

EASYPARK – GENERAL TERMS AND CONDITIONS FOR CONSUMERS

8 February 2023

1 Applicability

1.1 These general terms and conditions (the “**General Terms and Conditions**”) apply when EasyPark Austria GmbH (Gertrude-Fröhlich-Sandner-Straße 2, 1100 Vienna) (“**EasyPark**”), provides Services (as defined below) to natural persons (consumers) (the “**Customer**”) in Austria.

1.2 All Services are provided in accordance with mandatory law and in accordance with:

- any individually agreed terms and conditions; and
- these General Terms and Conditions.

In case of deviation between the abovementioned provisions, they shall take precedent in the abovementioned order.

1.3 The Services are directed to natural persons above 18 years of age.

1.4 Section 18 includes special provisions governing the use of EasyPark services abroad.

1.5 By applying for registration with EasyPark (see section 3.2), the Customer agrees with and accepts to be bound by these General Terms and Conditions. A binding agreement (the “**Agreement**”) arises when EasyPark has confirmed the Customer’s registration and the Customer gains access to EasyPark’s Services. These General Terms and Conditions form part of the Agreement between EasyPark and the Customer.

1.6 If the Customer also has a business user account with EasyPark, EasyPark’s from time to time applicable general terms and conditions for business customers apply in applicable parts to the Customer’s business related use of any services provided by EasyPark.

1.7 If the Customer has authorised, permitted or otherwise made the Customer’s EasyPark account available for someone else to use, the Customer bears full responsibility under the Agreement for such use (including, for the avoidance of doubt, the obligation to pay any accrued fees).

2 Definitions

2.1 In these General Terms and Conditions, and in connection with the Services, defined terms and expressions shall have the meaning set forth below:

“**App**” means EasyPark’s Mobile phone application;

“**CameraPark**” shall have the meaning set forth in section 4.1.2;

“**Car App**” means EasyPark’s application to be used in the infotainment system of certain types of vehicles;

“**Charging Fee**” means the fee payable by the Customer in relation to a Charging Session, corresponding to and being calculated based on the length of the relevant Charging Session multiplied with the charging fee generally applied by the relevant P-operator or Partner in relation to the relevant Charging Station from time to time;

“**Charging Service**” shall have the meaning set forth in section 3.1.1;

“**Charging Session**” means a single, continuous charging session ordered by the Customer using the EasyPark System, during which the Customer’s vehicle is charged at the relevant Charging Station;

“**EasyPark Card**” means the pass, which EasyPark may provide to the Customer, and which is applicable in relation to certain Parking Lots, provided that the relevant P-operator accepts such passes;

“**EasyPark System**” shall have the meaning set forth in section 3.1.1, *i.e.*, EasyPark’s electronic system for modern parking and related services, which the Customer gains access to via the App, the IVR Service, the SMS Service, the Car App and/or the Website;

“**IVR Service**” means EasyPark’s interactive voice response service;

“**Licence Plate Number**” means the official registration number or personal licence plate number, as the case may be, of a vehicle, as set forth on the licence plates that are mounted to the vehicle;

“**Mobile phone**” means a mobile phone or a tablet;

“**Parking Guidance Service**” shall have the meaning set forth in section 3.1.1;

“**Parking Lot**” shall have the meaning set forth in section 4.2.1;

“**Parking Service**” shall have the meaning set forth in section 3.1.1;

“**Part**” and “**Parties**” means EasyPark and/or the Customer;

“**Partner**” means any partner, which EasyPark co-operates with (however, excluding P-operators);

“**P-operator**” means any parking operator, which EasyPark co-operates or otherwise maintains a contractual relationship with;

“**Service/-s**” shall have the meaning set forth in section 3.1.1;

“**Tolling Service**” shall have the meaning set forth in section 3.1.1;

“**SMS Service**” means EasyPark’s SMS service; and

“**Website**” means EasyPark’s website www.easypark.at.

2.2 Definitions may also be found elsewhere in these General Terms and Conditions.

3 General Terms and Conditions for the Services

3.1 General

3.1.1 EasyPark provides an electronic system for modern parking (the “**EasyPark System**”), through which EasyPark, in co-operation with P-operators and other Partners, enables Customers to administrate parking of vehicles (the “**Parking Service**”) and to access additional related services that may be made available (each an “**Additional Service**”), such as charging of electric vehicles (the “**Charging Service**”), receiving parking guidance (the “**Parking Guidance Service**”), acquiring certain toll tickets from ASFINAG Autobahnen- und Schnellstraßen-Finanzierungs-Aktiengesellschaft (“**ASFINAG**”) (the “**Tolling Service**”), and other functions. The Parking Service and the Additional Services, as well as other services provided by EasyPark to consumer customers are jointly referred to as the “**Services**”. For the avoidance of doubt, EasyPark does not provide any parking locations, parking spaces, paid parking, or facilities for charging of electrical vehicles as such.

3.1.2 The Services offered by EasyPark are often dependent upon, or provided in combination with, services offered by P-operators and Partners. Such third parties may have their own applicable rules, regulations and/or terms of service. The Customer is required to accept and comply with such rules, regulations

and/or terms of service, as the case may be, in connection with its use of the Services. EasyPark is not responsible nor liable for the services offered by P-operators and Partners, or for providing such applicable rules, regulations and/or terms of service. Please contact the P-operator or Partner to receive information in this regard.

3.1.3 For a more detailed description of the Services, reference is made to the information provided on the Website and in the App/Car App from time to time.

3.1.4 EasyPark offers a selection of product packages (each a “**Product Package**”) including the Parking Service and Additional Services, if applicable, whose contents, certain information on prices and any special terms and conditions, are described on the Website. Prices due are displayed in the App/ Car App.

3.2 Access to the Services, registration data, etc.

3.2.1 A pre-condition for the Customer to gain access to the Services is that the Customer registers as a user with EasyPark. EasyPark reserves the right to reject an application for registration.

3.2.2 An application for registration can be made via the Website, the App, telephone, SMS, or in such other ways as accepted by EasyPark. In connection with the application for registration, the Customer shall select a Product Package and provide requested information, such as further specified personal data, valid mobile phone number, email address, and the Licence Plate Number for at least one vehicle. Furthermore, the Customer shall select a payment method accepted by EasyPark, and register a payment card, or, as applicable, provide other information relevant for the selected payment method.

3.2.3 When the registration has been approved, the Customer is granted a non-exclusive and non-transferable right, which is limited in time and not sub-licensable, to use the EasyPark System, the Services and – if applicable – the App and the Car App, subject to the selected Product Package and the Agreement. The right to use the EasyPark System and, if applicable, the App and the Car App, remains during the term of the Agreement and for as long as the Customer has an active user account and discharges its duties under the Agreement (including these General Terms and Conditions).

3.2.4 When a registration has been approved, the Customer chooses a unique password to be used together with the Customer’s telephone number and/or email address, and receives a verification code to log on to the App (together, the “**Login Credentials**”). The Login Credentials also enable the Customer to log on to the Customer’s personal website on the Website (“**My Pages**”).

3.2.5 Certain Services offered through the App or the Car App require that the Customer has enabled the function “allow location access” and/or “allow notifications” on its Mobile phone, vehicle or other technical solutions approved by EasyPark.

3.3 The Customer’s undertakings and responsibility

3.3.1 The Customer is responsible for procuring that accurate information regarding the Customer and relevant vehicles is registered with EasyPark at any time. Following approval of the registration, the Customer shall log on to its My Pages or check the settings in the App or Car App, as applicable, to

verify that the registered information is accurate. EasyPark is not liable for erroneous registered information, regardless of registration method, unless otherwise provided in section 11.1.

- 3.3.2 The Customer is responsible for ensuring that the payment card registered through EasyPark, or any other selected payment method, as applicable, is valid, not blocked and that the associated account, if any, has sufficient balance/spending limit. The Customer shall provide EasyPark with relevant information (*e.g.*, through update in the App or on My Pages, or by notifying EasyPark's customer service) regarding a new payment card at the latest by the end of the calendar month preceding the calendar month when the registered payment card expires.
- 3.3.3 The Customer is responsible for procuring that the Login Credentials are kept and used in a safe manner, and not disclosed or otherwise made available to any unauthorised person.
- 3.3.4 The Customer shall without delay inform EasyPark, as instructed on the Webpage (*e.g.*, through update in the App or on My Pages, or by notifying EasyPark's customer service), if:
- the Customer has any reason to believe that an unauthorised person has gained access to or knowledge of the Login Credentials;
 - the Customer's EasyPark Card has been lost or stolen;
 - any registered information regarding the Customer has been changed or should be updated;
 - the Customer has any reason to believe that the Licence Plate Number of a vehicle registered for use of Automatic CameraPark (as defined below) is misused;
 - a Mobile phone, on which the Customer has installed the App, or a vehicle in which the Customer has Installed the Car App, is lost or stolen; or
 - a registered vehicle has been sold, temporarily deregistered (*abgemeldet*), or otherwise will not be used in relation to the Services,

in order for EasyPark to take appropriate measures, such as blocking the Login Credentials, the EasyPark Card, the Licence Plate Number and/or the Customer's user account or update the Customer's registered information.

The Customer shall also keep EasyPark notified of any other circumstances of importance to the Agreement and/or the provision of the Services.

- 3.3.5 In addition to what is set out in the Agreement, the Customer shall comply with any reasonable instructions given by EasyPark in relation to the Services.
- 3.3.6 The Customer is responsible for procuring that the (a) telephone, (b) Mobile phone, or (c) other technical equipment (*e.g.*, a vehicle's infotainment system) used by the Customer in relation to the Services functions properly and is compatible at all times with (i) the EasyPark System, (ii) the Services, (iii) the App, and (iv) the Car App, as applicable. The Customer is also responsible for procuring that the App and the Car App are duly updated, if applicable. The performance requirements applicable from time to time in relation to the EasyPark System, the Services, the App and the Car App, are available on the Website.

4 Special terms and conditions for the Parking Service

4.1 General

- 4.1.1 Through the Parking Service, the Customer is able to notify the relevant P-operator of when a parking starts, the preliminary parking time and when a parking ends, and, if necessary, extend the parking time. However, due to rules established by a particular P-operator, the Customer may in relation to certain Parking Lots only be able to notify the P-operator of a fixed parking time, which cannot be prematurely ended or extended, or a minimum parking time.
- 4.1.2 In relation to certain Parking Lots, access may be granted and a parking may be started and/or ended with the help of a P-operator's automatic number plate recognition system (the "**CameraPark System**"), whereby the time a vehicle enters and leaves a Parking Lot is automatically registered and, if applicable, forwarded to the EasyPark System ("**CameraPark**"). If the CameraPark System is fully automated ("**Automatic CameraPark**"), a parking is activated automatically in the EasyPark System when the relevant vehicle enters the Parking Lot, whereby the Customer receives a notification in the App, and is ended automatically in the EasyPark System when the vehicle leaves the Parking Lot. If the CameraPark System is not fully automated, the Customer must activate a parking manually in the EasyPark System (*e.g.*, through the App), whereby the start time automatically will be set to the time when the relevant vehicle entered the relevant Parking Lot, but the parking is ended automatically in the EasyPark System when the vehicle leaves the Parking Lot.
- 4.1.3 The CameraPark Systems are provided and maintained by the P-operators and not by EasyPark. EasyPark does not provide any technical support in relation to the CameraPark System; instead the Customer is referred to the relevant P-operator.
- 4.1.4 The Parking Service may also be used for residential/permit parking, provided that the relevant P-operator accepts this. When using the Parking Service for residential/permit parking, the Customer needs a residential/parking permit provided by the Customer's municipality. The Customer is responsible for procuring that it holds a relevant residential/parking permit. When using the Parking Service for residential/permit parking, the Customer can only notify the P-operator of a fixed parking time, which cannot be prematurely ended.
- 4.1.5 The fee due to the P-operator for parking at a Parking Lot (the "**Parking Fee**") is set based on factors determined by the relevant P-operator, such as the applicable parking tariff, and the Customer's usage, such as the amount of parking time. EasyPark does not have control over these factors, which may change from time-to-time. When providing the Parking Service, EasyPark will collect the Parking Fee due (including VAT, if applicable) from the Customer and transfer the amount to the relevant P-operator.
- 4.1.6 In connection with the Parking Service, EasyPark offers certain Additional Services and functions (some at additional costs depending on the Product Package). For example, the Customer may choose to receive a reminder from EasyPark (*e.g.* via SMS) at a certain time before a preliminary set or fixed parking time ends. The Customer is always responsible for ending or extending a parking session that

has been started via the Parking Service, irrespective of whether the Customer has chosen to receive a reminder and irrespective of whether the reminder is actually received.

4.2 Terms of use

4.2.1 The Parking Service can only be used at parking lots and within parking areas/zones (each a “**Parking Lot**”), which:

- (i) at any given time are (a) specified in the list “*EasyPark works here*”, which is available on the Website, or (b) indicated in the App’s or the Car App’s map interface; and/or
- (ii) have parking meters with EasyPark stickers, or otherwise have signs or other EasyPark distinctive marks, which indicate that EasyPark co-operates with the P-operator in relation to the relevant Parking Lot.

4.2.2 To be able to use the Automatic CameraPark service in relation to a particular vehicle, the Customer must activate the Automatic CameraPark service for such vehicle, via the App or My Pages, and register the vehicle’s Licence Plate Number. The Customer is responsible for specifying the correct Licence Plate Number. If the Customer also has a business user account with EasyPark, it must select which account any Automatic CameraPark parking shall be registered to.

4.2.3 The Customer can start a parking session through the Parking Service by activation via either:

- the App;
- a special QR code generated in the App, if the relevant P-operator accepts this method of starting a parking;
- the Car App;
- the IVR Service;
- the SMS Service;
- the CameraPark System, provided that the relevant P-operator supports Automatic CameraPark; or
- the EasyPark Card, provided that the relevant P-operator accepts the EasyPark Card.

In order to make sure that the parking has started correctly, the Customer shall check that a confirmation of the started parking has been received via:

- the App, when using the App or the QR code generated in the App;
- the Car App, when using the Car App;
- the interactive voice response/a SMS receipt, when using the IVR Service;
- SMS, when using the SMS Service;
- the App, when using CameraPark; or
- registration of the EasyPark Card in a correct manner, when using such card.

4.2.4 If the Customer starts a parking session through the Parking Service, the Customer shall specify the parked vehicle’s Licence Plate Number and the relevant Parking Lot, unless an EasyPark Card or Automatic CameraPark is used. If the Customer uses the App’s or the Car App’s positioning function or CameraPark, the Customer shall ascertain that the proposed Parking Lot is in fact the Parking Lot on which the Customer has parked. The Customer is responsible for specifying the correct Parking Lot

and Licence Plate Number, irrespective of whether such information has been proposed through the App's or the Car App's positioning function or through the use of Automatic CameraPark. EasyPark assumes no liability if the wrong Parking Lot or Licence Plate Number has been specified (see section 11.3a)).

- 4.2.5 When using the Parking Service for residential or permit parking the Customer shall have a residential/parking permit attached to the front window of the parked vehicle if required by the relevant P-operator. Please contact the P-operator to receive information on whether a visible residential/parking permit is required.
- 4.2.6 EasyPark provides information regarding parkings made by the Customer on My Pages, and such information is generally stored for at least twelve months.

4.3 The Customer's undertakings and responsibility

- 4.3.1 The Customer shall always comply with applicable laws and regulations, and the rules established by the relevant P-operator at any given time, or which are otherwise applicable in relation to the Parking Lot where a Customer parks the vehicle.
- 4.3.2 The Customer is responsible for starting the parking correctly and ascertaining that the specified Parking Lot and Licence Plate Number are correct, as set forth in Section 4.2.4.
- 4.3.3 The Customer is responsible for procuring that a started parking session is ended or extended as the case may be. If the Customer did not state a preliminary end time or a total parking time when the parking was started, the Customer is responsible for ending the parking manually. If the Customer is using CameraPark, it shall check that a started parking has ended when the relevant vehicle leaves the relevant Parking Lot, and end such parking manually, if it has not ended automatically.
- 4.3.4 If the Customer is using CameraPark, the Customer is responsible for procuring that the relevant vehicle's number plates are clean, not damaged and otherwise in a readable condition when the vehicle enters and leaves the Parking Lot.
- 4.3.5 If the Parking Service is not available or is out of function, for example due to reasons attributable to the (i) telephone, (ii) Mobile phone or (iii) other technical equipment (*e.g.*, a vehicle's infotainment system) used by the Customer, or failure, disruption or delay in telephone, Internet, other communication network, or a CameraPark System, the Customer is responsible for making proper payment for the relevant parking session to the P-operator in any other way instructed by the P-operator (*e.g.*, by payment in relevant parking meter). If the Customer in such a case does not make payment in any such other way, the Customer risks to be issued a parking fine, or a fee or a charge for incorrect parking.
- 4.3.6 The Customer is responsible for deactivating the Automatic CameraPark service in relation to a vehicle, if the Customer no longer wants to use such service in relation to such vehicle (*e.g.*, if the vehicle has been sold, or, in respect of lease and rental cars, when the relevant rental or lease period has ended).
- 4.3.7 The Customer is responsible for any parking fines and fees or charges for incorrect parking (which may be notified or collected in connection with parking violations), and the payment thereof. Any parking violation is a matter between the Customer and the relevant P-operator or the police authority. EasyPark

remains neutral in such disputes. However, EasyPark may at its sole discretion provide information to the disputing parties.

5 Special terms and conditions for the Charging Service

5.1 General

- 5.1.1 Through the Charging Service, the Customer is able to notify any relevant Partner or P-operator, or EasyPark (when EasyPark acts as a reseller, as further described in Section 5.1.4), as applicable, (a) when a Charging Session is started or ended, (b) of the preliminary charging time/level, and (c), if necessary, of an extension/increase of the charging time/level.
- 5.1.2 The terms and conditions for the Parking Service set forth in section 4, apply *mutatis mutandis* to the Charging Service. However, started and ended parking shall, respectively, mean started and ended Charging Session. No resident parking and no system corresponding to CameraPark exist in relation to the Charging Service.
- 5.1.3 EasyPark provides information regarding Charging Sessions on My Pages and such information is generally stored for at least twelve months.
- 5.1.4 In relation to certain P-operators and Partners, the Charging Service includes an element of immediate on-demand purchase and re-sale of electricity or charging time, whereby EasyPark acts as a reseller. When a Customer is charging an electric vehicle and starts a Charging Session, from such time and until the Charging Session has ended; EasyPark will i) buy relevant electricity or charging time from the relevant P-operator or Partner, and ii) re-sell the relevant electricity or charging time to the Customer.
- 5.1.5 If EasyPark does not function as a reseller, EasyPark will collect the relevant Charging Fee (including VAT, if applicable) from the Customer and transfer the amount to the relevant P-operator or Partner.
- 5.1.6 Charging stations are provided and maintained by Partners and/or P-operators, and not by EasyPark. EasyPark assumes no responsibility for the charging station used or the electricity consumed by the Customer in connection with the Charging Service (the “**Charging Station**”), and does not provide any technical support in relation to the Charging Station. If a Charging Station does not function properly or, *e.g.*, has caused damage to the Customer’s vehicle, the Customer is referred to the relevant Partner or P-operator. Contact details are usually available at the Charging Station, but may also be retrieved from EasyPark’s customer service.

5.2 The Customer’s undertakings and responsibility

- 5.2.1 The Customer shall always comply with applicable laws and regulations, and the rules established by each relevant Partner or P-operator at any given time, or which are otherwise applicable in relation to the Customer’s charging of the vehicle.
- 5.2.2 If the Charging Service is not available or is out of function, for example due to reasons attributable to the (i) telephone, (ii) Mobile phone or (iii) other technical equipment (*e.g.*, a vehicle’s infotainment system) used by the Customer, or failure, disruption or delay in the telephone, Internet, or other communication network, the Customer is responsible for making proper payment for the relevant

Charging Session to the relevant Partner or P-operator in any other way instructed by such Partner or P-operator.

- 5.2.3 The Customer is responsible for any damage caused by the Customer, the Customer's vehicle or other property pertaining to the Customer in connection with the charging of the Customer's vehicle, unless otherwise provided in Section 11.1.

6 Special terms and conditions for the Parking Guidance Service

- 6.1 Through the Parking Guidance Service, the Customer may receive proposals regarding available Parking Lots and/or Charging Stations close to the Customer, through the App's positioning function or other technical solution approved by EasyPark which is compatible with the Parking Guidance Service.
- 6.2 The Parking Guidance Service requires that the Customer uses the App or Car App, as the case may be, and has enabled the functions "allow location access" and/or "allow push notifications" on its Mobile phone or other technical solutions approved by EasyPark.
- 6.3 EasyPark does not guarantee that the Parking Lots/Charging Stations as proposed by the Parking Guidance Service are actually available, nor that the Parking Guidance Service shall always accurately guide the Customer to such Parking Lot/Charging Stations. EasyPark assumes no liability in that respect.

7 Special terms and conditions for the Tolling Service

- 7.1 The Tolling Service enables the Customer to pay the toll owed to ASFINAG for the use of toll roads in Austria.
- 7.2 The fees due for the use of toll roads (the "**Toll**") are set by ASFINAG. EasyPark does not have control over the Toll tariffs, which may change from time-to-time. EasyPark will collect the Toll due (including VAT, if applicable) from the Customer and transfer the amount to ASFINAG.
- 7.3 By using the Tolling Service, the Customer accepts the applicable tariffs and conditions of ASFINAG.
- 7.4 The Customer shall at all times comply with the applicable laws and regulations as well as the rules established by ASFINAG or any other rules applicable to the use of the respective road.
- 7.5 If the Tolling Service is not available, for example for reasons attributable to the telephone, the mobile telephone or other technical equipment used by the Customer, or due to the breakdown or interruption of the telephone network, the Internet or any other communication network or due to delays in these networks, the Customer shall be responsible for making proper payment of the relevant Toll to ASFINAG by other means, in particular in accordance with the Road Toll Act 2002 ("Bundesstraßen-Mautgesetz 2002") and the Tolling Regulations for Austrian Motorways and Expressways ("Mautordnung für die Autobahnen und Schnellstraßen Österreichs").
- 7.6 EasyPark provides information regarding the Customer's use of the Tolling Services on My Pages, and such information is generally stored for at least twelve months.

8 Prices and fees

- 8.1 Certain information regarding pricing for the Services, Product Packages, Additional Services and other additional functions can be found on the Website. The prices and fees due are displayed in the App/Car App. All prices and fees include VAT. Parking Fees and Charging Fees are in addition to and not included in EasyPark's prices and fees.
- 8.2 EasyPark's pricing model for the Product Packages currently consists of a non-recurring fee when registration of a Customer account is approved, and/or, depending on the Product Package selected by the Customer (which primarily is driven by the Customer's parking requirements), of (i) only a fixed monthly fee (*i.e.*, a subscription model, "**EasyPark Large**"), (ii) a fixed and/or percentage surcharge to the relevant Parking/Charging Fees/Tolls and a fee per use of Additional Services, *i.e.*, fees are calculated and charged on a transaction by transaction basis, not as a fixed monthly fee ("**EasyPark Small**"), or (iii) a combination of a fixed and/or percentage surcharge to the relevant Parking/Charging Fees/Tolls, a fee per use of Additional Services and a fixed monthly fee. Separate fees may be charged for Additional Services (such as the Parking Guidance Service) and other additional notifications and functions, which are not included in the relevant Product Package.
- 8.3 Additional Services, which currently are included in the Product Packages, or any new services, may in the future be subject to separate fees.
- 8.4 EasyPark reserves the right to change its prices and fees, including changes to recurring subscription fees (including to reflect any general increase of prices in accordance with the national consumer price index). For Services that are remunerated by a fixed monthly fees (see 8.2(i) and 8.2(iii) above), any change in fees will be communicated to the Customer by EasyPark no later than two months prior to the effective date of the changes. Unless EasyPark receives an objection from the Customer prior to the notified effective date, or if the Customer explicitly agrees to the changes at an earlier date, the changes will take effect on the notified date. By continuing to use the Services and/or a subscription after the price change has taken effect, you will have accepted the new prices and fees. EasyPark will also inform the Customer of the objection period and the consequences of not objecting to the change of prices and fees. For Services that are remunerated by a price or fee that is calculated and charged on a transaction by transaction basis (see 8.2(ii) and see 8.2(iii) above), such amendments become effective immediately for all future transactions, *i.e.* the amended prices or fees apply at the point in time at which the Customer requests a Service and accordingly such prices and fees may change at any time without notice. The prices and fees applicable at the relevant point in time are shown in the App/Car App when the Customer requests a Service and before the Customer bindingly books a Service.
- 8.5 The Customer's right to terminate the Agreement without prior notice and free of charge until the change of prices and fees enters into force remains unaffected and EasyPark will inform the Customer separately of this right in the notified change of prices and fees. If the Customer objects to any change in EasyPark's prices and fees, the Customer will be deemed to have terminated the Agreement with effect as per the time the amendment or change enters into force.

8.6 If the customer was not notified of the price or fee adjustment resulting from the development of the Consumer Price Index in one year, this adjustment can also be notified to the customer later with effect for the future.

8.7 EasyPark's collection of fees from the Customer and transfer of such fees to the relevant P-operator or Partner, as the case may be, is not subject to the provisions of the Austrian Payment Services Act 2018 (Zahlungsdienstegesetz 2018), given that the services provided fall under the exemption set forth in section 3(3)(11) of the Austrian Payment Services Act 2018 (Zahlungsdienstegesetz 2018).

9 Payment terms, etc.

9.1 Payment is made either by charging the Customer's registered payment card, or by any other payment method approved by EasyPark. The Customer selects and approves of the payment method in connection with its application for registration. For information regarding additional payment terms applicable to each respective payment method, reference is made to the relevant payment service provider.

9.2 The fixed monthly fee is charged monthly in advance and is not refundable. Other prices and fees (except for what is set forth in section 9.3) are charged in accordance with the payment method selected by the Customer after the starting or ending of the relevant Service. The Customer hereby approves such charging.

9.3 Parking Fees, Charging Fees, Tolls and EasyPark's surcharge, if applicable in accordance with the Product Package selected by the Customer, are typically charged (i) in connection with EasyPark having initiated the steps to arrange for the transfer of the relevant amounts regarding the Parking Fee, Charging Fee or Toll to the relevant P-operator or Partner, or (ii), if EasyPark acts as a reseller in relation to the Charging Service, after the relevant Charging Session has been ended.

10 The availability of the EasyPark System, intellectual property rights, etc.

10.1 The EasyPark System and Services are under continuous development and may be updated or changed from time-to-time or discontinued.

10.2 The EasyPark System is generally available 24 hours a day, but the availability may be interrupted due to planned upgrades, modifications and maintenance or due to unexpected system failures. The Customer acknowledges that software can never be tested in all possible situations and that deviation from agreed functionality and unexpected errors and disruptions may occur. EasyPark reserves the right to update the EasyPark System with new functions or otherwise modify it in order to, for example, adapt it to new technology, new security standards or new administrative procedures.

10.3 All copyright (including the right to computer programs, data bases, source codes, object codes and algorithms) and other intellectual property rights (including trademarks and patent rights) relating to the EasyPark System and its contents are owned or licensed by EasyPark or its suppliers and partners. No such rights are transferred to the Customer by the virtue of this Agreement. It is not allowed to use, or to grant others a right to use, the EasyPark System or its contents for commercial purposes. The Customer does not have any right to copy, distribute, sell, publish, transfer, lend, sub-license, modify,

or otherwise dispose of or take any action regarding the software included in the EasyPark System. The Customer does not have any right to engage in reverse engineering, decompilation, disassembling or in any way attempt to access the software's source code. In addition to the Customer's right to information pursuant to Sections 4.2.6 and 5.1.3, the Customer has no right - by itself or through others - to collect and store data from the App, the Car App and the Website.

- 10.4 The Customer shall ensure that all information and materials which are transferred to the EasyPark System are free from damaging elements or source code or malware (such as viruses, worms and Trojan horses). It is the responsibility of the Customer that any information which the Customer uploads to My Pages or makes available via the App or the Car App does not infringe any third party's intellectual property or other rights and is not in conflict with any law or regulation.

11 EasyPark's liability

- 11.1 Nothing in these General Terms and Conditions shall exclude liability of EasyPark for gross negligence and wilful misconduct, or death and personal injury caused by EasyPark's negligence, or any other type of liability which cannot be excluded or limited under applicable law.

- 11.2 EasyPark is not liable for:

- a) loss or damage to the Customer's vehicle or other properties while using any Parking Lots or Charging Stations;
- b) the services offered by P-operators or Partners.

- 11.3 Further, EasyPark is not liable for any damage or loss incurred by the Customer caused by:

- a) the Customer's fault or negligence, including that the Customer has (i) not correctly started or ended a Service (irrespective of whether the Customer has selected to receive a reminder from EasyPark or used CameraPark); (ii) not heeded information received from EasyPark or any relevant P-operator or Partner; or (iii) when starting a parking specified the wrong Licence Plate Number or Parking Lot (irrespective of whether such information has been entered manually or after a proposal made by the positioning function in the App or the Car App or through the use of Automatic CameraPark);
- b) the Customer not having discharged its duties under the Agreement or otherwise not complied with EasyPark's instructions;
- c) the Customer having parked its vehicle in violation of applicable laws, regulations, and/or rules established by the relevant P-operator or which are otherwise applicable in relation to the Parking Lot where the Customer parks the vehicle;
- d) error or insufficient functionality (such as the equipment being switched off or having a discharged or dead battery) relating to the Customer's (i) telephone, (ii) Mobile phone or (iii) other technical equipment (e.g., a vehicle's infotainment system), which may result in a parking or a Charging Session not being started or extended (whereby the Customer risks, e.g., a parking fine) or not being ended correctly (whereby the Customer risks, e.g., to pay too much for its parking or charging);

- e) failure, disruption or delay in telephone, Internet, or other communication network provided by a party other than EasyPark, or any telecommunication operator's actions or omissions affecting the Services' functionality or its availability, which, *e.g.*, may result in the Customer's phone, Mobile phone or other technical equipment not being able to communicate with the EasyPark System and a parking or a Charging Session not being started or extended (whereby the Customer risks, *e.g.*, a parking fine) or not being ended correctly (whereby the Customer risks, *e.g.*, to pay too much for its parking or charging);
- f) the Service having been cancelled by EasyPark due to reasons that prove to be incorrect, but which EasyPark had reason to believe were correct at the time of the cancellation, and which justified the cancellation;
- g) a Charging Station not functioning correctly;
- h) a Parking Lot/Charging Station proposed by EasyPark not being available when the Customer arrives there;
- i) the Customer's EasyPark Card having been lost or stolen without the Customer informing EasyPark thereof, or otherwise been subject to unauthorised use;
- j) the Customer not having informed EasyPark of a known or suspected misuse of the Licence Plate Number of a vehicle registered for use of Automatic CameraPark;
- k) a Mobile phone, on which the Customer has installed the App, or a vehicle, in which the Customer has installed the Car App, being lost or stolen;
- l) the Customer not having duly deactivated the Automatic CameraPark service in relation to a vehicle;
- m) unauthorised use of the Login Credentials and/or the Services, or
- n) Force majeure (see section 15).

12 Complaints

- 12.1 In case of a defective Service or an erroneous charge or fee, the Customer shall submit a written complaint to EasyPark's customer service without delay, and at the latest within 60 days from when the relevant Service started to be provided, alternatively from when the Customer became, or should have become, aware of the relevant erroneous charge. The complaint shall clearly specify the nature of the defect or error. The Customer shall provide reasonable assistance to EasyPark in connection with any investigation made due to the complaint.
- 12.2 Complaints regarding erroneous Parking Fees, Charging Fees or Tolls are handled and decided upon in dialogue with the relevant P-operator or Partner. If and when such a complaint is approved, EasyPark shall without delay compensate the Customer with the relevant amount. If the complaint is rejected, EasyPark shall notify the Customer of the outcome of the handling of the complaint including explanation of the decision. Complaints related to a CameraPark System will be referred to the relevant P-operator.
- 12.3 Prior to or after receiving compensation from EasyPark for any fees, tolls or other charges pursuant to section 12.2 or otherwise, the Customer may be required to object to any corresponding claim of a P-

operator, Partner or other third party, as the case may be, as part of the Customer's reasonable assistance and cooperation. In addition, pursuant to EasyPark's written request, the Customer shall procure that EasyPark is allowed to handle any negotiation or dispute with any third party in relation to a dispute or potential dispute in respect of such fees, tolls or charges. This includes granting EasyPark all authorisations and all assistance reasonably required to enable EasyPark to defend, at its own cost, against such claim or potential claim and to agree to any settlement or otherwise compromise or discharge such claim.

13 Term, early termination, etc.

- 13.1 The Agreement is valid from the confirmation of the Customer account registration by EasyPark (see section 3.2) until it is terminated in accordance with the terms of the Agreement, or as otherwise agreed in writing.
- 13.2 If the Customer has selected a Product Package without fixed monthly fee, the Customer may terminate the Agreement with immediate effect. If the Customer has selected a Product Package with a fixed monthly fee (in full or in part), the Customer may terminate the Agreement as per the end of the next calendar month following the notice of termination.
- 13.3 Without prejudice to the termination right of the Customer under section 14.2, in case of a change of prices and fees, the Customer is entitled to terminate the contract with effect as of the time the changed prices and fees become effective.
- 13.4 EasyPark has the right to immediately suspend the Customer's access to the Services, cancel the Customer's user account and/or terminate the Agreement with immediate effect if:
 - a) the Customer is in material breach of any of its undertakings under the Agreement;
 - b) the Customer does not fulfil, or there is a reasonable reason to assume that the Customer will not fulfil, its payment obligations in relation to EasyPark, or does not have a valid payment card or any other payment method registered through EasyPark;
 - c) the Customer, according to EasyPark's reasonable assessment, could be expected to become insolvent;
 - d) the Customer uses the EasyPark System or any Service in violation of the Agreement, or in a way which may be detrimental or cause damage to EasyPark or any third party;
 - e) the Customer has repeatedly parked its vehicle in violation of applicable laws, regulations, and/or rules established by any relevant P-operator;
 - f) the Customer has provided incorrect, incomplete or misleading information, or
 - g) EasyPark, based on an overall assessment, considers it likely that the Customer may be involved in, or linked to, criminal activity.
- 13.5 EasyPark may terminate the Agreement or stop providing the Services, as a whole or in parts, subject to two month's prior notice.
- 13.6 If the Customer has selected a Product Package, for which the Customer pays in full or in part a fixed monthly fee, it is the Customer's responsibility to terminate the Agreement if its registered vehicle has

been sold, is temporarily deregistered, or otherwise will not be used. EasyPark has no responsibility to verify that a vehicle having been registered by the Customer has not been temporarily deregistered.

13.7 Termination of the Agreement by the Customer shall be made in writing.

13.8 Termination of the Agreement (for whatever reason) shall not affect any rights and/or obligations incurred by a Party prior to the date the Agreement is terminated.

14 Information concerning the exercise of the right of withdrawal for consumers (Widerrufsbelehrung)

14.1 Right of withdrawal

14.1.1 After registration, EasyPark will perform its Services immediately by providing the Customer access to the EasyPark System and related services, as expressly requested by the Customer.

14.1.2 You (= **Consumer**) have the right to withdraw from the Agreement within fourteen days without giving any reason. The withdrawal period will expire after fourteen days from the day of the conclusion of the Agreement.

14.1.3 To exercise the right of withdrawal, you must inform us (Easypark Austria GmbH, Kärtner Ring 5-7, 1010 Vienna, Austria) of your decision to withdraw from this Agreement by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

14.2 Consequences of the exercise of the right of withdrawal

14.2.1 If you withdraw from this contract, we shall reimburse to you all payments received from you, without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

14.2.2 If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract. Irrespective of section 14.2.1, any Parking Fees, Charging Fees or Tolls accrued during the withdrawal period shall be paid by the Customer and will not be reimbursed by EasyPark.

15 Force Majeure

EasyPark shall not be responsible or liable for failure or delay in carrying out the terms of this Agreement resulting from any cause or circumstance beyond EasyPark's reasonable control, including, but not limited to, fire, flood or other natural disasters, acts of war, terrorist actions, labour conflicts, failure, disruption or delay in telephone, Internet or other communication network, restrictions in the

general traffic, accident, explosion, disturbances, legislation or measures taken by governmental authority.

16 Information, Personal data

- 16.1 The Customer acknowledges that EasyPark may share information regarding the (Customer's use of the) Services to P-operators and Partners in order to discharge its duties in relation to them. Furthermore, the Customer acknowledges that EasyPark may report any misuse of the Services, illegal activities, fraudulent or inappropriate behaviour and/or suspicions thereof to the police or any other competent authority.
- 16.2 Personal data is processed and handled in accordance with applicable legislation for the protection of personal data and in accordance with EasyPark's privacy policy.

17 EasyPark in other countries

- 17.1 EasyPark is part of a group of companies (each an "**EP Company**") who provide services substantially corresponding to the Services provided by EasyPark (the "**EP Services**"), in the countries (exclusive of any country listed as franchise), which are from time to time listed on www.easyparkgroup.com (each an "**EP Country**"). Please visit www.easyparkgroup.com for information on places within an EP Country where the EP Services may be used.
- 17.2 If the Customer visits another EP Country (*i.e.*, another country than Austria), the Customer may use the EP Services provided that the Customer agrees to the applicable general terms and conditions of the local EP Company.
- 17.3 The EP Services are provided by the local EP Company, and when the Customer uses the EP Services it is a customer of the local EP Company. However, when using the EP Services, the Customer makes payment to EasyPark (and not to the local EP Company). The daily exchange rates published by the Swedish Central Bank are used to convert any fee charged in any EP Country to Euro.

18 Amendments, assignment, etc.

- 18.1 Amendments to these General Terms and Conditions will be notified to the Customer by e-mail or SMS to the telephone number provided by the Customer at the time of registration or by App at least two months before the amendments are scheduled to take effect. Amendments are deemed approved (i) if the Customer explicitly agrees to them or (ii) if amendments are notified to the Customer through the App/Car App, SMS or to the e-mail address or telephone number provided by the Customer during registration at least two months before the planned entry into force of the amendments and if the Customer does not object to them within two months. The Customer will be separately informed of this period and the consequences of his not objecting to the amendments. The relevant prices and fees may only be amended subject to section 8. If the Customer objects to any amendment of these General Terms and Conditions, the Customer will be deemed to have terminated the Agreement with effect as per the time the amendment or change enters into force.
- 18.2 The General Terms and Conditions applicable from time to time are available on the Website.

18.3 EasyPark has the right to assign, in full or in part, its rights and/or obligations under the Agreement to any other person or party without the Customer's consent. Furthermore, EasyPark has the right to employ sub-contractors to discharge its duties under the Agreement.

18.4 The Customer may not assign its rights and/or obligation under the Agreement to any other person or party without EasyPark's written consent.

19 Miscellaneous

19.1 The Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof.

19.2 The Parties agree that, should any provision of the Agreement be held invalid or unenforceable, such provision and the other terms and conditions of the Agreement shall apply to the extent allowed.

19.3 These General Terms and Conditions (as well as any other terms and conditions which forms part of the Agreement) are available in several languages, out of which the German language version constitutes the original language version. The Parties acknowledge that in case of any discrepancies between this language version and the German language version of the General Terms and Conditions, the German version shall prevail.

20 Applicable law and disputes

20.1 The Agreement shall be governed by and construed in accordance with the laws of Austria, explicitly excluding conflicts of law provisions.

20.2 Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall primarily be solved by voluntary agreement between the Parties. If the Parties are not able to reach an agreement, the dispute may, at the Customer's request, be considered by the Internet Ombudsman (*Internet Ombodsmann*, www.ombudsmann.at) or the independent dispute resolution body for consumer business, set up by the Austrian Association for Consumer Information (*Schlichtung für Verbrauchergeschäfte beim Verein für Konsumenteninformation*, www.verbraucherschlichtung.at). A dispute may also be settled by courts. The place of jurisdiction for all disputes arising from this contract shall be Vienna, Innere Stadt, except for actions against consumers within the meaning of the Consumer Protection Act (*Konsumentenschutzgesetz*) who are domiciled, habitually resident or employed in Austria.

20.3 The Customer may use the European Commission's online platform to send a complaint to Austrian Association for Consumer Information.

20.4 This section 20 shall survive the termination of the Agreement.

21 Customer service

EasyPark's customer service answers questions regarding the Agreement and the Services provided by EasyPark during office hours during business days in Austria.

Telephone number: (+43) 0800 90 99 09

Email address: post.at@easypark.net

* * *

Model withdrawal form for Consumers

(If you want to withdraw from the contract, please fill out this form and send it back)

To

EasyPark Austria GmbH

Gertrude-Fröhlich-Sandner-Straße 2, 1100 Vienna, Austria

By e-Mail: post.at@easypark.net

I/we (*) hereby withdraw from the contract concluded by me/us (*) for the provision of the following service (*)

The service was ordered/ received on: _____.

Name of the consumer(s): _____

Address of the consumer(s): _____

Signature of the consumer(s) (only if communicated on paper):

Date: _____