

ParkNow Austria GmbH Terms of Service

Version May 2018

Subject of these terms. These Terms of Service are in force between you and ParkNow Austria GmbH - Rinnböckstraße 3, 1030 Vienna, Austria. They provide all terms and conditions applicable to our services, including your rights and responsibilities when using our services. Please read these Terms of Service carefully.

You have accepted our Terms of Service at registration for an account or when using our systems. During registration a downloadable copy was made available to you. In addition, you can download a copy here: <https://at.park-now.com/en/terms-of-service/>. If you use the Instant Use service (access without account registration) you have accepted our Terms of Service by using Instant Use service access. You will have been made aware that you can access and read these Terms of Service at the following URL (<https://at.park-now.com/en/terms-of-service/>) and our office address (ParkNow Austria GmbH, Rinnböckstraße 3, 1030 Wien, Austria) and that you can request a copy of these terms which will then be sent to you.

Link to our privacy statement. When signing up or using our services, you will provide us with personal data. As your privacy is very important to us, we are committed to keeping you informed about any processing of personal data. Please carefully read our privacy statement <https://at.park-now.com/en/privacy-notice>. If you do not agree with any of the processing of your personal data as set out in our Privacy Notice, please do not use our services.

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1. Offering and Availability of our Services

Our services. We offer systems that enable you to pay parking fees (our '**parking payment systems**') and other services related to parking and vehicle use (the '**related services**'). Our parking payment systems allow you to settle parking fees for specific on-street or off-street locations without the need to use cash. You register a parking action with our parking payment systems using the available methods and you will pay your parking fees through us on a deferred monthly basis. We will (periodically) charge you for your parking fees and any related service ordered by you. For more details on the specific services we provide, please review <https://at.park-now.com/en/how-it-works>.

Availability. You acknowledge that the use and availability of our parking payment systems is highly dependent on the operation of – for example – your mobile device, the internet, your GPS receiver and other resources you can use to access our services. If you are unable to access and use our parking payment systems, for any reason, you are required to use alternative payment methods to pay for parking or there may be a risk that you could be liable for additional parking fees and parking tickets. If your parking action has already started, you or the administrator of your account can manage the parking action here: <https://account.park-now.com>. In case of any difficulties, please contact our helpdesk: Customer Support Österreich: 0800 65 66 88

For the avoidance of doubt, we cannot ensure availability of our parking payment systems and related services. Neither can we ensure availability of a parking space.

Partners. Our parking payment systems and related services may be used in combination with services offered by public parking operators, private parking operators, and/or (other) partners. Such operators and partners will have their own terms of service and you will be required to accept their terms of service before use. We are not responsible nor liable for the services offered by such operators and partners.

Business or third party account. In the event you are using an account that was registered by an organisation, for instance your employer, or an other third party/person, these terms and conditions apply to you as an individual using our parking system (the '**sub user**'), as well as to the organisation or other party/person that registered and manages the relevant account (the '**administrator**'). The payment, payment method, late payment and refunds will be managed by the administrator. In addition, certain restrictions and limitations may apply in relation to the sub user's access and use of our parking systems, which access and use is (primarily) managed by the administrator.

The administrator is responsible and liable for the account and indemnifies us against all claims by its sub users in relation to the use of our services.

Please take note of the following: as sub user of an account that is administered by an organisation or an other person or party that acts as a business or on a professional basis, you are considered to use our services for purposes relating to trade, business, craft or profession.

2. Access

Access. You can access our parking payment systems and related services via one of the tools made available to you, including – as far as applicable - our ParkNow app, the ParkNow web page, text messaging/SMS, interactive voice recognition (IVR) by telephone, mobile/in-car applications, access card or token, mobility card, and license plate recognition. A description of our tools, including instructions how to use them, can be reviewed here <https://at.park-now.com/en/how-it-works>. Our tools are under continuous

development and may be updated from time-to-time or discontinued. You must follow the tool instructions at all times and keep your tool up-to-date.

The ParkNow app has a single access function that allows you to access multiple accounts, for instance both a private account and a sub user (business) account as managed by the relevant administrator. Every time you start a parking action, you can elect which account should be charged for such parking action. The account that has been elected in connection with a parking action will also apply by default for the next parking action, unless otherwise elected. Please take note of the following: once a parking action has been started, the account that will be charged for such parking action and the relating invoice cannot be changed.

Registration. Access to our tools can be limited to registered accounts and such registration is subject to our approval. You are responsible for keeping your account information confidential and should not share your account information with anyone. A registered account is for your personal use only. You need to identify and authenticate yourself by entering your user name or mobile phone number in combination with a password or PIN, or by using touch ID, whatever is applicable, before you can start using our services and perform parking actions and related payments through your registered account.

Instant Use. Certain ways to access our parking payment systems do not require pre-registration of an account, but allow instant use of our service: Parking via App (payment via mobile provider). Where you use Instant Use service, we will create an Instant Use account based on the telephone number or payment information used for the relevant access to our parking payment systems. Instant Use is provided at our discretion and may be refused.

Please take note of the following: You are responsible for providing us with correct account, registration and access details, which should be kept up-to-date continuously by you. This also means that where your telephone number is reassigned to another person who starts using our service with this number, then your account will be blocked until you provide us with your new telephone number. We are entitled to provide our services to the person registering with your previous telephone number.

Materials. If applicable, we may provide you with an access card or token, mobility card, or a sticker for parking enforcement purposes or for access to certain parking locations. These materials remain our property. You are required to follow instructions for using the materials, as may be provided by us or the controller of a parking location (such as the relevant authorities). More information can be found here <https://at.park-now.com/en/how-it-works/>.

Please take note of the following: the registrant of the account is responsible and liable for all parking actions initiated with the account, also if the registrant authorised, permitted or otherwise made the account available for someone else to use.

3. Use of Our Parking payment systems

Parking rule compliance. You must observe and comply with (local) traffic and parking regulations and follow instructions from municipal police, administrative authorities, and off-street parking vendors at all times.

Parking locations. You can use our parking payment systems to pay for parking at the parking spaces and areas indicated by us on the following website: <https://at.park-now.com/en/locations>. You cannot use our parking payment systems to pay for parking outside these locations. The parking locations may change from time-to-time. The parking location and associated service is provided to you by the respective public or private operator of the parking location concerned. Any questions or complaints about the location should be directed to such operator. We are not responsible nor liable for loss or damage to your vehicle or other properties while using the parking locations.

Parking actions. You can pay for parking at one of the parking locations by successfully registering your parking action with our parking payment systems. You can use one of the methods available in our tools to complete such registration, such as: start/stop, prepay of a specific duration or capture of vehicle movements by means of in/out methods. Successful registration requires confirmation of your parking action by our parking payment systems.

Please take note of the following: Additional instructions on how to register your parking action may be provided on-site at the parking location or provided by your administrator (if applicable). You are required to follow the instructions at all times.

Parking action details. You are responsible for providing all of the necessary and correct details for your parking action. Your parking action will be automatically processed on our parking payment systems on the basis of these details. The details you provide about your parking action are key for us to correctly process your parking fees. You alone are responsible for providing us with the correct details for your parking action and you will be responsible for paying any penalty charge or parking fee issued as a result of incorrect parking action details.

Please take note of the following: We are not responsible for verifying whether your parking action details are correct. We emphasize that you must read the instructions before you start using our parking payment systems, as incorrect use might lead to penalty charges, incorrect payments or other consequences.

Reminders. If you choose to make use of reminders as part of our parking payment systems, we will automatically send you a notification to remind you of an ongoing parking action. The time period for such messages is of your choice. You may also choose to receive confirmation messages when your parking session is due to end. We emphasize that your parking action still remains your responsibility. You acknowledge that receipt of the reminder depends on the availability of your network and can be interrupted/delayed. Any additional costs relating to these reminders will be charged simultaneously with all other charges. A full description of our reminder system can be reviewed here <https://at.park-now.com/en/tariffs/>.

4. Payment and Processing

Parking fees. The parking fees are set by the respective controller of the parking location. We have no control over the amount of these parking fees, which may change from time-to-time. You should not use our parking payment systems if you are eligible for certain parking fee arrangements or discounts offered by the parking location controller as these will not always be available in our parking payment systems.

Our fees. In addition to the relevant parking fees we will charge you our fees depending on your selection and use of our parking payment systems and the related services. Our fees may consist of a registration fee, a parking payment fee and/or a monthly subscription fee, a fee for related services and other fees applicable to our services, which we may change from time-to-time. For more details on the specific services and the applicable fees, please consult <https://at.park-now.com/en/tariffs> or your account, or - in case of a business or other third party/person account - please contact your administrator. You are responsible for all costs charged by third parties for accessing or using our services (such as telephone, sms or data charges applied by your mobile operator).

Payment method. You must select the payment method of your preference from the options we make available to you in our parking payment systems. A full description of the available payment methods can be reviewed here <https://at.park-now.com/en/tariffs/>. When using our services, you accept that we automatically collect your parking fees and that your payments may be processed by a third party payment processor. You acknowledge that certain use of our parking payment systems requires a specific payment method, such as a payment through your telephone provider.

Payment. Depending on your selection and use of our parking payment systems and the related services, we will directly or periodically charge the parking fees and our fees, while using the payment method you have chosen. We are responsible for the correct execution of the payments and you are responsible for having adequate funds available to cover our fees. Your recent parking history, invoices, receipts and other transaction details can be found in your account on our services (except for Instant Use parking actions). We first receive payment from you before paying the applicable parking fees to the controller of the parking location concerned. Invoices cannot be disputed more than sixty days after notification of payment or a payment obligation (whichever occurs sooner), e.g. receipt or invoice, to the administrator that is using our services for purposes relating to its trade, business, craft or profession.

Late payment. If you do not pay the amounts due or instigate unwarranted chargeback requests, we are entitled to immediately suspend the provision of our services to you (without prejudice to our further statutory rights). You will be charged the statutory interest rate as from the date you are in default on your payment obligation.

Refunds. We are under no obligation to provide a refund or cancel parking actions submitted to our parking payment systems, unless there is a system error on our part. If you have any questions about a parking action, please contact our helpdesk:

Customer Support Austria: 0800 65 66 88

kontakt@park-now.com

<https://at.park-now.com/en/contactform>

5. Various (including Termination Rights and Limitation of Our Liability)

Term. Our agreement to provide the services based on these Terms of Service comes into effect upon successful registration of your account or use of our services. In the event of use of our Instant Use service, the agreement is effective as per your use of our parking payment systems. If you order services based on a monthly subscription fee or other monthly recurring costs, then such services can be terminated as per the end of a calendar month subject to one calendar month's prior written notice (unless otherwise agreed), by completing and sending the cancellation form that is accessible through the following link: <https://at.park-now.com/en/cancellation-form/>.

We may stop carrying our service as a whole or in parts by providing one month's prior written notice.

Non-compliance and abuse. We can immediately terminate or suspend this agreement in case you do not comply with your material responsibilities as set out in these Terms of Service or our documents referred to in these Terms of Service or abuse or manipulate our service. We will provide you with written notice if we choose to terminate or suspend our services. Please note that the following events will in any case qualify as events that trigger our right to immediately terminate or suspend our service:

- a) Reports of unauthorised or unusual credit card use associated with the personal account including, but not limited to, notice by the card issuing bank. This includes notices made by you to your credit card company that a transaction was unauthorised or your account compromised, and is done in order to protect you from further unauthorised use of your card;
- b) Abuse by you of the chargeback process provided by your issuing bank;
- c) Excessive levels of disputes or chargebacks;
- d) We have reasonable grounds to believe that you persistently fail to pay for parking or pay parking penalties;
- e) We are unable to verify or authenticate any information that you provide to us; or
- f) We believe that your account or activities pose a significant credit or fraud risk to us.

Please take note of the following: the above termination and suspension rights also apply in the event you are an administrator and one of the sub users fails to comply with the material responsibilities or abuses or manipulates our service.

Force majeure. In cases of force majeure—for instance disruptions in the telecommunication infrastructure (Internet), national unrest, mobilization, war, traffic closures, strikes, lockout, denial-of-service attacks, distributed-denial-of-service attacks,

disruption of operations, stagnation of supply, fire, flood or any other circumstances beyond our reasonable control, in which we are prevented from providing our services so that we cannot reasonably be required to fulfil the contract— our duty to perform ceases to apply.

Limitation of our liability. We are not liable for any loss of income, business or profits, or for any loss or damage that was not reasonably foreseeable at the time you entered this agreement or is an indirect or consequential loss or damage.

To the extent you are using our services for purposes relating to your trade, business, craft or profession, our liability for damage arising during the performance of our agreement is limited to the value of the service that we provided to you during which the damage occurred. To the extent you are an administrator for purposes relating to trade, business, craft or profession, our liability is limited to the value of the service provided to the specific (sub) user during which the damage occurred.

In any event, our cumulative liability for damage or loss arising from a specific event or a combination or related events is limited to the maximum amount covered and paid out by our professional insurer. This also means that in the event there are other parties affected by the event or combination of events, our liability in relation to you specifically is further limited to the share in the amount covered and paid out by our professional insurer that is relative to your damage as part of the cumulative damage suffered by all affected parties as a whole.

Nothing in these Terms of Service shall exclude our liability for gross negligence and wilful intent or death and personal injury caused by our negligence or any other type of liability which cannot be excluded or limited as a matter of applicable law.

Warranty. You are entitled to the statutory warranty rights regarding our services.

Transfer and third party rights. The agreement is between you and us. No other person shall have any rights to enforce any of its terms. You cannot transfer your rights to other parties without our prior written consent.

Changes to these Terms of Service. We may change these Terms of Service. If we decide to do so, we will inform you of such change via our website, email or notification in our parking payment system. You may terminate our agreement in case you do not agree with these changes. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Applicable law and venue. The agreement and these terms and conditions are governed by the laws of Austria. You have the option to resolve any claim, action or dispute by means of a procedure before the competent courts in Austria.

Priority of the German language version. These Terms of Service have been drafted, and shall be construed, in the German language. The translation of these Terms of Service into English is for information purposes only. In the event of deviations or a discrepancy

between the German version of these Terms of Service and the English translation, the provisions of the German version shall prevail.

6. Contact ParkNow Austria GmbH

If you have any questions about our services, the website, these Terms of Service or anything other related to our services, you can contact us via the following contact information:

Customer Support Österreich: 0800 65 66 88
kontakt@park-now.com