

EASYPARK GLOBAL – GENERAL TERMS AND CONDITIONS FOR BUSINESS CUSTOMERS

Effective as of 16 June 2023

1 Applicability

1.1 These general terms and conditions (the “**General Terms and Conditions**”) apply when EasyPark B.V. (“**EasyPark**”), provides Services (as defined below) to business customers (the “**Customer**”) in the Netherlands. Furthermore, these General Terms and Conditions apply in applicable parts when any natural person associated to the Customer (a “**User**”) is authorized by the Customer to use the Services i.e. in its capacity as an employee or consultant of the Customer or otherwise authorized by or associated to the Customer.

These General Terms and Conditions do not apply to the electronic system for modern parking currently branded ‘EasyPark formerly Parkmobile’. For the terms and conditions that apply to the ‘EasyPark formerly Parkmobile’ system, please click [here](#).

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, as the case may be. 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 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 19.1), and shall procure that the User complies with these General Terms and Conditions. The Customer is responsible and liable 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. 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.

- 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:

“**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 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 7 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;

“**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 SMS Service, the Car App, the Portal and/or the Website;

“**EP Country**” shall have the meaning set forth in section 17.1;

“**EP Services**” shall have the meaning set forth in section 17.1;

“**General Terms and Conditions**” shall have the meaning set forth in section 1.1;

“**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;

“**Login Credentials**” shall have the meaning set forth in section 3.2.1.5;

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

“**My Pages**” shall have the meaning set forth in section 3.2.1.5;

“**Parking Fee**” shall have the meaning set forth in section 4.1.6;

“**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 any partner, which EasyPark co-operates 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, which EasyPark co-operates or otherwise maintains a contractual relationship with;

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

“**Product Package**” shall have the meaning set forth in section 3.1.5;

“**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.easyparknederland.nl.

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 under the EasyPark brand (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 are jointly referred to as the “**Services**”.

3.1.2 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.

3.1.3 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 and any User are required to comply with such rules, regulations and/or terms of service, as the case may be, in connection with its use of the Services and EasyPark is not a party to the contractual relationship between the Customer or the User, as the case may be, and such third parties. 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.

3.1.4 For a more detailed description of the Services, reference is made to the information provided on the Website and – if applicable – in the (Car) App.

3.1.5 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 – if applicable – in the (Car) App.

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 an application for 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 My Pages, and such information is generally stored for at least twelve months.
- 3.2.1.3 An application for registration can be made via the Website, the App, or in such other ways as accepted by EasyPark from time to time. In connection with the application for 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 requested information, such as a valid phone number and email address.
- 3.2.1.4 When the Customer's registration has been approved, 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 through its Users, in accordance with the selected Product Package and the Agreement and, if applicable, the App, the Car App and the Portal. 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 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, *inter alia*, log on to the Customer's personal website on the Website ("**My Pages**") 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 (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 An application for 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 application for registration, requested information regarding the User, such as further specified personal data, valid mobile phone number, email address, and the Licence Plate Number for at least one vehicle shall be provided.
- 3.2.2.3 When the registration has been approved, 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 approved, the User will receive Login Credentials, which enable the User to, *inter alia*, log on to the User's My Pages 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 from time to time.

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 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 11.2.
- 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 approval of the registration, the User 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.
- 3.3.3 The Customer is responsible for ensuring that any 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, 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, registration 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).

- 3.3.7 The Customer and the User, respectively, 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.
- 3.3.8 The Customer or the User, as the case may be, shall without delay inform EasyPark, as instructed from time to time on the Website (*e.g.*, through update in the App or on My Pages, 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 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 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 EasyPark Card, the Licence Plate Number 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 notified 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.

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, 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 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, 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 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 User is responsible for checking whether Automatic CameraPark is available for a given 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 and the User are referred to the relevant P-operator.
- 4.1.4 By activating and using Automatic CameraPark the Customer/User:
- confirms that it is an authorized user of the vehicle for which CameraPark is activated;
 - understands that it is obliged to disable the license plate number for CameraPark if it is no longer an authorized user of the related vehicle;
 - understands that adding a license plate number to its account for CameraPark is at the Customer's own risk and account;
 - understands that the total costs for a parking session, also including the applicable EasyPark service fees, 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 is not obligatory but it can help to keep the Customer informed about ongoing parking sessions and/or when one of the vehicles in the Customer's account is enabled or disabled for Automatic CameraPark;
 - understand that only Parking Lots with a "camera symbol" in the App support Automatic CameraPark;
 - understands that Parking Lots that use CameraPark may be added or removed without notice.

- 4.1.5 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 User needs a residential/parking permit provided by the User's municipality. The User is responsible for procuring that the User holds a relevant residential/parking permit. When using the Parking Service for residential/permit parking, the User can only notify the P-operator of a fixed parking time, which cannot be prematurely ended.
- 4.1.6 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 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. 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.
- 4.1.7 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 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 session that has been started via the Parking Service, irrespective of whether the User 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 The relevant P-operator decides on rules 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 or My Pages, 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, it must select, which account any Automatic CameraPark parking shall be registered to before entering the Parking Lot.
- 4.2.4 The User can start a parking session through the Parking Service by activation via either:
- the App;
 - the Car App;
 - 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 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 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 session through the Parking Service, the User 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 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 When using the Parking Service for residential or permit parking, if the P-operator so requires, the User 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.

4.3 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 session correctly and ascertaining that the specified Parking Lot and Licence Plate Number are correct, as set forth in section 4.2.5.

4.3.3 The User is responsible for procuring that a started parking session 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, it 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 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 User, or failure, disruption or delay in telephone, Internet, other communication network, or a CameraPark System, 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). 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.

- 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 lended, or, in respect of lease and rental cars, when the relevant rental or lease period has ended). If the Customer or User is unable to deactivate Automatic CameraPark, the Customer or User is responsible for either making EasyPark duly aware of this or shall refrain from using areas with Automatic CameraPark. Failure to deactivate Automatic CameraPark does not relieve the Customer of its payment obligation 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 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 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 residential/permit parking and no system corresponding to CameraPark 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 collect the relevant Charging Cost (including VAT, if applicable) from the Customer and transfer the amount to the relevant P-operator or Partner.
- 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 or the electricity consumed 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. 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.

5.2 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) 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 the telephone, Internet, or other communication network, the User or the Customer, as the case may be, 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 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 available Parking Lots and/or Charging Stations close to the User, 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.
- 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 Prices and fees

- 7.1 Certain information on the pricing for the Services, Product Packages, Additional Services and additional functions can be found on the Website. Except for fixed monthly fees and unless the Parties agreed otherwise, the prices due by the Customer are displayed in the App and the Car App (as applicable). All prices and fees exclude VAT. Parking Cost and Charging Cost are depending on the Customer's and the Users' actual use of the Parking Service and the Charging Service, are determined in accordance with the price list of the relevant P-operator/Partner and are in addition to, and not included in EasyPark's prices and fees.
- 7.2 EasyPark's pricing model for the Product Packages may consists of:
- (a) a non-recurring fee when a registration is approved; and/or

- (b) a non-recurring 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 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.

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. If the Customer pays against invoice, an invoicing fee may apply in accordance with the price list concerned.

- 7.3 Additional Services, which currently are included in the Product Packages, or any new services, may in the future be subject to separate fees.
- 7.4 EasyPark reserves the right to change its prices and fees:
- recurring subscription fees (see 7.2 (c) above): such amendments will become effective no earlier than 30 days after the Customer has been informed of the change;
 - for Services that are remunerated by a price or fee that is calculated and charged on a transaction by transaction basis (see 7.2 (b) 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 (Car) App when the Customer requests and bindingly books a Service, as well as on the Website.

8 Payment terms, etc.

- 8.1 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 and approves of the payment method in connection with its application for 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 or as included in this section 8.
- 8.2 The Customer irrevocably assumes the liability to make payment for any Parking Fee, Charging Cost or other amount incurred by any User when using the Services.
- 8.3 EasyPark reserves the right to carry out credit assessments in respect of the Customer prior to accepting any application for registration and during the term of the Agreement.
- 8.4 The monthly subscription fee, if applicable in accordance with the Product Package selected by the Customer, is charged or invoiced to the Customer, as the case may be, monthly in advance and is not refundable. Other prices and fees (except for what is set forth in section 8.5) are charged or invoiced, as the case may be, in accordance with the payment method selected by the Customer and/or User

after the starting or ending of the relevant Service. The Customer hereby approves any such charging, as applicable.

- 8.5 Parking Fees and Charging Cost and (including EasyPark's surcharge, if applicable in accordance with the Product Package selected by the Customer) are typically charged or invoiced, as the case may be, (i) in connection with EasyPark having initiated the steps to arrange for the transfer of the relevant amounts regarding the Parking Fee or Charging Cost 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.
- 8.6 When payment is made against invoice, the invoice shall be paid in accordance with the payment terms stated therein.
- 8.7 If EasyPark, on the basis of its risk or credit 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.
- 8.8 If payment is not made on time, EasyPark is entitled to charge a penalty interest fee in accordance with Section 6:119 of the Dutch Civil Code (*Burgerlijk Wetboek*), from the due date until the time payment has been made in full. EasyPark is entitled to compensation for costs associated with collection of due amounts (such as late payment reminders or debt collection demands).
- 8.9 Notwithstanding section 18, EasyPark reserves the right to change the billing frequency without the Customer's prior consent.

9 Riverty Consolidated Direct Debit

- 9.1 *Riverty Consolidated Direct Debit* is a direct debit payment method that is available for eligible customers located in the Netherlands who are either an individual (at least 18 years old) or a duly incorporated business enterprise. The eligibility for Riverty Consolidated Direct Debit is evaluated on a per transaction basis and is subject to satisfactory fraud screening and creditworthiness checks conducted by our third party payment services provider, Riverty GmbH, Gütersloher Str. 123, 33415 Verl, Germany ("**Riverty**"). For more information on the fraud screening and credit check see the [Riverty Privacy Notice](#). If a transaction is suspected fraudulent or the credit check does not meet the defined criteria (e.g. outstanding debt), Riverty reserves the right to reject and block use of Riverty Consolidated Direct Debit. Please note that Riverty acts as an individual data controller and not as our data processor when processing the data for the purpose of conducting the fraud screening/credit checks and processing of payment transactions in connection with Riverty Consolidated Direct Debit. To learn more about how Riverty processes personal data, please read their privacy statement [here](#).
- 9.2 The use of Riverty Consolidated Direct Debit further requires a SEPA Direct Debit payment mandate whereby the customer authorizes (i) EasyPark to send – through our payment service provider Riverty - instructions to the customer's bank to debit the customer's account and (ii) the customer's bank to debit the customer's account in accordance with the instructions on the due date. At the same time, the customer also confirms to us and Riverty that they are authorized to dispose over that account and that the account has sufficient funds.

- 9.3 For parking transactions made as well as for monthly subscriptions using Riverty Consolidated Direct Debit as payment method, a statement will be issued to the customer on the second working day of the month following the purchase of services. Each monthly statement consolidates the subscription, and/or all parking transactions and/or other transactions made using Riverty Consolidated Direct Debit from the prior month. The amount listed on the monthly statement is due upon receipt of the monthly statement, but not before the deadline for advance information pursuant to the SEPA direct debit rules. Advance information ("**Pre-Notification**") means any notification (e.g. on the invoice) to the customer announcing a debit by SEPA Direct Debit. The agreed deadline for advance information is 3 days after receipt of the monthly statement. As mentioned above, the direct debit will be collected through our payment services provider Riverty when due from the account that the customer has specified in the SEPA Direct Debit mandate.
- 9.4 If the SEPA Direct Debit collection is unsuccessful, EasyPark assigns and transfers all rights, title and interest in the associated invoiced debt to Riverty and Riverty has the right to collect any invoiced amounts from the customer directly on its own behalf ("**Transfer of Claim**"). In case of such assignment, Riverty is entitled to exercise the same rights against the customer with respect to payment as EasyPark could exercise against the customer in accordance with the agreement concluded between the customer and EasyPark regarding its services. The claim against the customer can, at all times, unilaterally be transferred by Riverty to a third party, including a debt collection agency.
- 9.5 In the event of late payment, Riverty will send the customer a reminder and demand payment within 14 days warning the customer that if payment is not received within 14 days, the customer will incur debt collection costs in accordance with Dutch law. In the event the customer does not act on this reminder by paying the outstanding balance within the defined due date, Riverty will charge a portion of such debt collection costs and issue a second reminder. If the customer does not act on this second reminder either, Riverty can charge an additional portion of the debt collection costs and will issue a third and final reminder. Failure to act upon such final reminder can trigger the imposition of the remaining amount of the debt collection costs, due in accordance with Dutch law, and execution of legal debt collection measures. For the applicable debt collection cost portions, see [here](#). Any reminders can be sent via e-mail. In accordance with the *Besluit vergoeding voor buitengerechtelijke incassokosten*, the total debt collection costs Riverty is entitled to charge amounts 15% of the outstanding amount with a minimum of € 40 (forty Euros) as minimum debt collection costs. Please note that Riverty is also entitled to charge statutory interest per month on the outstanding amounts upon the second reminder. To the extent the customer is using our services for purposes relating to their trade, business, craft or profession, this paragraph does not apply and we are entitled to charge debt collection costs upon default.
- 9.6 Any disputed charges for payments should be notified to Riverty. Any disputed charges for the use of the services should be notified to EasyPark.
- 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 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 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) anywhere in the world 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 the Agreement, or to the User by virtue of these General Terms and Conditions. The Customer and any User, respectively, shall refrain from any acts that infringe the (intellectual property) rights of EasyPark, its licensors or other third parties. 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 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 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 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 any information which the Customer or the User, as the case may be, uploads to My Pages 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 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 Fees and Charging Cost) paid by the Customer during the preceding calendar year, except if EasyPark has acted wilfully (*opzettelijk*) or deliberately reckless (*bewust roekeloos*).
- 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 Customer's or User's vehicle or other properties while using any Parking Lots or Charging Stations;
- b) the services offered by P-operators or Partners; or
- c) indirect, special or consequential damages such as, e.g., reputational damage, damage as a result of business interruption, system/computer failure, loss and/or corruption of data, lost profit and turnover, loss of customers, reduced goodwill and lost savings, 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 (*toedoen*) or negligence (*nalaten*), 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 received from EasyPark or any relevant P-operator or Partner, or (iii) when starting a parking specified the wrong Parking Lot or Licence Plate Number (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 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 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 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 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 Fee 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 The Customer acknowledges and agrees that: (i) EasyPark is not liable for any damage or loss incurred by any User and (ii) it will indemnify and keep EasyPark harmless from and against any costs, and/or damages resulting from claims brought by any User against EasyPark.

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 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 Fees or Charging Cost 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 Prior to or after receiving compensation from EasyPark for any fees or other charges pursuant to section 13.2 or otherwise, the Customer and/or User 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 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 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.

14 Term, early termination, etc.

- 14.1 The Agreement is valid from the confirmation of the Customer account registration by EasyPark (see section 1.6) 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 monthly subscription 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 monthly subscription 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 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 8.7; 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, as a whole or in parts, subject to a 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 monthly subscription 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. EasyPark has no responsibility to verify that a vehicle having been registered by the Customer or any User has not been temporarily deregistered, nor that a User is associated to the Customer.

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

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 and Personal Data

16.1 Each Party undertakes not to disclose any confidential information unless:

- (a) such disclosure has been consented to by the other Party in writing;

- (b) required to do so by law, pursuant to any order of court or competent authority or tribunal, or by any applicable rules of any regulated market;
- (c) the Party can demonstrate that such confidential information was already known to such Party before having received it from the other Party or was received from a third party;
- (d) such confidential information has been made available to the public by other means than breach of the Agreement or these General Terms and Conditions, as the case may be;
- (e) it is disclosed in connection with any legal or arbitral proceeding; or
- (f) it is disclosed to its professional advisers who are bound to the Party by a duty of confidence, which applies to any information disclosed.

16.2 Notwithstanding section 16.1, EasyPark may disclose confidential information:

- (a) to other companies within EasyPark's group of companies;
- (b) regarding the Services and their usage to P-operators and Partners in order to discharge its duties in relation to them; and
- (c) to the police or any other competent authority in order to report any misuse of the Services, illegal activities, fraudulent or inappropriate behaviour and/or suspicions thereof.

16.3 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.

16.4 The confidentiality obligations in this section 16 shall apply for a period of three years after the Agreement expires.

16.5 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 a 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 a User visits another EP Country (*i.e.*, another country than the Netherlands), 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 The EP Services are provided by the local EP Company, and when the User uses the EP Services for business purposes, both the Customer and the User are customers 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 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 or the Special Terms and Conditions, as the case may be, available to the Customer. Should the Customer or the User, as the case may be, thereafter continue to use the Services, the Customer or the User, as the case may be, 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 (i) the Agreement without the Customer's consent, and (ii) these General Terms and Conditions without the User's consent to any other person or party. 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 entity, 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 party without EasyPark's written consent.

19 Notices

- 19.1 All notices or other communications under the Agreement shall be in writing and be sent by registered or certified mail or e-mail and shall be deemed to have been received by a Party:
- (a) if delivered by courier, on the day of delivery;
 - (b) if sent by mail, unless actually received earlier, 3 days after the notice was deposited in the mail (postage prepaid); or
 - (c) if sent by e-mail, on the date of dispatch, unless an auto-generated delivery failure message is received in return.
- 19.2 All notices and other communications to (a) the Customer shall be addressed to the address registered with EasyPark from time to time in accordance with the Agreement, (b) the User shall be addressed to the address registered with EasyPark from time to time in accordance with these General Terms and conditions, and (c) EasyPark shall be addressed to EasyPark's registered address.

20 Miscellaneous

- 20.1 The Agreement constitutes the entire agreement between EasyPark and the Customer regarding the issues, to which the Agreement relates.
- 20.2 These General Terms and Conditions constitutes the entire agreement between EasyPark and the User regarding the issues, to which these General Terms and Conditions relate.
- 20.3 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.

- 20.4 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.
- 20.5 Neither the Agreement nor these General Terms and Conditions do confer any exclusive rights or obligations to either Party.
- 20.6 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 Dutch language version constitutes the original language version. The Parties acknowledge that in case of any discrepancies between this language version and the Dutch language version of the General Terms and Conditions, the Dutch version shall prevail.

21 Applicable law and disputes

- 21.1 The Agreement, these General Terms and Conditions, and any Special Terms and Conditions shall be governed by and construed in accordance with Dutch law.
- 21.2 The Parties agree that 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 in accordance with the arbitration rules of the Netherlands Arbitration Institute (*Nederlands Arbitrage Instituut*, "NAI") as at present in force, whereby:
- (a) the arbitral proceedings and all documents delivered to or by the arbitrators shall be conducted in English, unless the Parties agree otherwise;
 - (b) the seat of arbitration shall be Amsterdam, the Netherlands;
 - (c) the arbitral tribunal shall comprise 3 (three) arbitrators. EasyPark and the Customer shall each appoint 1 (one) arbitrator and the NAI shall appoint a third arbitrator who shall be the chairman of the arbitration tribunal and who shall be a lawyer with a Dutch law degree or admitted to practice Dutch law. If a Party has not appointed an arbitrator within 30 (thirty) days of having requested or received notice of the arbitration, such arbitrator shall be appointed by the NAI;
 - (d) the arbitral tribunal shall decide in accordance with the rules of law; and
 - (e) the Parties shall not be precluded from applying for injunctive relief in summary proceedings (*kort geding*) before any competent court instead of arbitrators.

22 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, during office hours during business days in the Netherlands.

Telephone number: 085 - 0657180

Email address: zakelijk@easypark.net

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SPECIAL TERMS AND CONDITIONS FOR THE GUEST PARKING SERVICE

Effective as of 16 June 2023

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 the Netherlands.

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.

2.2 The Guest Parking Service also includes the collection by EasyPark of the relevant Parking Fee from the Customer and the transfer of the amount to the relevant P-operator, in connection with the Customer ending a parking, or alternatively, starting a fixed parking time via the Guest Parking Service.

2.3 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; 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 6.1.1a)).
- 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 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.
- 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 Liability

6.1 EasyPark's liability

- 6.1.1 In addition to the limitation of EasyPark's liability pursuant to section 11 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.

6.1.2 EasyPark is not liable for any damage or loss incurred by any Third-party User.

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

6.2 The Customer's liability

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

6.2.2 In addition to section 12 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.

7 Miscellaneous

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

7.2 In addition to section 13 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.

7.3 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 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.

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