EASYPARK – GENERAL TERMS AND CONDITIONS FOR BUSINESS CUSTOMERS

<u>Effective as of 1 February 2024</u>

1   Applicability

1.1   These general terms and conditions (the "**General Terms and Conditions**") apply when EasyPark SARL, a *société à responsabilité limitée à associé unique* having its registered office located at Metz Technopole, 4 rue Marconi, 57070 Metz, registered with the commercial registry of Metz under number 513 560 359 ("**EasyPark**"), provides Services (as defined below) to business customers (the "**Customer**") in France. Furthermore, these General Terms and Conditions apply in applicable parts when any natural person associated to the Customer (a "**User**") is using the Services under authorization of the Customer.

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

- any individually agreed terms and conditions;
- any special terms and conditions governing a particular Service ("**Special 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 legal persons and their representatives.

1.4   Section 17 includes special provisions governing the use of EasyPark services abroad.

1.5   By registering with EasyPark (see section 3.2), the Customer agrees with and accepts to be bound by these General Terms and Conditions and any applicable Special Terms and Conditions, by which a binding agreement (the "**Agreement**") arises. These General Terms and Conditions and any applicable Special Terms and Conditions form part of the Agreement between EasyPark and the Customer.

1.6   The Customer is responsible for any User and its use of Services (including, but not limited to, the liability to make payment for such use, as the case may be), and shall procure that such use is in accordance with the Agreement. The Customer shall inform any User of the contents of these General Terms and Conditions from time to time (including of any amendment pursuant to section 18.1), and shall procure that the User complies with these General Terms and Conditions. The Customer is responsible for any fault, negligence or breach by any User.

1.7   By using any Service, the User accepts and agrees to be bound by these General Terms and Conditions in applicable parts. Any use by the User of his or her corporate account shall be (i) deemed to be made in the context of his or her professional activity and (ii) subject to these General Terms and Conditions in applicable parts. If the User also has a consumer account with EasyPark, EasyPark's from time to time applicable general terms and conditions for consumer customers apply to the User's private use of any services provided by EasyPark, with the exclusion of these General Terms and Conditions.

1.8 If the Customer or the User has authorised, permitted or otherwise made available for someone else to use the Customer's or User's EasyPark account, the Customer and/or User, as applicable, 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:

"**Active User Account**" means a user account that has had an active transaction in the previous 24 months, for example a parking or a subscription fee;

"**App**" means EasyPark's Mobile phone application, as well as EasyPark's applications as available through other user interfaces (*e.g.*, certain smart watches);

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

"**CameraPark System**" 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 Cost**" means the price payable by the User in relation to a Charging Session, corresponding to and being calculated based on the length of the relevant Charging Session multiplied with the charging price generally applied by the relevant P-operator or Partner in relation to the relevant Charging Station from time to time, which factors EasyPark does not have control over, and which may change from time to time – however the Charging Cost does not include any EasyPark service fee that may be applicable in accordance with section 8 below;

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

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

"**Charging Station**" shall have the meaning set forth in section 5.1.5;

"**EasyPark**" shall have the meaning set forth in section 1.1;

"**EasyPark Card**" means the pass, which EasyPark may provide to a User, 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 and any User gain access to via the App, the IVR Service, the Car App, the Portal 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 Cost**" shall have the meaning set forth in section 4.1.7;

"**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;

"**Partner**" means partners which EasyPark co-operates with or otherwise maintains a contractual relationship with (however, excluding P-operators);

"**Party**" and "**Parties**" means EasyPark and/or the Customer or a User, as the case may be;

"**P-operator**" means any parking operator (including cities), which EasyPark co-operates with;

"**Portal**" means EasyPark's web-based portal, which Customers using certain Additional Services may gain access to;

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

"**User**" shall have the meaning set forth in section 1.1; and

"**Website**" means EasyPark's website www.easypark.fr.

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 and their Users 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**") and other functions. The Parking Service and the Additional Services, as well as other services provided by EasyPark to business customers from time to time are jointly referred to as the "**Services**". For the avoidance of doubt, EasyPark does not provide any parking locations, parking spaces, or facilities for charging of electrical vehicles as such, nor does EasyPark perform any kind of enforcement services.

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, 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   Some Services may be offered simultaneously and separate costs and fees for each Service may be applicable and charged. 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, prices and any special terms and conditions are described on the Website and in the App/Car App from time to time.

3.2 **Access to the Services, registration data, etc.**

3.2.1 *Registration of the Customer, etc.*

3.2.1.1 A pre-condition for the Customer to gain access to the Services is that the Customer registers as a business customer with EasyPark. EasyPark reserves the right to reject a registration.

3.2.1.2 The EasyPark account provides an overview of the account balance, transaction history, purchased active and historical products and registered vehicles. EasyPark provides information regarding parkings and Charging Sessions made on the Customer's and/or User's Business Self-Service, and such information is stored in accordance with EasyPark's privacy policy.

3.2.1.3 Registration can be made via the Website, the App, Mobile phone, or in such other ways as accepted by EasyPark from time to time. In connection with the registration, the Customer shall select a Product Package and select a payment method accepted by EasyPark, and register a payment card, or, as applicable, provide other information relevant for the selected payment method. Furthermore, the Customer shall provide other requested information, such as a valid phone number and/or email address.

3.2.1.4 When the Customer's registration has been completed, it is granted a non-exclusive and non-transferable right, which is limited in time and not sub-licensable, to use the EasyPark System and thereby the Services and – if applicable – the App, the Car App and the Portal through its Users, in accordance with the selected Product Package and the Agreement. The Customer's and any User's right to use the EasyPark System and, if applicable, the App, the Car App and the Portal, remain during the term of the Agreement and for as long as the Customer has an Active User Account and the Customer and any User discharge their respective duties under the Agreement (including these General Terms and Conditions and any applicable Special Terms and Conditions).

3.2.1.5 The Customer received a unique username and password by e-mail (together, the "**Login Credentials**"). The Login Credentials also enable the Customer to, *inter alia*, log on to the Customer's personal website on the Website ("**Business Self-Service**") and the Portal, as the case may be.

3.2.2 *Registration of a User, etc.*

3.2.2.1 Pre-conditions for the User to be able to use the Services are that (i) the Customer's application for registration has been approved by EasyPark, and that (ii) the User is registered with EasyPark, as a business user associated to the Customer. EasyPark reserves the right to reject a User's application for registration.

3.2.2.2 Registration can be made via the Website, telephone or in such other ways as accepted by EasyPark from time to time. In connection with the registration, requested information regarding the User, such as further specified personal data, valid mobile phone number and/or email address shall be provided.

3.2.2.3 When the registration has been completed, the User 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 discharges its duties under the Agreement (including these General Terms and Conditions), and the User has an Active User Account and discharges its duties under these General Terms and Conditions.

3.2.2.4   When a registration has been completed, the User will receive Login Credentials, which enable the User to, *inter alia*, log on to the User's Business Self-Service and the App.

3.2.2.5   Certain Services offered through the App or the Car App require that the User has enabled the function "allow location access" and/or "allow notifications" on its Mobile phone, vehicle or other technical solutions approved by EasyPark. EasyPark reserves the right to not provide such Services where the User has not enabled these functions as required by it.

3.3   The Customer's and the User's undertakings and responsibility

3.3.1   The Customer is responsible for procuring that accurate information regarding the Customer is registered with EasyPark at any time. Following the registration, the Customer shall log on to its Business Self-Service 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 11.2.

3.3.2   The Customer and the User are jointly and severally responsible for procuring that accurate information regarding the User and relevant vehicles is registered with EasyPark at any time. Following the registration, the User shall log on to its Business Self-Service or check the settings in the App or Car App, as applicable, to verify that the registered information is accurate. EasyPark is under no circumstances liable for erroneous registered information, regardless of registration method, unless otherwise provided in section 11.

3.3.3   The Customer is responsible for ensuring that the payment card registered through EasyPark, or any other selected payment method, as applicable, remains 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 Business Self-Service, or by notifying EasyPark's customer service) regarding a new payment card (if used as the method of payment), or add a new method of payment, at the latest by the end of the calendar month preceding the calendar month when the registered payment card expires.

3.3.4   If the Customer has been approved to make payment against invoice, the Customer shall provide EasyPark with any relevant invoicing information, such as company name, organisational number, invoice address and VAT number, as requested by EasyPark from time to time, and procure that such provided information is up to date at all times.

3.3.5   The Customer is responsible for deregistering any User, which no longer is associated with the Customer.

3.3.6   The Customer shall provide EasyPark with any reasonably requested information and documentation in order for EasyPark to be able to comply with any tax reporting obligations (*e.g.*, the Customer's VAT or GST number).

3.3.7   The Customer and the User, respectively, is responsible for procuring that its Login Credentials are kept and used in a safe manner, and not disclosed or otherwise made available to any unauthorised person.

3.3.8   The Customer or the User, as the case may be, shall without delay inform EasyPark, as instructed from time to time on the Webpage (*e.g.*, through an update in the App or on Business Self-Service, or by notifying EasyPark's customer service), if:

- the Customer or the User, as the case may be, has any reason to believe that an unauthorised person has gained access to or knowledge of the relevant Login Credentials;

- the User's EasyPark Card has been lost or stolen;

- any registered information regarding the Customer or the User, as the case may be, has been changed or should be updated, for example if the User is no longer using the mobile phone number registered with EasyPark;

- the Customer or the User, as the case may be, has any reason to believe that the Licence Plate Number of a vehicle registered for use of Automatic CameraPark (as defined below) is misused;

- the car that the Customer or the User, respectively, is using through a third party (*e.g.*, a leasing company) is returned to the third party;

- a Mobile phone, on which the User has installed the App, or a vehicle in which the User has installed the Car App, is lost or stolen; or

- a registered vehicle has been sold, temporarily deregistered, 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 Licence Plate Number, the EasyPark Card and/or the Customer's or the User's user account, or update the Customer's or the User's registered information.

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

3.3.9   In addition to what is set out in the Agreement, the Customer and the User, respectively, shall comply with any reasonable instructions given by EasyPark from time to time.

3.3.10 The Customer and the User, respectively, 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 it in relation to the Services functions properly and is compatible at all times with (i) the EasyPark System, (ii) the Services, (iii) the App, (iv) the Car App, and (v) the Portal, as applicable. The Customer and the User, respectively, 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, the Car App and the Portal, are available on the Website.

3.3.11 The Customer accepts that invoices, as the case may be, and other financial documents are sent by email and/or provided through the Customer's Business Self-Service.

3.3.12   The Customer and the User may only use the Services, the EasyPark System and the EasyPark account in accordance with the Agreement, and any misuse by the Customer or the User (including, as the case may be, allowing any third party's misuse) of the Services, the EasyPark System and/or the Customer's EasyPark account is strictly prohibited.

4   Special terms and conditions for the Parking Service

4.1   General

4.1.1   Through the Parking Service, the User is able to notify the relevant P-operator of when a parking starts and ends, the preliminary parking time, and, if necessary, extend the parking time. However, due to rules established by a particular P-operator, the User 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.

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 (if the vehicle's Licence Plate Number has been activated for Automatic CameraPark in the App in due course before the entry), whereby the User 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 User 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. The Customer and User are responsible for checking whether Automatic CameraPark is available for a given Parking Lot. Areas with Automatic CameraPark are marked with a camera symbol in the App.

4.1.3   Automatic CameraPark is subject to activation. The Customer acknowledges that Automatic CameraPark can (only) be activated by the User, for which the Customer is fully responsible. When Automatic CameraPark is activated and used, the Customer and the User each:

- confirm that it is an authorized user of the vehicle for which Automatic CameraPark is activated;
- understand that it is obliged to disable the Licence Plate Number for Automatic CameraPark if it is no longer an authorized user of the related vehicle;
- understand that adding a Licence Plate Number to its account for Automatic CameraPark is at the Customer's and User's own risk and account;
- understand that the Parking Cost and any EasyPark service fee that may be applicable in accordance with section 8 below, will be calculated when the relevant vehicle exits the Parking Lot and will be automatically debited using the payment method the Customer has chosen;

- understand that allowing push notifications in the App/Car App is not mandatory but it can help to keep the Customer and/or User informed about ongoing parking and/or when one of the vehicles in the Customer's/User's account is enabled or disabled for Automatic CameraPark;

- understand that only Parking Lots with a camera symbol in the App/Car App support Automatic CameraPark; and

- understand that Parking Lots that use Automatic CameraPark may be added or removed without notice.

4.1.4   The Customer and/or - if applicable - the User shall ensure that (de)activation of Automatic CameraPark is timely done before the next entry of a Parking Lot that supports Automatic CameraPark.

4.1.5   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 and the User are referred to the relevant P-operator.

4.1.6   The Parking Service may also be used for permit parking, provided that the relevant P-operator accepts this. When using the Parking Service for permit parking, the User may need a parking permit. The User is responsible for procuring that the User holds a relevant parking permit. When using the Parking Service for permit parking, the User may only be able to notify the P-operator of a fixed parking time.

4.1.7   The fee due to the P-operator for parking at a Parking Lot (the "**Parking Cost**") is set based on factors determined by the relevant P-operator, such as the applicable parking tariff, and the User's usage, such as the amount of parking time. EasyPark does not have control over these factors, which may change from time to time. The Parking Cost does not include any EasyPark service fee that may be applicable in accordance with section 8 below.

4.1.8   EasyPark will, depending on the circumstances, either (i) collect the payment of the Parking Fee from the Customer on behalf of the relevant P-operator or (ii) acquire the P-operator's claim against the User for payment of the relevant Parking Fee and collect the payment of the Parking Fee from the Customer for its own account (see section 7).

4.1.9   In connection with the Parking Service, EasyPark offers certain Additional Services and functions (some at an additional cost depending on the Product Package). For example, the User 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 User is always responsible for ending or extending a parking that has been started via the Parking Service.

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 indicated in the App's map interface or in the Car App; 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 The relevant P-operator decides on rules and parking conditions in relation to a Parking Lot.

4.2.3 To be able to use the Automatic CameraPark service in relation to a particular vehicle, the User must activate the Automatic CameraPark service for such vehicle, via the App, the Portal or Business Self-Service, and register the vehicle's Licence Plate Number. The User is responsible for specifying the correct Licence Plate Number. If the User also has a consumer user account with EasyPark in which he/she uses the same Licence Plate Number, he/she must select which account the Automatic CameraPark parking shall be registered to before entering the gate.

4.2.4 The User can start a parking session through the Parking Service by activation via either:

- the App;
- the Car App;
- the IVR Service;
- the CameraPark System, provided that the relevant P-operator supports Automatic CameraPark; or
- the EasyPark Card, provided that the relevant P-operator supports such card.

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

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

4.2.5 If the User starts a parking through the Parking Service, the User shall in connection therewith specify the parked vehicle's Licence Plate Number and the relevant Parking Lot, unless Automatic CameraPark is used. If the User uses the App's or the Car App's positioning function or CameraPark, the User shall ascertain that the proposed Parking Lot is in fact the Parking Lot, on which the User has parked. The User 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 11.4a)).

4.2.6 If the User also has a consumer user account with EasyPark, the IVR Service is not available in relation to its business user account.

4.2.7 When using the Parking Service for permit parking, the User shall have a 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 parking permit is required.

4.3 **The Customer's and the User's undertakings and responsibility**

4.3.1   The Customer and the User 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 the User parks the vehicle.

4.3.2   The User is responsible for starting the parking correctly and ascertaining that the specified Parking Lot and Licence Plate Number is correct, as set forth in section 4.2.5.

4.3.3   The User is responsible for procuring that a started parking is ended or extended, as the case may be. If the User did not state a preliminary end time or a total parking time when the parking was started, the User is responsible for ending the parking manually. If the User is using CameraPark, the User shall check that a started parking has ended when the relevant vehicle leaves the relevant Parking Lot, and notify EasyPark's customer service, if it has not ended automatically.

4.3.4   If the User is using CameraPark, the User is responsible for procuring that the relevant vehicle's licence 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 User, or failure, disruption or delay in telephone, Internet, other communication network, or a CameraPark System, or the GPS function, the User or the Customer, as the case may be, 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). For the avoidance of doubt, EasyPark will not be providing the Customer with any Parking Service in relation to such parking. If the User in such a case does not make payment in any such other way, the User risks to be issued a parking fine, or a fee or a charge for incorrect parking. EasyPark cannot be held responsible for consequential costs such as parking fines, fees or charges for incorrect parking or towing charges, if the Parking Service is not available or is out of function.

4.3.6   The Customer and the User are jointly and severally responsible for deactivating the Automatic CameraPark service in relation to a vehicle, if the Customer or the User 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, or no longer wants to use the service for an individual parking (*e.g.* if the Customer or User has lent the vehicle to a third party). If the Customer or User is unable to deactivate Automatic CameraPark, they are responsible for either making EasyPark duly aware of this or refraining from using areas with Automatic CameraPark. Failure to deactivate Automatic CameraPark does not relieve the Customer of its payment obligations under this Agreement.

4.3.7   The Customer or the User, as the case may be, 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 or the User, as the case

may be, and the relevant P-operator or the competent 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 User is able to notify any relevant Partner or P-operator, or EasyPark (when EasyPark acts as a reseller, as further described in Section 5.1.3) 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 permit parking exist in relation to the Charging Service.

5.1.3   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 User 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 User.

5.1.4   If EasyPark does not function as a reseller, EasyPark will, depending on the circumstances, either (i) collect the payment of the Charging Fee from the Customer on behalf of the relevant Partner or P-operator or (ii) acquire the Partner's or P-operator's claim against the User for payment of the Charging Fee and collect the payment of the Charging Fee from the Customer for its own account (see section 7).

5.1.5   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 by the User in connection with the Charging Service (the "**Charging Station**"), and does not provide any technical support in relation to the Charging Station. EasyPark also assumes no responsibility for the electricity consumed, unless EasyPark acts as a reseller. If a Charging Station does not function properly or, *e.g.*, has caused damage to the User's vehicle, the Customer and the User are 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.

5.1.6   The Customer and - if applicable - the User are responsible for paying for Parking Fees and/or following other parking rules (as applicable) set out by a P-operator or Partner in a Parking Lot where the Charging Station is located.

5.2   The Customer's and the User's undertakings and responsibility

5.2.1   The Customer and the User 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 User'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) Mobile phone, or (ii) other technical equipment (*e.g.*, a vehicle's infotainment system) used by the User, or failure, disruption or delay in the telephone, Internet, or other communication network, the User or the Customer, as the case may be, is responsible for making proper payment to the relevant Partner or P-operator in any other way instructed by such Partner or P-operator. EasyPark cannot be held responsible for consequential costs such as fines, fees or charges for incorrect charging or towing charges, if the Charging Service is not available or is out of function. For the avoidance of doubt, EasyPark will not be providing the Customer with any Charging Service in relation to such charging.

5.2.3 The Customer or the User, as the case may be, is responsible for any damage caused by the Customer, the User, the relevant vehicle or other property pertaining to the Customer or the User, in connection with the charging of the relevant vehicle unless otherwise provided in section 11.2.

6   Special terms and conditions for the Parking Guidance Service

6.1   Through the Parking Guidance Service, the User may receive proposals regarding Parking Lots and/or Charging Stations that, based on statistics, could be available, through the App's positioning function or other technical solution approved by EasyPark from time to time, which is compatible with the Parking Guidance Service.

6.2   The Parking Guidance Service requires that the User uses the App or the 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 from time to time.

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 User to such Parking Lot/Charging Stations. EasyPark assumes no liability in that respect.

7   Notification of assignments of claims, etc.

7.1   Sections 7.2 - 7.4 are not applied when EasyPark acts as a reseller in relation to the Charging Session.

7.2   The User is hereby notified that EasyPark, as applicable, may acquire

- the relevant P-operator's claim on the User for the payment of the relevant Parking Fee, immediately after the User ends a parking, which was started via the Parking Service, or alternatively, starts a fixed parking time via the Parking Service; and/or
- the relevant Partner's or P-operator's claim on the User for payment of the relevant Charging Fee, immediately after the User ends a Charging Session.

The User is hereby notified that payment for any assigned claim shall be made to EasyPark (and not to the relevant Partner and/or P-operator).

7.3   In the event EasyPark has acquired the relevant Partner's or P-operator's claim(s) on the User for the payment of the relevant Parking Fee and/or Charging Fee, the User and the Customer, respectively, will be notified via Business Self-Service, the App, the Car App, email and/or SMS that EasyPark has acquired such claim from the relevant Partner and/or P-operator.

7.4 The Customer and the User, as the case may be, is notified via Business Self-Service, the App, e-mail, the receipt and/or SMS that a claim regarding payment of a Parking Fee and/or Charging Fee has arisen and that EasyPark has acquired such claim from the relevant Partner and/or P-operator.

7.5 Where EasyPark instead collects the payment of the Parking Fee or Charging Fee on behalf of the relevant P-operator or Partner (and thus not acquiring any claim), EasyPark will operate as a payment services provider and will collect the relevant amount from the Customer and transfer it to the relevant P-operator or Partner. Notwithstanding the above, EasyPark is exempted to comply with the provisions of Articles L.521-1 *et seq.* of the *Code monétaire et financier* on payment services providers given that the payment services that EasyPark provide fall under an exemption provided for in Article L.521-3, I, 2° of the *Code monétaire et financier*.

8 Prices and fees

8.1 The size and calculation of any prices or fees payable to EasyPark depends on the Product Package selected by the Customer. Information on the relevant standard pricing for the Services can be found on the Website, unless the Parties have agreed otherwise in the Agreement. The standard pricing may be subject to change. The current standard pricing is published on the Website. All prices and fees are stated exclusive of VAT. Parking Costs and Charging Costs are depending on the Customer's and the Users' actual use of the Parking Service and the Charging Service and are in addition to and not included in EasyPark's prices and fees. For Users using the App or the Car App, EasyPark will provide information regarding the basis for calculating the Parking Cost or Charging Cost, as the case may be, in the App or the Car App, as applicable.

8.2 EasyPark's pricing model for the Product Packages (*i.e.*, excluding any Parking Costs or Charging Costs) currently consists of:

    (a) a non-recurring fee when a registration is completed;

    (b) a transaction fee payable per User and transaction depending on the Product Package selected by the Customer (which primarily is driven by the Customer's and any User's parking requirements);

    (c) a fixed recurring monthly subscription fee per User; and/or

    (d) a fee per use of Additional Services.

However, the Parties may agree on another pricing model in the Agreement.

8.3 Separate prices and 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. If the Customer pays against invoice, an invoicing fee may apply in accordance with the price list. 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 Notwithstanding section 18.1, EasyPark reserves the right to change its prices and fees, and the applicable price list. Such amendments will become effective no earlier than 30 days after the Customer has been informed of the change.

9   **Payment terms, etc.**

9.1   Payment is made either against invoice, by charging of any registered payment card, or by any other payment method approved by EasyPark from time to time. The Customer selects the payment method in connection with the registration, provided, however, that payment against invoice is subject to EasyPark's approval from time to time. For information regarding additional payment terms applicable to each respective payment method, reference is made to the relevant payment service provider.

9.2   The Customer irrevocably assumes the liability to make payment for any Parking Cost, Charging Cost or other amount incurred by any User when using the Services.

9.3   The fixed monthly fee is charged or invoiced, as the case may be, monthly in advance and is not refundable. Other prices and fees (including any Parking Fees or Charging Fees, and any surcharge in relation thereto) are charged or invoiced, as the case may be, in accordance with the payment method selected by the Customer in connection with the Customer's use of the relevant Service.
The Customer hereby approves any such charging, as applicable.

9.4   Parking Costs and Charging Costs and including EasyPark's surcharge, if applicable in accordance with the Product Package selected by the Customer, are charged or invoiced, as the case may be, (a) after EasyPark has acquired the relevant claim regarding the Parking Fee and/or the Charging Fee from the relevant P-operator or Partner, or (b), in relation to collection only, when the relevant fee become due after (i) a parking, which was started via the Parking Service, ends, or alternatively, a fixed parking time starts via the Parking Service, or (ii) a Charging Session ends which was started via the Charging Service, respectively, or (c), if EasyPark acts as a reseller in relation to the Charging Service, after the relevant Charging Session having been ended.

9.5   EasyPark will issue an invoice for each payment to be made by the Customer, regardless of the payment means used by the Customer. When payment is made by charging a registered card, the invoice will indicate the payment's charging date. When payment is made against invoice, the invoice shall be paid in accordance with the payment terms stated therein.

9.6   If EasyPark, on the basis of its risk assessment of the Customer, deems it necessary to do so, EasyPark may with immediate effect demand a bank guaranty or other security from the Customer.

9.7   In case the Customer is in default with a payment, EasyPark may charge default interest at the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points. Such default interest are payable without the need for EasyPark to send a reminder. The Customer is also automatically liable for a EUR 40 indemnity for collection costs or, if the collection costs incurred by EasyPark are higher, EasyPark can request additional compensation upon justification. This is without prejudice to any other damage that EasyPark may seek as compensation of any loss suffered.

9.8   If payment is not made on time, EasyPark is furthermore entitled to deactivate the Customer's and User's account and thus make the Service unavailable to the Customer and User until payments are received and the account is re-activated. For Automatic CameraPark this also implies that such feature

is deactivated when the account goes inactive, and the Customer and/or – if applicable – the User needs to re-activate the feature when the Service should be used again. EasyPark is not responsible for any claim against the Customer or User, for example relating to non-payment of applicable Parking Fees, during a time when the Customer's or User's account was inactive.

9.9   Notwithstanding section 18.1, EasyPark reserves the right to change the billing frequency without the Customer's prior consent.

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, subject to section 14.4, 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 and the User, respectively, 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 rights, whether registered or not, including but not limited to, copyright and related rights, software (including the right to computer programs, data bases, source codes, object codes and algorithms), trademarks, patents, domain name registrations, rights in corporate names, trade names and commercial signs, registered designs, rights related to know-how, industrial and trade secrets, as well as applications for registrations of any of the foregoing, or any equivalent form of protection which is in force anywhere in the world relating to the EasyPark System and its contents (the "**Intellectual Property Rights**") are owned or licensed by EasyPark or its suppliers and partners. No ownership regarding Intellectual Property Rights is transferred to the Customer or any User.

10.4   EasyPark grants the Customer a fully paid-up, worldwide, non-exclusive, royalty-free, licence to use the Intellectual Property Rights relating to the EasyPark System for the sole purpose of receiving and using the Services during the term of this Agreement.

10.5   No Intellectual Property Rights are transferred to the Customer by the virtue of the Agreement, or to the User by virtue of these General Terms and Conditions. Except for the license granted under section 10.4, the Customer and the User are not allowed to use, or to grant others a right to use, the EasyPark System or its contents for commercial purposes. Except for the license granted under section 10.4, the Customer and the User, respectively, 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 and the User, respectively, 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 and the User's respective right to information pursuant to section 3.2.1.2, the Customer and the User, respectively, is not transferred any rights – by itself or through others – to collect and store data from the App, the Car App and the

Website, provided that it does not limit the Users rights with respect to the applicable regulation on data protection, in particular the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR).

10.6   The Customer and the User, respectively, 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 and the User, respectively, that information, which the Customer or the User, as the case may be, uploads to Business Self-Service or makes available via the App, the Car App or the Portal, as the case may be, does not infringe any third party's intellectual property or other rights and is not in conflict with any applicable law or regulation.

11   EasyPark's liability

11.1   EasyPark's aggregate liability in relation to the Customer during a calendar year shall in no event exceed an amount equivalent to 10 per cent of the aggregate fees (less any Parking Costs and Charging Costs) paid by the Customer during the preceding calendar year, except if EasyPark has acted wilfully or grossly negligent.

11.2   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.

11.3   EasyPark is not liable for:

a)   loss or damage to the User's vehicle or other properties while using any Parking Lots or Charging Stations;

b)   the services offered by P-operators or Partners;

c)   indirect or consequential damages such as, *e.g.*, loss of profits, or for any damages in relation to the Customer's or User's, as the case may be, relationships with any third party.

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

a)   the Customer's or any User's, as the case may be, fault or negligence, including that any User has (i) not correctly started or ended a Service (irrespective of whether the User has selected to receive a reminder from EasyPark or used CameraPark), (ii) not heeded information provided, or (iii) specified the wrong Parking Lot or Licence Plate Number when starting a parking (irrespective of whether such information has been stated manually or after a proposal made by the positioning function in the App or the Car App);

b)   the Customer or any User, as the case may be, not having discharged its duties under the Agreement or otherwise not complied with EasyPark's instructions;

c)   any User having parked a vehicle in violation of applicable laws, regulations, and/or rules and parking conditions established by the relevant P-operator or which are otherwise applicable in relation to the Parking Lot where the User 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 or any User's (i) telephone, (ii) Mobile

phone, or (iii) other technical equipment (*e.g.*, a vehicle's infotainment system), as the case may be, which may result in a parking or a Charging Session not being started or extended (whereby the User risks, *e.g.*, a parking fine) or not being ended correctly (whereby the Customer risks, *e.g.*, to pay too much for the User's 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 or User's 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 User risks, *e.g.*, a parking fine) or not being ended correctly (whereby the Customer risks, *e.g.*, to pay too much for the User's parking or charging);

f) error or defect in a technical function, which specifies the amount of the relevant Parking Cost or Charging Cost;

g) error or defect in a CameraPark System (including any misreading of a number plate);

h) 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;

i) disruption in or inadequate access to one or several Services, which EasyPark could not reasonably have foreseen;

j) a Charging Station not functioning correctly;

k) a Parking Lot/Charging Station proposed by EasyPark not being available when the User arrives there;

l) any User's EasyPark Card having been lost or stolen without the Customer or User, as the case may be, informing EasyPark thereof, or otherwise been subject to unauthorised use;

m) the Customer or any User, as the case may be, not having informed EasyPark of a known or suspected misuse of the Licence Plate Number of a vehicle registered for use of Automatic CameraPark;

n) a Mobile phone, on which the User has installed the App, or a vehicle, in which the User has installed the Car App, being lost or stolen and the Customer or the User not having duly informed EasyPark about this;

o) the Customer or any User, as the case may be, not having deactivated the Automatic CameraPark service in relation to a vehicle;

p) unauthorised use of the Login Credentials and/or the Services,

q) any action or inaction of any User; or

r) Force majeure (see section 15).

11.5   EasyPark is not liable for any damage or loss incurred by any User.

12   The Customer's liability

12.1   The Customer shall indemnify and hold EasyPark harmless against any damages or losses suffered by EasyPark as a consequence of the Customer's, or any User's fault or negligence, the Customer not having discharged its duties under the Agreement or otherwise not complied with EasyPark's instructions, any User not having discharged its duties under these General Terms and Conditions or otherwise not complied with EasyPark's instructions, and any action or inaction of any User.

12.2   The Customer shall also indemnify and hold EasyPark harmless against any third party claims being made against EasyPark, which are a direct or indirect consequence of the Customer's or any User's use of any Service.

13   Complaints

13.1   In case of a defective Service or an erroneous charge or fee, the Customer shall submit a written complaint to EasyPark's customer service, whose contact data are provided in section 21 below, 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 and the User, as relevant, shall provide reasonable assistance to EasyPark in connection with any investigation made due to the complaint.

13.2   Complaints regarding erroneous Parking Costs or Charging Costs 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 credit 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 and motivate the decision. Complaints related to a CameraPark System will be referred to the relevant P-operator.

13.3   EasyPark may at any time, whether prior to or after the Customer has been credited by EasyPark for any fees, tolls or other charges pursuant to section 13.2 or otherwise, require the Customer and/or User 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 and User's reasonable assistance and cooperation. In addition, pursuant to EasyPark's written request, the Customer and User 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 claimed from or credited by EasyPark. 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. EasyPark shall proceed with due care and in accordance with the Customer's legitimate interests.

14   Term, early termination, etc.

14.1   The Agreement is effective from the confirmation of the Customer account registration by EasyPark (see section 1.5) until it is terminated in accordance with the terms of the Agreement, or as otherwise agreed in writing.

14.2   Unless otherwise is agreed between the Parties in the Agreement, the Customer may terminate the Agreement:

    a)   with immediate effect, if the Customer has selected a Product Package without fixed monthly fee; or

    b)   as per the end of the next calendar month following the notice of termination, if the Customer has selected a Product Package with a fixed monthly fee (in full or in part).

14.3   EasyPark has the right to immediately suspend the Customer's and any User's access to the Services, cancel the Customer's and any User's respective 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 User is in material breach of any of its undertakings under these General Terms and Conditions;

    c)   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;

    d)   the Customer, according to EasyPark's reasonable assessment, could be expected to become insolvent;

    e)   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;

    f)   the User uses the EasyPark System or any Service in violation of these General Terms and Conditions, or in a way which may be detrimental or cause damage to EasyPark or any third party;

    g)   there is any material change in the Customer's ownership structure;

    h)   the User has repeatedly parked its vehicle in violation of applicable laws, regulations, and/or rules or parking conditions established by any relevant P-operator;

    i)   the Customer or the User, as the case may be, has provided incorrect, incomplete or misleading information;

    j)   the Customer does not duly provide any guarantee or security requested pursuant to section 9.6; or

    k)   EasyPark, based on an overall assessment, considers it likely that the Customer or the User, as the case may be, may be involved in, or linked to, criminal activity.

14.4   EasyPark may terminate the Agreement or stop providing the Services at any time, as a whole or in parts, subject to a written notice of termination. The notice of termination is effective as per the end of the next calendar month following the delivery of notice of termination.

14.5   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 any registered vehicle has been sold, is temporarily deregistered, or otherwise will not be used, or if a User is no longer associated to the Customer.

14.6   Termination of the Agreement by the Customer shall be made in writing, for example by contacting the Customer Service whose contact details are provided in section 21 below.

14.7   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.

15   Force Majeure

EasyPark shall not be responsible or liable for failure or delay in carrying out the terms of the 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 agrees that EasyPark may identify the Customer as a customer and use the Customer's logo and trademark in EasyPark's promotional materials. The Customer may request that EasyPark stops doing so by contacting EasyPark. The Customer acknowledges that it may take EasyPark up to 30 days to process such request.

16.2   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.

16.3   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. For more information about data processing activities, click here.

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 which are from time to time listed on www.easyparkgroup.com (exclusive of any country listed as a franchise) (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 a User visits another EP Country (*i.e.*, another country than France), the User may use the EP Services for business purposes, provided that the Customer and the User, respectively, agrees to the applicable general terms and conditions of the local EP Company.

17.3   When using the local EP Services, the User and the Customer enters into a contractual relationship with the local EP Company while both remain in a contractual relationship with EasyPark.

17.4   The EP Services are provided by the local EP Company, and when the Customer/User 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   EasyPark reserves the right to amend these General Terms and Conditions and/or any Special Terms and Conditions. In such case, EasyPark shall promptly inform the Customer and make the new version of the General Terms and Conditions and/or any Special Terms and Conditions available to the Customer. Should the Customer thereafter continue to use the Services, the Customer shall be deemed to have accepted the amendments.

18.2   The General Terms and Conditions and any Special 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.

18.5   The User may not assign its rights and/or obligation under these General Terms and Conditions to any other person or entity, 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   These General Terms and Conditions constitutes the entire agreement between EasyPark and the User with respect to the subject matter hereof..

19.3   All notices or other communications under the Agreement shall be made through the Portal, e-mail and/or the (Car)App.

19.4   EasyPark and the Customer 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.

19.5   EasyPark and the User agree that, should any provision of these General Terms and Conditions be held invalid or unenforceable, such provision and the other terms and conditions of these General Terms and Conditions shall apply to the extent allowed.

19.6   Neither the Agreement nor these General Terms and Conditions do confer any exclusive rights or obligations to either Party.

19.7   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 French language version

constitutes the original language version. The Parties acknowledge that in case of any discrepancies between this language version and the French language version of the General Terms and Conditions, the French version shall prevail.

20   Applicable law and disputes

20.1   The Agreement, these General Terms and Conditions, and any Special Terms and Conditions shall be governed by and construed in accordance with French law.

20.2   Any dispute, controversy or claim arising out of or in connection with the Agreement, these General Terms and Conditions and any Special Terms and Conditions, respectively, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of three arbitrators. The seat of arbitration shall be Paris, France. The language to be used in the arbitral proceedings shall be English.

21   Customer service

EasyPark's customer service answers questions regarding the Agreement, these General Terms and Conditions, any Special Terms and Conditions, and the Services provided by EasyPark:

Telephone number: +33 9 77 55 99 99

Email address: serviceclient@easypark.net

* * *

SPECIAL TERMS AND CONDITIONS FOR THE GUEST PARKING SERVICE

<u>Effective as of 1 February 2024</u>

1   General

1.1   These special terms and conditions for the Guest Parking Service (the "**Guest Parking Terms and Conditions**") apply in addition to EasyPark's general terms and conditions for business customers (the "**General Terms and Conditions**") when EasyPark provides the Guest Parking Service (as defined below), which is an Additional Service, to Customers in France.

1.2   The Guest Parking Service is provided in accordance with mandatory law and in accordance with:

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

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

1.3   Terms defined in the General Terms and Conditions shall have the same meaning in these Guest Parking Terms and Conditions unless otherwise is explicitly stated.

2   The Guest Parking Service

2.1   Through the "**Guest Parking Service**", the Customer is able to, through the Portal, notify the relevant P-operator of when a parking made by a customer of the Customer (a "**Third-party User**") starts and ends, and if necessary, extend the parking time. However, in relation to certain Parking Lots, as indicated in the Portal, the Customer can only notify the P-operator of a fixed parking time, which cannot be prematurely ended or extended.

2.1.1   EasyPark will, depending on the circumstances, either (i) collect the payment of the Parking Cost from the Customer on behalf of the relevant P-operator or (ii) acquire the P-operator's claim against the Third-party User for payment of the relevant Parking Cost and collect the payment of the Parking Cost from the Customer for its own account (see section 6).

2.2   The Customer is responsible for any Third-party User's parking via the Guest Parking Service (including, but not limited to, the liability to make payment for such use, as the case may be), and shall procure that such use is in accordance with the Agreement. The Customer shall inform any Third-party User of the contents of the General Terms and Conditions and these Guest Parking Terms and Conditions from time to time, and shall procure that the Third-party User's parking via the Guest Parking Service complies with the General Terms and Conditions, these Guest Parking Terms and Conditions and any instructions given by EasyPark from time to time. The Customer is responsible for any fault, negligence or breach by any Third-party User.

3   **Access to the Portal, etc.**

A pre-condition for the Customer to gain access to the Portal is that EasyPark has approved the Customer for the use of the Guest Parking Service. Such approval may be granted upon the Customer's request.

4   **Terms of use**

4.1   The Guest Parking Service can only be used at Parking Lots, which:

         (i)   at any given time are specified in the list "*EasyPark works here*", which is available on the Website (see FAQ); 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; and

         (iii)   are not indicated as non-compatible with the Guest Parking Service in the Portal.

4.2   When using the Guest Parking Service, the Customer shall start a parking by activation via the Portal. 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 Portal.

4.3   When using the Guest Parking Service, the Customer shall in connection therewith specify the parked vehicle's Licence Plate Number and the relevant Parking Lot. The Customer is responsible for specifying the correct Parking Lot and Licence Plate Number. EasyPark assumes no liability if the wrong Parking Lot or Licence Plate Number has been specified (see section 7.1.1a)).

4.4   EasyPark provides information regarding parkings made by a Third-party User in the Portal, and such information is generally stored for at least twelve months.

5   **The Customer's undertakings and responsibility**

5.1   The Customer shall always comply, and shall procure that any Third-party User always complies, with applicable laws and regulations, and the rules and parking conditions established by the relevant P-operator at any given time, or which are otherwise applicable in relation to the Parking Lot where the Third-party User parks the vehicle.

5.2   The Customer is responsible for starting the parking correctly and ascertaining that the specified Parking Lot and Licence Plate Number is correct, as set forth in section 4.3.

5.3   The Customer is responsible for procuring that a started parking is ended. 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.

5.4   If the Guest Parking Service is not available or is out of function when the Third-party User shall park or at any time during the Third-party User's parking (*e.g.*, due to reasons attributable to the technical equipment used by the Customer, or failure, disruption or delay in telephone, Internet, or other communication network), the Third-party User or the Customer, as the case may be, is responsible for making proper payment to the P-operator in any other way instructed by the P-operator (*e.g.*, by payment in relevant parking meter), whereby EasyPark for the avoidance of doubt, will not be

providing the Customer with any Guest Parking Service in relation to such parking. EasyPark cannot be held responsible for consequential costs such as parking fines, fees or charges for incorrect parking or towing charges, if the Guest Parking Service is not available or is out of function.

5.5   The Customer or the Third-party User, as the case may be, 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 or the Third-party User, as the case may be, and the relevant P-operator or the police authority. EasyPark remains neutral in such disputes, however, EasyPark may at its sole discretion and extent provide information to the disputing parties.

6   Notification of assignments of claims, etc.

6.1   The Customer is hereby notified that EasyPark, as applicable, may acquire the relevant P-operator's claim on a Third-party User for the payment of the relevant Parking Cost, immediately after the Customer ends a parking, which was started via the Guest Parking Service, or alternatively, starts a fixed parking time via the Guest Parking Service.

The Customer is hereby informed that payment for any assigned claim shall be made to EasyPark (and not to the relevant Partner and/or P-operator).

6.2   The Customer irrevocably assumes the liability to make payment for any Parking Cost incurred by any Third-Party User, when using the Guest Parking Service.

7   Liability

7.1   EasyPark's liability

7.1.1   In addition to the limitation of EasyPark's liability pursuant to section 11.4 of the General Terms and Conditions, EasyPark is not liable for any damage or loss incurred by the Customer caused by:

a)   the Customer's or any Third-party User's fault or negligence, including that the Customer has (i) not correctly started or ended a Guest Parking Service, or (ii) specified the wrong Parking Lot or Licence Plate Number when starting a parking;

b)   any Third-party User having parked a vehicle in violation of applicable laws, regulations, and/or rules established by the relevant parking operator, or which are otherwise applicable in relation to the Parking Lot where the Third-party User parks the vehicle; or

c)   any action or inaction of any Third-party User, as the case may be.

7.1.2   Subject to the limitations set out in section 11.2 of the General Terms and Conditions, EasyPark is not liable for any damage or loss incurred by any Third-party User.

7.1.3   EasyPark is not liable for any damages in relation to any Third-party User's relationships with any third party.

7.2   **The Customer's liability**

In addition to section 12.1 of the General Terms and Conditions, the Customer shall indemnify and hold EasyPark harmless against any damages or losses suffered by EasyPark as a consequence of any Third-party User's fault or negligence, and any action or inaction of any Third-party User.

8   Miscellaneous

8.1   Irrespective of section 10.3 of the General Terms and Conditions, the Customer may use the Guest Parking Service for commercial purposes.

8.2   In addition to section 13.1 of the General Terms and Conditions, the Customer shall procure that any Third-party User provides reasonable assistance to EasyPark in connection with any investigation made due to a complaint.

8.3   In addition to section 14.3 of the General Terms and Conditions, EasyPark has the right to immediately suspend the Customer's and any User's access to the Services, cancel the Customer's and any User's respective user account and/or terminate the Agreement with immediate effect if:

    a)   Third-party Users have repeatedly parked vehicles in violation of applicable laws, regulations, and/or rules and parking conditions established by any relevant P-operator; or

    b)   EasyPark, based on an overall assessment, considers it likely that any Third-party User may be involved in, or linked to, criminal activity.

* * *