of any derivatives, new versions, enhancements, updates, changes, etc. of our Intellectual Property, even if wholly or partially based upon your ideas, comments, suggestion, questions, requests, and the like.
- Portions of Platform may provide you with an opportunity to post and exchange information, ideas and opinions. Be advised that such postings do not reflect the views of Parkeaz. In no event shall Parkeaz assume or have any responsibility or liability for the postings or for any claims, damages or losses resulting from any other posting use and/or appearance on the Platform.

- You hereby represent and warrant that you have all necessary rights in and to User Content you provide to or through the Platform and that neither your provision of User Content nor the User Content itself will infringe any proprietary or other rights of third parties or contain any libelous, tortuous, or otherwise unlawful information.

## **20. COPYRIGHTS AND MARKS; RESTRICTIONS ON USE.**

- The Materials on the Site and in the Platform are copyrighted by Parkeaz, its Affiliates, and its third party licensors, whether explicitly marked or not, under United States and international copyright laws and are subject to other intellectual property and proprietary rights and laws. Such Material is protected under United States and international copyright, trademark, unfair competition laws, and similar laws. Such Material may not be used, copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale or redistributed in any way without the prior written permission of Parkeaz, with the sole exception that you may print copies of the Materials for your own personal, noncommercial use.
- The Marks may not be used, copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale or redistributed in any way without the prior written permission of Parkeaz, with the sole exception that you may print copies of the Marks for your personal, noncommercial use and provided that you: (1) maintain all copyright and other intellectual property notices together and intact with any information or content; (2) do not modify or otherwise alter any information or content; and (3) do not expressly or implicitly suggest an association with any services, product, brands or affiliates through the use of any information or content. You may not change or delete any author credit, trademark, Mark, legend, proprietary or copyright notice. You must follow and observe all additional copyright notices or other restrictions contained in any parts of the Platform, including the Legal Notice.
- Nothing contained in this Section will in any way limit the similar provisions contained in the Legal Notice.

- 21. COMMUNICATIONS.** Any communications, including, without limitation, e-mails, pictures, audio clips, videos, graphics and/or other material sent directly, or by carbon copy or otherwise from you to Parkeaz or any of our officers, managers, employees, representatives, attorneys, or agents and any postings to the Platform shall become Parkeaz's property upon the transmission of the same. You grant the perpetual and irrevocable right to us to both publicly or nonpublicly utilize the same, including the identifying information contained therein, in any manner whatsoever, at no charge.

## **22. MESSAGING.**

- As part of your Use of the Platform, Parkeaz may send reminders, alerts, or critical Platform-related notifications via Messaging. Parkeaz may use one or more of the following providers for SMS message delivery: Cellular One Dobson, Centennial Cellular Corp, Sprint, Verizon Wireless, RCC – Unicef, Virgin Mobile USA, Boost, T-Mobile, Cincinnati Bell, AT&T, ALLTEL, and U.S. Cellular, and other and future providers.
- You may set your Messaging settings via your Personal Pages on the site. By agreeing to these Terms and Conditions, you certify that you are the owner of the Mobile Device and the account holder of the mobile phone number provided to Parkeaz or that you have the owner's and/or account holder's express permission to use the specified Mobile Device to receive Messaging about Transactions or your Parkeaz Account from Parkeaz and exchange other information related to your Mobile Device, Mobile Device account, GPS location, or Parkeaz Account.



- With each Parking Session, you may receive Messaging relating to your Parking Session or Parkeaz service communications.
- You acknowledge and agree that the reception of Messaging is not 100% guaranteed and that you are responsible for the timely activation or deactivation of a Transaction. You further acknowledge and agree that the reception of Messaging is dependent on the operation, coverage, and services of your mobile network provider and/or internet service provider. Parkeaz shall have no responsibility or liability for the damages and costs incurred by you not receiving Messaging on time or at all or by the insufficient operation of your mobile network, mobile phone company and/or internet service provider.
- You may opt out of receiving of SMS, email, or push notifications by making changes to your Personal Pages or via the setting in the App (in the case of push notifications you can only choose to stop receiving them within the settings for your Mobile Device) and the Platform Guidance includes helpful information, guides, instructions, etc. for to opting out. You may not opt out from receiving certain in App messages related to Platform operation. Other opt out options include:
- Opting out of Messaging may impair your ability to use the full functionality and features of the Platform and may prevent you from enjoying the full benefits of the Platform (for example, receiving notification of Promotions).

## **23. MEMBERSHIP.**

- When you open a Parkeaz Account either through our mobile app, Member Services or online, the Platform automatically enrolls you as a Member and you will remain a Member until such time as you cancel your Parkeaz Account or elect to become a Preferred Member.
- We may, without notice, change, restrict, or delete any Membership Right at any time. You may cancel your Parkeaz Account, and thereby membership at any time, by sending your request to Member Services.
- We may, without notice, change, restrict, or delete any Membership Right at any time.
- You may cancel your Parkeaz Account, and thereby membership at any time, by sending your request to Member Services.

## **24. PROMOTIONS.**

- Any Promotions we offer will be subject to the Promotion Criteria set forth in the Promotion itself or in the communication to you providing such Promotion. We, in our sole discretion, will determine whether you have met the Promotion Criteria, are qualified to receive the Promotion, or receive the Promotion and you agree that our decisions in this regard are final and binding. You further agree that we will have no liability for our determinations with respect to the Promotion Criteria or Promotion, our termination or suspension of the Promotion or the actions of any third party with respect to the Promotion including the sponsor's denial of, termination of, or failure to honor the terms of the Promotion or application of additional Promotion Criteria.

## **25. ELECTRONIC DELIVERY.**

- You agree and consent to the Electronic Submission of all communications, confirmations, consents, acknowledgements, agreements, amendments, documents, policies, notices, information, data, and

disclosures that we provide one another in connection with your Use of the Platform, your Parkeaz Account with us, and your use of our Services. You agree to the Electronic Submission of any and all Platform, Parkeaz Account, or Transaction information, including without limitation:

- These Terms, the Privacy Policy, the Legal Terms, and all other policies, together with any changes of any nature thereto and new versions thereof;
- Parkeaz Account, details, and information;
- Personal Page details and information;
- Transaction receipts, confirmations, cancellations, and related information;
- Parkeaz Account statements, reconciliations, charges, debits, refunds, credits, history, and related information;
- Platform Guidance and any changes of any nature thereto and new versions thereof;
- Any other communication, notice, or delivery contemplated or required by the Terms, the Use of the Platform, your Parkeaz Account, and any other policies, terms of use, or terms and conditions;
- Promotions and any related Promotion Criteria; and
- Any other Platform, Parkeaz Account, or Transaction information, acknowledgement, documentation, or consent.
- All communications, including notices, shall be deemed effective upon the proper initiation of such Electronic Submission. We both stipulate that Electronic Submissions pursuant to this Section are in compliance with and governed by the E-SIGN Act and are deemed to effective submissions or deliveries of the items described in this Section.

## **26. INDEMNIFICATION.**

- You agree to indemnify, hold harmless and defend Parkeaz with respect to any claim, demand, cause of action, debt, liability, damages, costs or expenses, including reasonable attorney's fees and expenses of Parkeaz's selected attorneys, arising from any third-party claim against Parkeaz relating to (i) your violation of law, ii) your infringement of any Intellectual Property or similar proprietary rights of any person or entity; (iii) any noncompliance with or violation of the Conduct Rules or License Restrictions; (iv) any User Content provided by you; (v) your improper or illegal Use of the Platform; (vi) any act or omission or willful misconduct of yours; (vii) any breach of any of your representations, warranties, or covenants made herein; and (viii) any failure by you to comply with these Terms.

## **27. ATTORNEYS' FEES.**

- If we undertake any action to enforce these Terms, we will be entitled to recover from you, and you hereby agree to pay, any and all attorneys' fees and any cost of litigation, in addition to any other relief at law or in equity to which we may be entitled. In such event, we shall be entitled to recover all costs including both actual pre-judgment and post-judgment attorney's fees and costs, involved

directly or indirectly in our enforcement efforts, whether or not we do so through institution of formal legal proceedings.

## **28. PRIVACY.**

- Please refer to the Privacy Policy for how we collect, use, and protect information and what information we collect. By opening a Parkeaz Account; downloading and installing our app, and/or Using the Platform, you consent to our collection and use of information as described in the Privacy Policy. Your continued Use of the Platform is your continuing consent to our collection and use of information and is governed by the terms of the Privacy Policy. Note that you may also be subject to the applicable privacy policies of any Linked Sites.
- When opening a Parkeaz Account, whether on the Site or via the App, Systems, or Member Services, you are required to provide us with certain personal information, which may include your name, birth date, e-mail address, Payment Method and Payment Information, and other information described in the Privacy Policy. This information will be held and used in accordance with the Privacy Policy.

## **29. DISCLAIMERS.**

- You explicitly agree that your Use of the Platform or the Materials is at your own and sole risk. You also understand and agree that any Materials or other data, content, or information downloaded or otherwise obtained through your Use of the Platform are obtained at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from such download. You understand that Parkeaz cannot and does not guarantee or warrant that files, including the Materials, available for downloading from the Internet will be free of viruses, worms, Trojan horses or other code that may manifest contaminating or destructive properties. Parkeaz makes no warranty regarding any use of confidential or private information that you may provide. Parkeaz makes no commitment to update the information found on or in the Platform or Materials. No warranty and/or representation will extend to any third person.
- Except as specifically and expressly set forth in these terms, the platform and materials are provided “as is,” “as available,” and with all faults, without warranty of any kind and Parkeaz disclaims that the functions contained in the platform or that which is contained in the materials will: meet your requirements, needs, or expectations; be reliable, accurate, secure, complete, or whole; operate defect or error free or in a timely or reliable way. We do not warrant or covenant that any defects or errors associated with the platform will be corrected. Except as specifically and expressly set forth in these terms, there are no other warranties, conditions, or representations, whether express or implied by statute, operation of law, trade usage, course of performance or dealing or otherwise, including, without limitation, implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, fitness for a particular use, non-infringement, title, accuracy, quality of information, quiet enjoyment, or completeness; all such warranties being specifically and fully disclaimed by Parkeaz. We further disclaim any liability to you for any third party charges, including, but not limited to, data usage, or telecom charges for devices using the platform. We do not warrant that platform will work on your mobile device, with your operating systems, or with any other software installed on your mobile device. Other written or oral representations or affirmations of fact, including but not limited to, statements from Parkeaz or any other source regarding the performance or features of the platform or services that are not contained in these terms, shall not in any way be binding on Parkeaz, create any obligation or warranty, and are hereby expressly disclaimed. Some jurisdictions do not allow the elimination of certain warranties, so some of the above exclusions may not apply to you.

- We are not responsible for the conduct of other users, whether online or offline. Under no circumstances shall Parkeaz be responsible for any loss or damage, including, without limitation personal injury or death, resulting from the Use of the Platform by other users or the conduct of any other users or third parties, whether online or offline.
- We have no control over any aspect of your parking at a Parking Location. You are responsible for determining your own safety and the safety of your vehicle and article left in your vehicle at any Parking Location. We are not responsible for damage to your vehicle, loss of your vehicle, or loss of articles left in your vehicle or for any personal injury in any circumstances, including, without limitation: fire, weather, or other Act of God; theft or other criminal activity of any kind; mechanical defects; accidents; or your Use of the Platform, whether in-motion or at rest. You park at your own risk at any Parking Location, and you will have no recourse against us or have any cause of action against us in connection with any parking at any Parking Location.
- Parkeaz is not responsible for any Parking Penalties you incur or receive, even if the Platform was Used in connection with a Transaction. You are solely responsible for resolving with the relevant authorities any issues that you may have regarding Parking Penalties. We do not enforce Parking Restrictions or assess Parking Penalties and have no ability to control the actions of third parties who enforce Parking Restrictions or assess Parking Penalties.
- If you authorize Parkeaz to contact the relevant authorities on your behalf regarding your Parking Penalties, you acknowledge and agree that, in such cases, Parkeaz may provide all or a portion of your personal details to the relevant authorities as such is needed to resolve your Parking Penalties. In addition, in the event that you fail to pay any amounts owing for Transactions or Parking Penalties (whether due to a declined credit card or other circumstances), then Parkeaz, upon the reasonable request of the relevant authorities, may provide all or a portion of your personal details to such authorities, which you acknowledge and agree that they may use solely for purposes of collecting or attempting to collect any unpaid amounts owed by you.
- The performance of the platform can vary due to several factors, including without limitation: specific mobile device limitations and capabilities; mobile device service provider, network limitations, and capabilities; mobile device multi-tasking; mobile device memory; gps "lock" time, availability, and accuracy; mobile device settings; internet availability; messaging opt outs; and platform availability, operability, or errors. Parkeaz makes no representations or warranties with respect to the performance, operability, or availability platform.
- Your sole and exclusive remedy for any breach by us of any term or condition set forth in these Terms is to cease to Use the Platform, un-install the App, and terminate your Parkeaz Account.

### **30. LIMITATION OF LIABILITY.**

- We assume no responsibility, and shall not be liable for, any damages to, or viruses that may infect your computer equipment, mobile device, or other property on account of your access to, installing, using, or browsing in the platform or your downloading of any materials. We assume no responsibility for and are not liable for: (a) data charges in connection with the use of the platform on your mobile device, (b) any failure, delay or inability to use any component of the platform, (c) any traffic violation or citation or parking penalty, (d) any damage to your vehicle while parked, (e) any automobile or other motorized vehicle accident.

- Except where specifically required by law, (a) in no event shall Parkeaz be liable for any indirect, consequential, incidental, special or punitive damages, or any lost profits, revenue, data, or data use of any kind and (b) the maximum aggregate liability of Parkeaz shall be limited to \$10.00 in the aggregate, in either case whether the claim is based in contract, tort, strict liability, or otherwise, and arising out of or related to the agreements or the use of the platform and materials, even if we are advised of the possibility of such damages.
- In our sole discretion, in addition to any other rights or remedies available to Parkeaz and without any liability whatsoever, Parkeaz at any time and without notice may suspend, restrict, or terminate your access to any component of the platform.
- Some states do not allow limitations of liability, so the foregoing limitations may not apply to you.

### **31. RELEASE.**

- By using the platform and/or the materials, you hereby release, remise and forever discharge and give up any and all claims which you may have against Parkeaz, which now or hereafter arise from, relate to or are connected with the use of the platform, services, and materials. You further waive, release and give up any and all claims and defenses arising from or relating to any act, event or omission. This includes, without limitation, any claim which could be asserted now or in the future under (i) the common law; (ii) any of the Parkeaz policies, practices, or procedures; and/or (iii) any federal and/or state statutes or regulations.

### **32. AUTHORIZED PERMISSION FOR USE.**

- You shall be considered an entity if the individual accessing the Platform is doing so on behalf of an entity or is utilizing that entity's computer system in connection with a task (either paid or unpaid) for that entity. If you are an entity, the person using the Platform on its behalf hereby makes the material representation upon which you wish Parkeaz to rely that you are authorized to bind that entity to the Terms, as well as any other obligations imposed or undertaken through Use of the Platform.

### **33. PARKEAZ TERMINATION.**

- Without limiting other rights or remedies set forth in these Terms or as otherwise available by law or in equity, we may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate your access to the Platform, including the Site, in whole or in part: (a) if you breach the Agreements; (b) if we are unable to verify or authenticate any information you provide to us, should we elect to engage in such verification; (c) if we otherwise determine, in our sole discretion, that termination is appropriate. We may also cancel your Permit order under the same circumstances. If we terminate your access to the Platform, we are also terminating the license granted hereunder.
- If we believe that the User Content you provided has violated or is inconsistent with these Terms or violated the rights of Parkeaz, another user, or the law, you agree that monetary damages may not provide a sufficient remedy to Parkeaz for violations of these Terms and you consent to injunctive or other equitable relief for such violations. Parkeaz may release user information about you if required by law or subpoena, or if the information is necessary or appropriate to release to address an unlawful or harmful activity. Parkeaz is not required to provide any refund to you if you are terminated as a User because you have violated these Terms.

**34. APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION.**

- You agree that these Terms and the Agreements and all disputes arising thereunder, related hereto, or related to the Use of the Platform or Materials will be governed by and construed in accordance with the laws of the State of Georgia, USA, excluding its principles of conflicts of law and the private international law rules.
- Neither you nor we may institute a suit regarding any dispute, whether directly or indirectly related or collateral to these Terms or the Use of the Platform without first complying with this Section.
- All claims or disputes between the parties, shall be submitted to arbitration administered by a mutually acceptable arbitrator affiliated with the American Arbitration Association whose rules and guidelines shall apply. The arbitration proceedings shall be in English. Without limitation, any dispute over the arbitrability of a matter shall be specifically reserved for the arbitrator to exclusively hear, and shall not be submitted to a court. The arbitrator shall have the authority to award any remedy or relief that a court of the State of Georgia could order or grant.
- Service of the written notice to initiate the aforementioned arbitration shall be deemed complete when sent either as required by Court procedure or by (i) electronic mail to any of your current or future electronic mail addresses; (ii) ordinary mail or ordinary or two-day mail by a commercial carrier, in the event a regular mailing address has been provided by the party upon which service is being effected or is otherwise determined by the serving party; or (iii) otherwise in accordance with the laws and procedures of the State of Georgia.
- Should the parties be unable to agree upon an arbitrator, the arbitrator shall be chosen by a determination of a court of competent jurisdiction.
- Each party will perform all acts, including the execution and delivery of further documents, as the arbitrator deems necessary or desirable to confirm and carry out the terms of the award rendered. Judgment upon the award rendered by the arbitrator may be entered in any court having competent jurisdiction thereof. The award rendered by the arbitrator in any arbitration is final and binding on the parties. The arbitration award may be appealed to a court of competent jurisdiction solely on the basis that the award was arbitrary or capricious.
- However, notwithstanding the foregoing, either prior to, during or after the arbitration process, either party may institute a suit in equity for a temporary injunction (a) to preserve the status quo; (b) to enjoin a breach or threatened breach of this Release; (c) to obtain specific performance; (d) to compel the arbitration or further its purposes; (e) to enforce a settlement or award in such arbitration; and/or (f) for any other equitable relief.
- You agree that and consent to the exclusive jurisdiction and the venue for any litigation will be in the state or federal courts of Atlanta, Georgia.
- You and Parkeaz (a) agree that each may bring claims against the other only in an individual capacity and not as a plaintiff or class member in any purported class or representative proceeding and (b) each agree to waive trial by jury. You understand and agree that, by entering into these terms, you are waiving the right to a trial by jury or to participate in a class action.

- You agree that regardless of any statute or law to the contrary, any claim or cause of action by you arising out of or related to Use of the Platform or these Terms, the Privacy Policy, or the Legal Terms. services related thereto must be filed within one year after such claim or cause of action arose or be forever barred and therefore the statute of limitations is specifically and expressly limited to one year.
35. **FURTHER ASSURANCES.** You covenant and agree to perform further all acts and execute all supplementary instruments or documents which may be requested by Parkeaz to carry out the provisions and effectuate the intent of these Terms.
36. **ASSIGNMENT.** We may freely assign our rights in and to and obligations under these Terms. You acknowledge that you may not assign, transfer or sell its rights under these Terms without Parkeaz 's express written consent, which may be withheld for any reason or no reason. Any purported assignment without Parkeaz's consent shall be deemed null and void.
37. **SEVERABILITY.** If any portion of these Terms is ruled invalid or otherwise unenforceable, it shall be deemed amended in order to achieve as closely as possible the same effect as originally drafted. Any invalid or unenforceable portion shall be construed as narrowly as possible in order to give effect to as much of the Terms as possible.
38. **LINKED SITES.**
- You acknowledge and agree that Parkeaz has no responsibility for the accuracy or availability of information provided Linked Sites. Links to Linked Sites are provided as a convenience to you, and do not constitute an endorsement by or association with Parkeaz of such sites or the content, products, advertising or other materials presented on such sites. Parkeaz does not author, edit or monitor any Linked Sites. You acknowledge and agree that Parkeaz is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on such Linked Sites. If you access a Linked Site, you do so at your own risk.
39. **NO THIRD PARTY BENEFICIARIES.**
- These Terms are not intended to be for the benefit of, and shall not be enforceable by any unaffiliated third party, except as may be specifically provided herein. Nothing herein, express or implied, is intended to or shall confer on any third party any rights (including third-party beneficiary rights), remedies, obligations or liabilities under or by reason of these Terms or otherwise set forth in the Platform, except as may be specifically provided herein. These Terms shall not provide third parties with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to the terms herein. No third party shall have any right, independent of any right that exists irrespective of these Terms, to bring any suit at law or equity for any matter governed by or subject to the provisions herein.
40. **PROHIBITED BY LAW.**
- In the event that any aspect of the Platform or these Terms is prohibited by law in your jurisdiction, you agree not to Use the Platform. It is solely your responsibility to determine whether it is allowed by law to participate in the Platform. Without limitation, you release Parkeaz from all liability that could arise from your prohibited participation in the Platform or acceptance of these Terms. Moreover, and without limiting the indemnification otherwise provided herein, you shall indemnify, defend and hold Parkeaz harmless for any and all damages relating to a violation of this Section 33.

#### **41. INTERNATIONAL USE.**

- In light of the international scope of the Internet, you agree to comply with all local laws, rules and regulations, including but not limited to those applicable to online conduct and acceptable Internet content. Without limitation, you acknowledge and agree that you shall comply with all applicable laws and regulations regarding the transmission of technical data from the United States or the country in which you may reside. Without limiting the foregoing, you are responsible for compliance with all import/export laws and regulations of the United States and any other country with jurisdiction.

#### **42. MISCELLANEOUS.**

- Nothing contained in or displayed on the Platform or contained in these Terms constitutes or is intended to constitute legal advice by us or any of our Parkeaz or any of our officers, managers, employees, representatives, attorneys, or agents.
- Parkeaz's failure to enforce any term, provision or condition of these Terms, including the breach or default thereof, by conduct, course of dealing or otherwise, in one or more instances shall not be deemed a waiver. To the extent that a provision of these Terms is deemed unenforceable, the balance of it shall remain in full force and effect.
- We may amend, update, modify, replace, or revise these Terms, the Privacy Policy, the Legal Notice, the Platform Guidance, and any other portion of the Platform referenced herein at any time by posting such on our Site. All such amendments, updates, modifications, replacements, versions, or revisions are effective immediately upon posting on our Site. All references in these Terms to the Privacy Policy, the Legal Notice, the Platform Guidance and any other Platform matters are references to the same as they are amended, updated, modified, replaced, or revised.
- You may not change, modify, or amend this Agreement unless such change, modification or amendment is made in a writing executed by us.
- You acknowledge that you have not accepted or agreed to these Terms in reliance on any representations or other promises of Parkeaz which are not specifically and expressly included herein.
- The headings in these Terms are for convenience and shall have no force and effect.
- You acknowledge and agree that these Terms, the Privacy Policy, and the Legal Notice constitute the entire agreement of the parties hereto relating to the subject matter hereof, and any prior agreements, understandings, representatives and commitments concerning such subject matter, whether oral or written, are hereby superseded and terminated in their entirety and are of no further force or effect.
- By your Use of the Platform, you represent that you have had the opportunity to review these Terms with counsel of your choosing. You further acknowledge that you have thoroughly read these Terms; understand that you are giving up certain legal rights that may otherwise exist and are taking on certain obligations and responsibilities; have asked any questions you desire to clarify the meaning these Terms; and believe it is in your interest to nevertheless proceed with opening a Parkeaz Account and installing and Using the Platform.



- In the event that Parkeaz or another party has provided you with a translation of these Terms from the English language to another language, you agree that such translation is provided for convenience only; that the American English language version of this Agreement governs the relationship between you and Parkeaz; and, if there is any conflict between the American English language version of this Agreement and such translation, the American English language version shall take precedence. All disputes arising under this Agreement shall be resolved in the English language.

The provisions of these Terms that by their sense and context are intended to survive termination (whether by you cancelling or closing your Parkeaz Account, ceasing to Use the Platform, or uninstalling the App)