

## EASYPARK – GENERAL TERMS AND CONDITIONS FOR CONSUMERS

Effective as of 2 August 2023

### 1 Applicability

- 1.1 These general terms and conditions (the “**General Terms and Conditions**”) apply when EasyPark Schweiz GmbH, a Swiss limited liability company with its registered office in Zurich, domiciled at c/o SH Trust AG, Europa-Strasse 18, 8152 Glattbrugg and registered with the Commercial Register of the Canton of Zurich under register number CHE-288.006.758 (“**EasyPark**”), provides Services (as defined below) to natural persons (consumers) (the “**Customer**”) in Switzerland.
- 1.2 All Services are provided in accordance with applicable mandatory law and in accordance with:
  - any individually agreed terms and conditions; and
  - these General Terms and Conditions.
- 1.3 In case of deviation between the abovementioned provisions, they shall take precedent in the abovementioned order.
- 1.4 The Services are directed to individuals that are at least 18 years of age.
- 1.5 Section 16 includes special provisions governing the use of EasyPark services abroad.
- 1.6 By registering with EasyPark (see section 3.2), the Customer agrees with and accepts to be bound by these General Terms and Conditions by which a binding agreement between EasyPark and the Customer (the “**Agreement**”) arises. These General Terms and Conditions form an integral part of the Agreement between EasyPark and the Customer.
- 1.7 If the Customer also has a business user account with EasyPark, EasyPark’s from time to time applicable general terms and conditions for business customers apply in applicable parts to the Customer’s business related use of any services provided by EasyPark.
- 1.8 If the Customer has authorised, permitted or otherwise made the Customer’s EasyPark account available for someone else to use, the Customer bears full responsibility under the Agreement for such use (including, for the avoidance of doubt, the obligation to pay any accrued fees).

### 2 Definitions

- 2.1 In these General Terms and Conditions, and in connection with the Services, defined terms and expressions shall have the meaning set forth below:
  - “**Additional Service**” shall have the meaning set forth in section 3.1.1;
  - “**Agreement**” shall have the meaning set forth in section 1.6;
  - “**App**” means EasyPark’s Mobile phone application;
  - “**Automatic CameraPark**” shall have the meaning set forth in section 4.1.2;
  - “**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 Customer in relation to a Charging Session, corresponding to and being calculated based on the length of the relevant Charging Session multiplied with the charging 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 Customer using the EasyPark System, during which the Customer’s vehicle is charged at the relevant Charging Station;

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

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

“**License Plate Number**” means the official registration number or personal License Plate number, as the case may be, of a vehicle, as set forth on the License 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 4.1.6;

“**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;

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

“**Partner**” means any partner which EasyPark co-operates or otherwise maintains a contractual relationship with (however, excluding P-operators);

“**P-operator**” means any parking operator, which EasyPark co-operates with;

“**Registered License Plates**” shall have the meaning set forth in section 3.2.2;

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

“**Website**” means EasyPark’s website easyparkswitzerland.ch.

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

### 3 General Terms and Conditions for the Services

#### 3.1 General

3.1.1 EasyPark provides an electronic system for modern parking (the “**EasyPark System**”), through which EasyPark, in co-operation with P-operators and other Partners, enables Customers to administrate parking of vehicles (the “**Parking Service**”) and to access additional related services that may be made available (each an “**Additional Service**”), such as charging of electric vehicles (the “**Charging Service**”), receiving parking guidance (the “**Parking Guidance Service**”) and other functions. The Parking Service and the Additional Services, as well as other services provided by EasyPark to

consumer customers are jointly referred to as the “**Services**”. For the avoidance of doubt, EasyPark does not provide any parking locations, parking spaces, paid parking, or facilities for charging of electrical vehicles as such.

- 3.1.2 The Services offered by EasyPark are often dependent upon, or provided in combination with, services offered by P-operators and Partners. Such third parties may have their own applicable rules, regulations and/or terms of service. The Customer is required to accept and comply with such rules, regulations and/or terms of service, as the case may be, in connection with its use of the Services. EasyPark is not responsible nor liable for the services offered by P-operators and Partners, or for providing such applicable rules, regulations and/or terms of service. Please contact the P-operator or Partner to receive information in this regard.
- 3.1.3 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.
- 3.1.4 EasyPark offers a selection of product packages (each a “**Product Package**”) including the Parking Service and Additional Services, if applicable, whose contents, certain information on prices and any special terms and conditions, are described on the Website and in the App/Car App. Prices due are displayed in the App/Car App.
- 3.2 Access to the Services, Registration Data, etc.**
  - 3.2.1 A pre-condition for the Customer to gain access to the Services is that the Customer registers as a user with EasyPark. EasyPark reserves the right to reject a registration.
  - 3.2.2 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 My Pages, and such information is generally stored for at least twelve months.
  - 3.2.3 Registration can be made via the Website, the App, or in such other ways as accepted by EasyPark at the time of the application for registration. In connection with the registration, the Customer shall provide requested information, such as further specified personal data, valid mobile phone number, email address, and the License Plate Number for at least one vehicle (the license plates with such License Plate Number the “**Registered License Plates**”). Furthermore, the Customer shall select a payment method accepted by EasyPark, and register a payment card, or, as applicable, provide other information relevant for the selected payment method.
  - 3.2.4 When the registration has been completed, the Customer is granted a non-exclusive and non-transferable right, which is limited in time and not sub-licensable, to use the EasyPark System, the Services and – if applicable – the App and the Car App, subject to the selected Product Package and the Agreement. The Customer has the right to use the EasyPark System and, if applicable, the App and the Car App, during the entire term of the Agreement and for as long as the Customer continues to maintain an active user account and discharges its duties under the Agreement (including these General Terms and Conditions).

- 3.2.5 When a registration has been completed, 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 or Car App, as applicable (together, the "**Login Credentials**"). The Login Credentials also enable the Customer to log on to the Customer's personal website on the Website ("**My Pages**").
- 3.2.6 Certain Services offered through the App or the Car App require that the Customer has enabled the function "allow location access" and/or "allow notifications" on its Mobile phone, vehicle or other technical solutions approved by EasyPark.

### **3.3 The Customer's Undertakings and Responsibility**

- 3.3.1 The Customer is responsible for procuring that accurate information regarding the Customer and relevant vehicles is registered with EasyPark at any time. Following 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 the registration method, unless otherwise provided in section 11.1.
- 3.3.2 The Customer is responsible for ensuring that the payment card registered with 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 an update in the App or on My Pages, or by notifying EasyPark's customer service) regarding a new payment card at the latest by the end of the calendar month preceding the calendar month when the registered payment card expires.
- 3.3.3 The Customer is responsible for procuring that the Login Credentials are kept and used in a safe manner, and not disclosed or otherwise made available to any unauthorised person.
- 3.3.4 The Customer shall without delay inform EasyPark, as instructed on the Website (*e.g.*, by way of update in the App or on My Pages, or by notifying EasyPark's customer service), if:
- the Customer has any reason to believe that an unauthorised person has gained access to or knowledge of the Login Credentials;
  - the Customer's EasyPark Card has been lost or stolen;
  - any registered information regarding the Customer has changed or should be updated, for example when the Customer is no longer using the mobile phone number registered with EasyPark;
  - the Customer has any reason to believe that the License Plate Number of a vehicle registered for use of Automatic CameraPark (as defined below) is misused;
  - a vehicle with Registered License Plates has been/is being taken out of circulation with the competent authority (Annullation des Fahrzeugausweises) or will otherwise not/not any longer be used in relation to the Services;
  - a Mobile phone, on which the Customer has installed the App, or a vehicle in which the Customer has installed the Car App, is lost or stolen; or

- Registered License Plates are being re-registered (*Wiedereinlösung*) with the competent authority, have been assigned/transferred (*Abtretung/Übertragung*) or temporarily deposited with the competent authority (*Hinterlegung*),

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

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

## **4 Special Terms and Conditions for the Parking Service**

### **4.1 General**

- 4.1.1 Through the Parking Service, the Customer is able to notify the relevant P-operator of when a parking starts, the preliminary parking time and when a parking ends, and, if necessary, extend the parking time. However, due to rules established by a particular P-operator, the Customer may in relation to certain Parking Lots only be able to notify the P-operator of a fixed parking time, which cannot be prematurely ended or extended, or a minimum parking time.
- 4.1.2 In relation to certain Parking Lots, access may be granted and a parking may be started and/or ended with the help of a P-operator's automatic number plate recognition system (the "**CameraPark System**"), whereby the time a vehicle enters and leaves a Parking Lot is automatically registered and, if applicable, forwarded to the EasyPark System ("**CameraPark**"). If the CameraPark System is fully automated ("**Automatic CameraPark**"), a parking is activated automatically in the EasyPark System when the relevant vehicle enters the Parking Lot, whereby the Customer receives a notification in the App, and is ended automatically in the EasyPark System when the vehicle leaves the Parking Lot. If the CameraPark System is not fully automated, the Customer must activate a parking manually in the EasyPark System (*e.g.*, through the App), whereby the start time automatically will be set to the time when the relevant vehicle entered the relevant Parking Lot, but the parking is ended automatically in the EasyPark System when the vehicle leaves the Parking Lot. The Customer is responsible for

checking whether Automatic CameraPark is available for a given Parking Lot. Areas with Automatic CameraPark are marked with a symbol in the App.

- 4.1.3 The CameraPark Systems are provided and maintained by the P-operators and not by EasyPark. EasyPark does not provide any technical support in relation to the CameraPark System; instead the Customer is referred to the relevant P-operator.
- 4.1.4 By activating and using CameraPark the Customer:
- confirms that it is an authorised 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 authorised 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;
  - understands 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;
  - understands 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 among other things be used for residential/permit parking, provided that the relevant P-operator accepts this. When using the Parking Service for residential/permit parking, the Customer needs a residential/parking permit provided by the Customer's municipality. The Customer is responsible for procuring that he or she holds a relevant residential/parking permit.
- 4.1.6 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 Customer's usage, such as the amount of parking time. EasyPark does not have control over these factors, which may change from time-to-time. As part of the Parking Service, EasyPark acquires the P-operator's claim against the Customer for payment of the relevant Parking Cost (including VAT) as soon as the Customer ends a parking session which was started via the Parking Service, or alternatively, starts a fixed parking time via the Parking Service (see section 7).
- 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 Customer may choose to receive a reminder from EasyPark (e.g. via SMS) at a certain time before a preliminary set or fixed parking time ends. The Customer is always responsible for ending or extending a parking session that has been started via the Parking Service, irrespective of whether the Customer has chosen to receive a reminder and irrespective of whether the reminder is actually received.

## 4.2 Terms of Use

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

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

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

4.2.3 The Customer 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.

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

- the App, when using the App;
- 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 Customer starts a parking session through the Parking Service, the Customer shall specify the parked vehicle’s License Plate Number and the relevant Parking Lot, unless an EasyPark Card or Automatic CameraPark is used. If the Customer uses the App’s or the Car App’s positioning function or CameraPark, the Customer shall ascertain that the proposed Parking Lot is in fact the Parking Lot on which the Customer has parked. The Customer is responsible for specifying the correct Parking Lot and License 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 License Plate Number has been specified (see section 11.4a)).

4.2.6 When using the Parking Service for residential or permit parking the Customer shall have a residential/parking permit attached to the front window of the parked vehicle if required by the relevant P-operator. Please contact the P-operator to receive information on whether a visible residential/parking permit is required.

### **4.3 The Customer's Undertakings and Responsibility**

- 4.3.1 The Customer shall always comply with applicable laws and regulations, and the rules established by the relevant P-operator at any given time, or which are otherwise applicable in relation to the Parking Lot where a Customer parks the vehicle.
- 4.3.2 The Customer is responsible for starting the parking session correctly and ascertaining that the specified Parking Lot and License Plate Number are correct, as set forth in Section 4.2.4.
- 4.3.3 The Customer is responsible for procuring that a started parking session is ended or extended as the case may be. If the Customer did not state a preliminary end time or a total parking time when the parking was started, the Customer is responsible for ending the parking manually. If the Customer is using CameraPark, it shall check that a started parking has ended when the relevant vehicle leaves the relevant Parking Lot, and notify EasyPark's customer service, if it has not ended automatically.
- 4.3.4 If the Customer is using CameraPark, the Customer is responsible for procuring that the relevant vehicle's license plates are clean, not damaged and otherwise in a readable condition when the vehicle enters and leaves the Parking Lot.
- 4.3.5 If the Parking Service is not available or is out of function, for example due to reasons attributable to the (i) telephone, (ii) Mobile phone or (iii) other technical equipment (*e.g.*, a vehicle's infotainment system) used by the Customer, or failure, disruption or delay in telephone, Internet, other communication network, or a CameraPark System, the Customer is responsible for making proper payment for the relevant parking session to the P-operator in any other way instructed by the P-operator (*e.g.* by way of payment at the relevant parking meter). If the Customer in such a case does not make payment in any such other way, the Customer risks to be issued a parking fine, or a fee or a charge for incorrect parking. 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 is responsible for deactivating the Automatic CameraPark service in relation to a vehicle, if the Customer no longer wants to use such service in relation to such vehicle (*e.g.*, if the vehicle has been sold, or, in respect of lease and rental cars, when the relevant rental or lease period has ended), or no longer wants to use the service for an individual parking (*e.g.* if the Customer has lent the vehicle to a third party). If the Customer is unable to deactivate Automatic CameraPark, the Customer is 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 is responsible for any parking fines and fees or charges, which may be notified or collected in connection with any kind of parking violations, and the payment thereof. Any parking violation is a matter between the Customer and the relevant P-operator, parking enforcement authority, and/or the competent 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 By using the Charging Service, the Customer is able to notify any relevant Partner or P-operator, or EasyPark (when EasyPark acts as a reseller, as further described in section 5.1.4), as applicable, (a) when a Charging Session is started or ended, (b) of the preliminary charging time/level, and (c), if necessary, of an extension/increase of the charging time/level.
- 5.1.2 The terms and conditions for the Parking Service set forth in section 4, apply *mutatis mutandis* to the Charging Service. However, started and ended parking shall, respectively, mean started and ended Charging Session. No resident parking and no system corresponding to CameraPark exist in relation to the Charging Service.
- 5.1.3 In relation to certain P-operators and Partners, the Charging Service includes an element of immediate on-demand purchase and re-sale of electricity or charging time, whereby EasyPark acts as a reseller. When a Customer is charging an electric vehicle and starts a Charging Session, from such time and until the Charging Session has ended; EasyPark will i) buy relevant electricity or charging time from the relevant P-operator or Partner, and ii) re-sell the relevant electricity or charging time to the Customer.
- 5.1.4 If EasyPark does not act as a reseller, as part of the Charging Service, EasyPark acquires the Partner's or P-operator's claim against the Customer for payment of the relevant Charging Cost (including VAT, if applicable), as soon as the Customer ends a Charging Session (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 with respect to the charging stations (each a "**Charging Station**") used by the Customer for the Charging Service or the electricity consumed by the Customer in connection with the Charging Service, and does not provide any technical support in relation to any Charging Station. If a Charging Station does not function properly or, *e.g.*, has caused damage to the Customer's vehicle, the Customer is referred to the relevant Partner or P-operator. Normally, contact details are provided in connection with the Charging Station, but may also be retrieved from EasyPark's customer service.

### **5.2 The Customer's Undertakings and Responsibility**

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

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

## **6 Special Terms and Conditions for the Parking Guidance Service**

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

## **7 Notification of Assignments of Claims**

- 7.1 The Customer is hereby notified that EasyPark will acquire the following claims:
- when using the Parking Service: the relevant P-operator's claim against the Customer for the payment of the relevant Parking Cost, immediately after (i) the Customer ends a parking session, or alternatively, (ii) starts a fixed parking time; and/or
  - when using the Charging Service: the relevant Partner's or P-operator's claim against the Customer for payment of the relevant Charging Cost, immediately after the Customer ends a Charging Session.

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

- 7.2 The Customer is notified via My Pages, the App, the Car App, email and/or SMS that a claim regarding payment of a Parking Cost and/or Charging Cost has arisen and that EasyPark has acquired such claim from the relevant Partner and/or P-operator.

## **8 Prices and Fees**

- 8.1 Certain information regarding pricing for the Services, Product Packages, Additional Services and other additional functions can be found on the Website. Except for fixed monthly fees, the prices and fees due are displayed in the App/Car App. All prices and fees include VAT. Parking Costs and Charging Costs are in addition to and not included in EasyPark's prices and fees.
- 8.2 EasyPark's pricing model for the Product Packages currently consists of a non-recurring fee when registration of a Customer account is approved, and/or, depending on the Product Package selected by the Customer (which primarily is driven by the Customer's parking requirements), of (i) only a fixed monthly fee (*i.e.* a subscription model, if applicable); (ii) a fixed and/or percentage surcharge to the

relevant Parking/Charging Costs and a fee per use of Additional Services, *i.e.*, no fixed monthly fee, *i.e.* fees are calculated and charged on a transaction by transaction basis, not as a fixed monthly fee; or (iii) a combination of a fixed and/or percentage surcharge to the relevant Parking/Charging Costs, a fee per use of Additional Services and a fixed monthly fee. Separate fees may be charged for Additional Services (such as the Parking Guidance Service) and other additional notifications and functions, which are not included in the relevant Product Package.

- 8.3 Additional Services, which currently are included in the Product Packages, or any new services, may in the future be subject to separate fees.
- 8.4 EasyPark reserves the right to change its prices and fees. For Services that are remunerated by a fixed monthly fee (see 8.2(i) and (iii) 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 8.2(ii) and (iii) above), such amendments become effective immediately for all future transactions, *i.e.* the amended prices or fees apply at the point in time at which the Customer requests a Service and accordingly such prices and fees may change at any time without notice. The prices and fees applicable at the relevant point in time are shown in the App/Car App when the Customer requests a Service and before the Customer bindingly books a Service.

## **9 Payment Terms etc.**

- 9.1 Payment is made either by charging the Customer's registered payment card, or by any other payment method approved by EasyPark. The Customer selects and approves of the payment method in connection with its application for registration. For information regarding additional payment terms applicable to each respective payment method, reference is made to the relevant payment service provider.
- 9.2 The monthly subscription fee, if applicable in accordance with the Product Package selected by the Customer, is charged monthly in advance and is not refundable. Other prices and fees (except for what is set forth in section 9.3) are charged in accordance with the payment method selected by the Customer after the starting or ending of the relevant Service. The Customer hereby approves such charging.
- 9.3 Parking Costs and Charging Costs (and EasyPark's surcharge, if applicable in accordance with the Product Package selected by the Customer) are typically charged (i) after EasyPark has acquired the relevant claim regarding the Parking Cost and/or the Charging Cost from 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.
- 9.4 If payment is not made on time, EasyPark is entitled to charge default interest of 5% per annum, from the due date until the time payment has been made in full. The due date is considered to be the date on which the fixed monthly fee or other prices and fees cannot be charged in accordance with section 9.2 above. In addition, EasyPark is entitled to compensation for costs associated with collection of due amounts (such as late payment reminders or debt collection demands). In particular, EasyPark is

entitled to a reminder fee of CHF 20.00 for each reminder and in the case of debt collection by a third party, the Customer shall owe additional fees for the collection costs.

## **10 The Availability of the EasyPark System, Intellectual Property Rights, etc.**

- 10.1 The EasyPark System and Services are under continuous development and may be updated or changed from time-to-time or discontinued.
- 10.2 The EasyPark System is generally available 24 hours a day, but the availability may be interrupted due to planned upgrades, modifications and maintenance or due to unexpected system failures. The Customer acknowledges that software can never be tested in all possible situations and that deviation from agreed functionality and unexpected errors and disruptions may occur. EasyPark reserves the right to update the EasyPark System with new functions or otherwise modify it in order to, for example, adapt it to new technology, new security standards or new administrative procedures.
- 10.3 All copyrights (including the rights to computer programs, data bases, source codes, object codes and algorithms) and other intellectual property rights (including trademarks and patent rights) relating to the EasyPark System and its contents are owned or licensed by EasyPark or its suppliers and partners. No such rights are transferred to the Customer by the virtue of this Agreement. It is not allowed to use, or to grant others a right to use, the EasyPark System or its contents for commercial purposes. The Customer does not have any right to copy, distribute, sell, publish, transfer, lend, sub-license, modify, or otherwise dispose of or take any action regarding the software included in the EasyPark System. The Customer does not have any right to engage in reverse engineering, decompilation, disassembling or in any way attempt to access the software's source code. In addition to the Customer's right to information pursuant to Section 3.2.2, the Customer has no right – by itself or through others – to collect and store data from the App, the Car App and the Website.
- 10.4 The Customer shall ensure that all information and materials which are transferred to the EasyPark System are free from damaging elements or source code or malware (such as viruses, worms and Trojan horses). It is the responsibility of the Customer that any information which the Customer uploads to My Pages or makes available via the App or the Car App does not infringe any third party's intellectual property or other rights and is not in conflict with any applicable law or regulation.

## **11 EasyPark's Liability**

- 11.1 Nothing in these General Terms and Conditions shall exclude liability of EasyPark for gross negligence and wilful misconduct, or death and personal injury caused by EasyPark's negligence, or any other type of liability which cannot be excluded or limited under applicable law.
- 11.2 EasyPark is not liable for:
  - a) loss or damage to the Customer's vehicle or other properties while using any Parking Lots or Charging Stations;
  - b) the services offered by P-operators or Partners.
- 11.3 EasyPark excludes liability for any losses or damages (including, for the avoidance of doubt, any indirect or consequential damages such as, e.g., loss of profits) suffered by Customers or other natural or legal persons to the extent permitted by law.

11.4 To the extent permitted by law, EasyPark is not liable for any damage or loss incurred by the Customer caused by:

- a) the Customer's fault or negligence, including that the Customer has (i) not correctly started or ended a Service (irrespective of whether the Customer has selected to receive a reminder from EasyPark or used CameraPark), (ii) not heeded information received from EasyPark or any relevant P-operator or Partner; or (iii) when starting a parking specified the wrong License Plate Number or Parking Lot (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 or through the use of Automatic CameraPark);
- b) the Customer not having discharged its duties under the Agreement or otherwise not complied with EasyPark's instructions;
- c) the Customer having parked its vehicle in violation of applicable laws, regulations, and/or rules established by the relevant P-operator or which are otherwise applicable in relation to the Parking Lot where the Customer parks the vehicle;
- d) error or insufficient functionality (such as the equipment being switched off or having a discharged or dead battery) relating to the Customer's (i) telephone, (ii) Mobile phone or (iii) other technical equipment (e.g., a vehicle's infotainment system), which may result in a parking or a Charging Session not being started or extended (whereby the Customer risks, e.g., a parking fine) or not being ended correctly (whereby the Customer risks, e.g., to pay too much for its parking or charging);
- e) failure, disruption or delay in telephone, Internet, or other communication network provided by a party other than EasyPark, or any telecommunication operator's actions or omissions affecting the Services' functionality or its availability, which, e.g., may result in the Customer's phone, Mobile phone or other technical equipment not being able to communicate with the EasyPark System and a parking or a Charging Session not being started or extended (whereby the Customer risks, e.g., a parking fine) or not being ended correctly (whereby the Customer risks, e.g., to pay too much for its parking or charging);
- f) the Service having been cancelled by EasyPark due to reasons that prove to be incorrect, but which EasyPark had reason to believe were correct at the time of the cancellation, and which justified the cancellation;
- g) a Charging Station not functioning correctly;
- h) a Parking Lot/Charging Station proposed by EasyPark not being available when the Customer arrives there;
- i) the Customer's EasyPark Card having been lost or stolen without the Customer informing EasyPark thereof, or otherwise been subject to unauthorised use;
- j) the Customer not having informed EasyPark of a known or suspected misuse of the License Plate Number of a vehicle registered for use of Automatic CameraPark;

- k) a Mobile phone, on which the Customer has installed the App, or a vehicle, in which the Customer has installed the Car App, being lost or stolen;
- l) the Customer not having duly deactivated the Automatic CameraPark service in relation to a vehicle;
- m) unauthorised use of the Login Credentials and/or the Services, or
- n) Force majeure (see section 14).

11.5 EasyPark is in no event liable for indirect or consequential damages such as, *e.g.*, loss of profits. EasyPark is not liable for any damages in relation to the Customer's relationship with any third party.

## **12 Complaints**

- 12.1 In case of a defective Service or an erroneous charge or fee, the Customer shall submit a written complaint to EasyPark's customer service without delay, and at the latest within 60 days from when the relevant Service started to be provided, alternatively from when the Customer became, or should have become, aware of the relevant erroneous charge. The complaint shall clearly specify the nature of the defect or error. The Customer shall provide reasonable assistance to EasyPark in connection with any investigation made due to the complaint.
- 12.2 Complaints regarding erroneous Parking 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.
- 12.3 EasyPark may at any time, whether prior to or after the Customer has been credited by EasyPark for any fees or other charges pursuant to section 12.2 or otherwise, require the Customer to object to any corresponding claim of a P-operator, Partner or other third party, as the case may be, as part of the Customer's reasonable assistance and cooperation. In addition, pursuant to EasyPark's written request, the Customer shall procure that EasyPark is allowed to handle any negotiation or dispute with any third party in relation to a dispute or potential dispute in respect of such fees 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.

## **13 Term, Early Termination etc.**

- 13.1 The Agreement is valid from registration by the Customer (see section 1.6) until it is terminated in accordance with the terms of the Agreement, or as otherwise agreed in writing.
- 13.2 If the Customer has selected a Product Package without a monthly subscription fee, the Customer may terminate the Agreement with immediate effect. If the Customer has selected a Product Package with a monthly subscription fee (in full or in part), the Customer may terminate the Agreement as per the end of the next calendar month following the notice of termination.

- 13.3 Without prejudice to the termination right of the Customer under section 13.2, in case of a change of prices and fees, the Customer is entitled to terminate the contract with effect as of the time the changed prices and fees become effective.
- 13.4 EasyPark has the right to immediately suspend the Customer's access to the Services, cancel the Customer's user account and/or terminate the Agreement with immediate effect if:
- a) the Customer is in material breach of any of its undertakings under the Agreement;
  - b) the Customer does not fulfil, or there is a reasonable reason to assume that the Customer will not fulfil, its payment obligations under this Agreement, or does not have a valid payment card or any other payment method registered through EasyPark;
  - c) the Customer, according to EasyPark's reasonable assessment, could be expected to become insolvent;
  - d) the Customer uses the EasyPark System or any Service in violation of the Agreement, or in a way which may be detrimental or cause damage to EasyPark or any third party;
  - e) the Customer has repeatedly parked its vehicle in violation of applicable laws, regulations, and/or rules established by any relevant P-operator;
  - f) the Customer has provided incorrect, incomplete or misleading information, or
  - g) EasyPark, based on an overall assessment, considers it likely that the Customer may be involved in, or linked to, criminal activity.
- 13.5 EasyPark may terminate the Agreement or stop providing the Services, as a whole or in parts, subject to two month's prior notice.
- 13.6 If the Customer has selected a Product Package for which the Customer pays in full or in part a monthly subscription fee, it is the Customer's responsibility to terminate the Agreement if his/her vehicle with Registered License Plates has been/is being taken out of circulation (*Annullation des Fahrzeugausweises*), if such vehicle will otherwise not be used in relation to the Services or if Registered License Plates have been assigned/transferred (*Abtretung/Übertragung*) or temporarily deposited with the competent authority (*Hinterlegung*). EasyPark has no responsibility to verify that a vehicle with a Registered License Plate has not been taken out of circulation (*Annullation des Fahrzeugausweises*), is being used or that the Registered License Plates have not been temporarily deposited with the competent authority (*Hinterlegung*).
- 13.7 Termination of the Agreement by the Customer shall be made in writing.
- 13.8 Termination of the Agreement (for whatever reason) shall not affect any rights and/or obligations incurred by a Party prior to the date the Agreement is terminated.

## 14 Force Majeure

EasyPark shall not be responsible or liable for failure or delay in carrying out the terms of this Agreement resulting from any cause or circumstance beyond EasyPark's reasonable control, including, but not limited to, fire, flood or other natural disasters, epidemics, 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.

## **15 Information, Personal data**

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

## **16 EasyPark in other Countries**

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

## **17 Amendments, Assignment etc.**

- 17.1 EasyPark reserves the right to amend these General Terms and Conditions. In such case, EasyPark shall promptly inform the Customer and make the new version of the General Terms and Conditions available to the Customer who has a right to reject the amendments through terminating the Agreement with immediate effect. However, should the Customer thereafter continue to use the Services, the Customer shall be deemed to have accepted the amendments.
- 17.2 The General Terms and Conditions applicable from time to time are available on the Website.
- 17.3 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.
- 17.4 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 Miscellaneous**

- 18.1 The Agreement constitutes the entire agreement between the Parties regarding the issues to which the Agreement relates.
- 18.2 The Parties agree that, should any provision of the Agreement be held invalid or unenforceable, such provision and the other terms and conditions of the Agreement shall apply to the extent allowed.
- 18.3 These General Terms and Conditions (as well as any other terms and conditions which forms part of the Agreement) are available in several languages out of which the English language version constitutes the original language version. The Parties acknowledge that in case of any discrepancies between the German, French or the Italian language version and the English language version of the General Terms and Conditions, the English language version shall prevail.

**19 Applicable Law and Disputes**

- 19.1 The Agreement shall be governed by and construed in accordance with substantive Swiss law without regard to the conflicts of laws principles thereof.
- 19.2 Any dispute arising out of or in connection with the Agreement shall be submitted to the non-exclusive jurisdiction of the courts of the city of Zürich, Switzerland. Places of jurisdiction for consumers remain unaffected.
- 19.3 This section 19 shall survive the termination of the Agreement.

**20 Customer Service**

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

Telephone number: +41 435 080 189

Email address: help.ch@easypark.net

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