

EASYPARK – GENERAL TERMS AND CONDITIONS FOR CONSUMERS

Effective as of 2017-11-24

1 Applicability

1.1 These general terms and conditions (the “**General Terms and Conditions**”) apply when EasyPark AS, with Norwegian business registration number 980 050 491, (“**EasyPark**”), provides Services to a consumer in Norway (the “**Customer**”).

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

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

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

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

1.4 Section 19 includes special provisions governing the use of EasyPark services abroad.

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

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;

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

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

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

“**EasyPark 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 obtains access to via the IVR Service, the SMS Service, the App and/or the Website;

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

“**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 and 3.1.2;

“**Parking Sublease Session**” means a single, continuous time period ordered by the Customer using the EasyPark System, during which EasyPark will lease a Parking Lot from the relevant P-operator, and sublease such Parking Lot to the Customer;

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

“**Parking Fee**” means the parking fee payable by the Customer to EasyPark in relation to a Parking Sublease Session, corresponding to and being calculated based on the length of the relevant Parking Sublease Session multiplied with the parking fee generally applied by the relevant P-operator in relation to the relevant Parking Lot from time to time;

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

“**P-operator**” means any parking operator which EasyPark co-operates with and which offers parking of vehicles in accordance with Regulation 18 March 2016 no. 260;

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

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

“**Website**” means EasyPark’s website www.easypark.no

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 i) administrate parking of vehicles (the “**Parking Service**”) at Parking Lots, and ii) access additional related services (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 from time to time, are jointly referred to as the “**Services**”.

3.1.2 The Parking Service includes an element of immediate on-demand subleasing of relevant Parking Lots. If a Customer parks a vehicle on a Parking Lot and starts a Parking Sublease Session via the EasyPark System, EasyPark will from such time and until the Parking Sublease Session has ended; i) lease the relevant Parking Lot from the P-operator, and 2) sublease the relevant Parking Lot to the Customer.

3.1.3 The Charging Service includes an element of immediate on-demand purchase and re-sale of charging time. When a Customer is charging a electric vehicle and starts a Charging Session via the EasyPark System, EasyPark will from such time and until the Charging Session has ended; i) buy relevant charging time from the relevant P-operator or Partner, and 2) re-sale the relevant charging time to the Customer.

3.1.4 For a more detailed description of the Services, reference is made to the information provided on the Website from time to time.

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 from time to time.

3.2 Access to the Services, registration data, etc.

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

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

- 3.2.3 When the registration has been approved, the Customer is granted a non-exclusive and non-transferable right, which is limited in time and not sub-licensable, to use the EasyPark System and thereby the Services, in accordance with the selected Product Package and, if applicable, the App. The right to use the EasyPark System and, if applicable, the App, remains during the term of the Agreement and for as long as the Customer has an active user account and discharges its duties under the Agreement (including these General Terms and Conditions).
- 3.2.4 Once a registration has been approved, the Customer will receive a unique password to be used together with the Customer's telephone number and/or email address (the "**Login Credentials**") which enables the Customer to, *inter alia*, log on to the Customer's personal website on the Website ("**My Pages**") and the App.
- 3.2.5 Certain Services require that the Customer uses the App and have enabled the function "allow location access" and/or "allow notifications" on its mobile phone or other technical solutions approved by EasyPark from time to time.

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 all times. Following approval of the registration, the Customer shall log on to My Pages to verify that the registered information is accurate. EasyPark is under no circumstances liable for erroneous registered information, regardless of registration method.
- 3.3.2 The Customer is responsible for ensuring that the payment card registered through EasyPark, or any other selected payment method, as applicable, is valid, not blocked and that the associated account, if any, has sufficient coverage. The Customer shall provide EasyPark with relevant information (*e.g.* through update in the App or on My Pages, or by notifying EasyPark's customer service) regarding a new payment card at the latest by the end of the calendar month preceding the calendar month when the registered payment card expires.

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

3.3.4 The Customer shall without delay inform EasyPark, as instructed from time to time on the Webpage (*e.g.* through update in the App or on My Pages, or by notifying EasyPark's customer service), if:

- the Customer has any reason to believe that an unauthorised person has gained access to or knowledge of the Login Credentials;
- any registered information regarding the Customer has been changed or should be updated; 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 and/or the Customer's user account or update the Customer's registered information.

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

3.3.5 In addition to what is set out in the Agreement, the Customer shall comply with any instructions given by EasyPark from time to time.

3.3.6 The Customer is responsible for procuring that the telephone, mobile phone or other technical equipment used by the Customer functions properly and is compatible at all times with the EasyPark System, the Services and the App, as applicable. The Customer is also responsible for procuring that the App is duly updated, if applicable. The performance requirements applicable from time to time in relation to the EasyPark System, the Services and the App, are available on the Website.

4 Special terms and conditions for the Parking Service

4.1 General

4.1.1 Through the Parking Service, the Customer is able to, at a distance, notify EasyPark of when a Parking Sublease Session starts and ends, and, if necessary, extend the Parking Sublease Session.

4.1.2 The Parking Service may among other things be used for residential/permit parking, provided that the relevant P-operator accepts this. If using the Parking Service for residential/permit parking, the Customer may need a residential/parking permit provided by the Customer's municipality, in

addition to the EasyPark distinctive mark (see section **Error! Reference source not found.**). The Customer is responsible for procuring that it holds a relevant residential/parking permit. If the Parking Service is used for residential/permit parking, the Customer can only notify the P-operator of a fixed parking time, which cannot be prematurely ended.

- 4.1.3 In connection with the Parking Service, EasyPark offers certain Additional Services and functions (some at an additional cost depending on the Product Package). For example, the Customer may choose to receive a reminder from EasyPark (*e.g.* via SMS) at a certain time before a preliminary set or fixed Parking Sublease Session ends, or, provided that the Customer is using the App, a push notice if the Customer leaves a Parking Lot without first having ended the Parking Sublease Session. The Customer is always responsible for ending a Parking Sublease Session that has been started via the Parking Service, irrespective of whether the Customer have chosen to receive a reminder or a push notice.

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 specified in the map, which is available on the Website, and
- (ii) have parking pay stations with EasyPark decals, or otherwise have signs or other distinctive marks which indicate that EasyPark co-operates with the P-operator in relation to the relevant Parking Lot.

- 4.2.2 The relevant P-operator decides on rules and parking conditions in relation to a Parking Lot.

- 4.2.3 When using the Parking Service, the Customer shall start a Parking Sublease Session by activation via either

- the App;
- the IVR Service;
- the SMS Service;
- My Pages; or

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

- the App, when using the App;

- the interactive voice response/a SMS receipt, when using the IVR Service;
- SMS, when using the SMS Service;
- My Pages, when using My Pages; or

4.2.4 If the Customer, using the Parking Service, starts a Parking Sublease Session, the Customer shall in connection therewith specify the parked vehicle's registration number and the relevant Parking Lot's area code. If the Customer uses the App's positioning function, the Customer shall procure that the proposed area code matches the area code of the relevant Parking Lot, which is stated on, or adjacent to, the Parking Lot's parking pay station. The Customer is responsible for specifying the correct area code. EasyPark assumes no liability if the wrong area code has been specified (see section 10.2a).

4.2.5 EasyPark provides information regarding the Parking Sublease Sessions on My Pages, and such information is generally stored for at least twelve months.

4.3 The Customer's undertakings and responsibility

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

4.3.2 The Customer is responsible for starting the Parking Sublease Session correctly, by specifying the parked vehicle's registration number and the relevant Parking Lot's area code. The Customer is responsible for procuring that the area code specified by the Customer is correct, irrespective of whether the area code has been proposed through the App's positioning function.

4.3.3 The Customer is responsible for procuring that a started Parking Sublease Session is ended. If the Customer did not state a preliminary end time or a total parking time when the Parking Sublease Session was started, the Customer is responsible for ending the Parking Sublease Session manually.

4.3.4 If the Parking Service is not available or is out of function when the Customer shall park or at any time during the Customer's parking (*e.g.* due to reasons attributable to the telephone, mobile phone or other technical equipment used by the Customer, or failure, disruption or delay in telephone, Internet, or other communication network), the Customer does not sub-lease the relevant Parking Lot from EasyPark and 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 pay station), whereby EasyPark, for the avoidance of doubt, will not be providing the Customer with any Parking Service in relation to such parking.

- 4.3.5 The Customer is responsible for any parking fines and fees or charges for incorrect parking (which may be notified or collected in connection with parking violations), and the payment thereof. Any parking violation is a matter between the Customer and the relevant P-operator or the police authority. EasyPark remains neutral in such disputes, however, EasyPark may at its sole discretion and extent provide information to the disputing parties.

5 Special terms and conditions for the Charging Service

5.1 General

- 5.1.1 Through the Charging Service, the Customer is able to at a distance notify any relevant Partner or P-operator, as applicable, when a Charging Session is started, the preliminary charging time/grade and when the Charging Session is completed, and, if necessary, extend the Charging Session /increase the charging time/grade.
- 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 completed charging.
- 5.1.3 EasyPark provides information regarding the Customer's Charging Sessions on My Pages, and such information is generally stored for at least twelve months.
- 5.1.4 EasyPark assumes no responsibility for the charging station used by the Customer for the Charging Service (the "**Charging Station**"). EasyPark does not provide any technical support in relation to the Charging Station; instead the Customer is referred to the relevant Partner or P-operator.

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 when the Customer shall charge the vehicle, or at any time during the Customer's charging of the vehicle (*e.g.* due to reasons attributable to the telephone,

mobile phone or other technical equipment used by the Customer, or failure, disruption or delay in the telephone, Internet, or other communication network), the Customer is not buying the relevant charging time from EasyPark and is responsible for making proper payment to relevant Partner or P-operator in any other way instructed by such Partner or P-operator, whereby EasyPark, for the avoidance of doubt, will not be providing the Customer with any Charging Service in relation to such charging.

- 5.2.3 The Customer is responsible for any damage caused by the Customer, the Customer's vehicle or other property, in connection with the charging of the Customer's vehicle.

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 from time to time which is compatible with the Parking Guidance Service.
- 6.2 The Parking Guidance Service requires that the Customer uses the App and has enabled the functions "allow location access" and/or "allow push notifications" on its mobile phone or other technical solutions approved by EasyPark from time to time.
- 6.3 EasyPark assumes no liability regarding the App's positioning function including correct indication of available Parking Lots/Charging Stations close to the Customer's position. EasyPark also assumes no liability in respect to guiding the Customer properly to such Parking Lot/Charging Station. Furthermore, EasyPark assumes no liability regarding unavailability of Parking Lots/Charging Stations to which the Customer has been directed.

7 Prices and fees

- 7.1 Prices and fees for relevant Product Packages, Additional Services and other additional functions are set forth in EasyPark's price list applicable from time to time, which is available on the Website.
- 7.2 The relevant Parking Fees and Charging Fees (as applicable) are depending on the Customers actual use of the Parking Service and the Charging Service, and are in addition to and not included in the prices and fees for the relevant Product Package.

- 7.3 All prices and fees include VAT.
- 7.4 EasyPark's pricing model for the Product Packages (*i.e.* excluding any Parking Fees or Charging Fees) currently consists of a non-recurring fee when a registration 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, (ii) a percentage surcharge to the relevant Parking/Charging Fees and a fee per use of Additional Services, *i.e.* no fixed monthly fee, or (iii) a combination of a percentage surcharge to the relevant Parking/Charging Fees, a fee per use of Additional Services and a fixed monthly fee. Separate fees are 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.
- 7.5 Additional Services which currently are included in the Product Packages, or any new services, may in the future be subject to separate fees.
- 7.6 EasyPark reserves the right to change its prices and fees. Such amendments will become effective no earlier than 30 days after the Customer has been informed of the change.

8 Payment terms etc.

- 8.1 Payment is made either by charging the Customer's 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. For information regarding additional payment terms applicable to each respective payment method, reference is made to the relevant payment service provider.
- 8.2 The fixed monthly fee is charged monthly in advance and is not refundable. Other prices and fees (including any Parking Fees and Charging Fees, and any surcharge in relation thereto) are charged in accordance with the payment method selected by the Customer in connection with the Customer's use of the relevant Service. The Customer hereby approves such charging.
- 8.3 If payment is not made on time, EasyPark is entitled to charge a penalty interest fee in accordance with the Norwegian Act of 17 December 1976 no. 100 relating to Interest on Overdue Payments (*Nw. forsinkelsesrenteloven*), 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).

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

- 9.1 The EasyPark System is generally available 24 hours a day, however excluding time necessary for planned interruptions for upgrades, modifications and maintenance. 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. EasyPark assumes no liability for any damages or losses arising in connection with the EasyPark System not being available, being out of function, or containing errors.
- 9.2 All copyright (including the right to computer programs, 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 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.
- 9.3 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). The Customer is responsible for that information which the Customer uploads to My Pages or makes available via the App, does not infringe any third party's intellectual property rights or otherwise is not in conflict with law, regulation or the right of others.
- 9.4 EasyPark applies customary security measures to protect data. EasyPark is not liable for any data loss or disclosure unless EasyPark has acted with negligence.

10 EasyPark's liability

- 10.1 EasyPark's aggregate liability shall in no event exceed an amount equivalent to the social insurance base amount in accordance with Section 1 of the Norwegian Social Insurance Base Regulations of 27 May 2016 no. 530 (Nw. *grunnbeløpsforskriften*), except if EasyPark has acted wilfully or grossly negligent.
- 10.2 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 not correctly started or ended a Service (irrespective of whether the Customer has selected to receive a reminder or a push notice from EasyPark), the Customer not having assimilated information provided, or the Customer having specified the wrong area code in relation to the relevant Parking Lot when starting a Parking Sublease Session (irrespective of whether the Customer has stated such area code manually or after a proposal made by the positioning function in the App);
 - b) the Customer not having discharged its duties under this 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 and parking conditions 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 relating to the Customer's telephone, mobile phone or other technical equipment (such as the equipment being switched off or having a discharged battery);
 - e) failure, disruption or delay in telephone, Internet, or other communication network, or any telecommunication operator's actions or omissions affecting the Services' functionality or its availability;
 - f) the Service having been cancelled by EasyPark due to reasons that proves to be incorrect, but which EasyPark had reason to believe were correct at the time of the cancellation and which justified the cancellation;
 - g) disruption in or inadequate access to one or several Services which EasyPark could not reasonably have foreseen;
 - h) a Charging Station not functioning correctly;

- i) a Parking Lot/Charging Station proposed by EasyPark not being available when the Customer arrives there;
- j) unauthorised use of the Login Credentials and/or the Services, or
- k) Force Majeure (see section 15).

10.3 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 relationships with any third party.

11 The Customer's liability

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

11.2 The Customer shall 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 use of any Service.

11.3 The Customer shall indemnify and hold EasyPark harmless against any claims, other than rental fees, from the P-operator or from third parties arising from i) EasyPark's provision of Parking Services, and ii) EasyPark's provision of Charging Services.

12 Complaints

12.1 In case of a defective Service or an erroneous charge, the Customer shall submit a written complaint to EasyPark's customer service without delay, and at the latest within 60 days from when the relevant Service started to be provided, alternatively from when the Customer became, or should have become, aware of the relevant erroneous charge. The complaint shall clearly specify the nature of the defect or error. The Customer shall provide reasonable assistance to EasyPark in connection with any investigation made due to the complaint.

12.2 Complaints regarding erroneous Parking Fees or Charging Fees are handled and decided upon in dialogue with the relevant P-operator or Partner. If and when such a complaint is approved, EasyPark shall without delay compensate the Customer with the relevant amount. If the complaint is rejected, EasyPark shall notify the Customer of the outcome of the handling of the complaint and motivate the decision.

13 Term, early termination etc.

- 13.1 The Agreement is valid from the confirmation of registration by EasyPark (see section 1.4) until it is terminated in accordance with the terms of the Agreement, or as otherwise agreed in writing.
- 13.2 If the Customer has selected a Product Package without fixed monthly fee, the Customer may terminate the Agreement with immediate effect. If the Customer has selected a Product Package with a fixed monthly fee (in full or in part), the Customer may terminate the Agreement as per the end of the next calendar month following the notice of termination.
- 13.3 EasyPark has the right to immediately suspend the Customer's access to the Services, cancel the Customer's user account and/or terminate the Agreement with immediate effect if
- a) the Customer is in material breach of any of its undertakings under the Agreement;
 - b) the Customer does not fulfil, or there is a reasonable reason to assume that the Customer will not fulfil, its payment obligations in relation to EasyPark, or does not have a valid payment card or any other payment method registered through EasyPark;
 - c) the Customer, according to EasyPark's reasonable assessment, could be expected to become insolvent;
 - d) the Customer uses the EasyPark System or any Service in violation of the Agreement or in a way which may be detrimental or cause damage to EasyPark or any third party;
 - e) the Customer has repeatedly parked its vehicle in violation of applicable laws, regulations, and/or rules or parking conditions 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.
- 13.4 If the Customer has selected a Product Package for which the Customer pays in full or in part a fixed monthly fee, it is the Customer's responsibility to terminate the Agreement if its registered vehicle has been sold, is temporarily deregistered, or otherwise will not be used. EasyPark has no responsibility to verify that a vehicle having been registered by the Customer has not been temporarily deregistered.

- 13.5 Termination of the Agreement shall be made in writing.
- 13.6 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 Right of withdrawal

In accordance with the Act of 20 June 2014 no. 27 relating to the duty of disclosure regarding and right to cancel distance contracts and off-premises sales (the Cancellation Act) (Nw. *angrerttloven*), the Customer has a right to withdraw from the Agreement by notifying EasyPark's customer service within 14 days from approved registration.

15 Force Majeure

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

16 Confidentiality

Neither Party shall disclose confidential information regarding the other Party without the other Parties consent. However, the Customer acknowledges and consents to EasyPark sharing information regarding the Services and their usage to P-operators and Partners in order to discharge its duties in relation to them. Furthermore, the Customer acknowledges and consents to EasyPark reporting any misuse of the Services, illegal activities, fraudulent or inappropriate behaviour and/or suspicions thereof to the police or any other competent authority.

17 Processing of personal data etc.

- 17.1 Personal data is processed and handled in accordance with the Norwegian Personal Data Act (Nw. *personopplysningsloven*) and other applicable legislation for the protection of the personal integrity (including any other legislation implemented due to directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on free movement of such data). EasyPark shall, with regard to such personal data which EasyPark processes, adhere to its obligations under personal data

legislation, irrespective of whether EasyPark is acting as a controller of personal data (Nw. *behandlingsansvarlig*) or if EasyPark in any other way acts as a personal data processor (Nw. *databehandler*).

- 17.2 As a controller of personal data, EasyPark registers and processes personal data regarding the Customer, *inter alia*, the Customer's name, address, personal identity number, email address, mobile phone number, vehicle registration number and transaction information. Personal data which may be subject to processing mainly constitutes of information which the Customer, directly or indirectly, furnishes to EasyPark in connection with the registration, and the use of EasyPark's Services.
- 17.3 EasyPark will process the Customer's personal data for purposes such as administration of the Services, discharging EasyPark's duties under applicable laws, regulations and public authority decisions, to send information and offers to the Customer (*e.g.* via the App, email and SMS), to develop and analyse the Services and offers which are or may be provided by EasyPark, for market and customer analysis and marketing purposes, and as is described in EasyPark's privacy policy (the "**Privacy Policy**").
- 17.4 EasyPark and its partners may direct offers to the Customer via the App, email, SMS or in other ways. Marketing directly targeting the Customer shall comply with applicable laws, regulations, codes of conduct and ethical guidelines.
- 17.5 EasyPark may share the Customer's personal data with companies within the same group of companies as EasyPark or with other companies which EasyPark co-operates with, for the abovementioned purposes, both within and outside of the EU. If and to the extent EasyPark stores the Customer's personal data, such data is always stored at EasyPark or at companies within the same group of companies as EasyPark.
- 17.6 The Services include location-based functions, *e.g.* tracking of the Customer's position. In order to provide such location-based services, EasyPark will collect, process and share the Customer's location data, including the geographic location (in real time) of the Customer's mobile phone, from time to time in accordance with applicable law and the Privacy Policy.
- 17.7 By applying for registration with EasyPark, the Customer consents to EasyPark using personal data, location data and other information, for the purposes and in the manner described herein, and to the processing of data as described in the Privacy Policy. Furthermore, the Customer consents to

EasyPark and its partners directing offers to the Customer. If the Customer no longer wishes to receive such directed offers, the Customer may notify EasyPark's customer service of this.

- 17.8 Each natural person has, upon request, the right to receive information about the processing of personal data concerning such person, free of charge one time per calendar year. Upon notification from the Customer, or on its own initiative, EasyPark will correct any data found to be incorrect.
- 17.9 EasyPark uses cookies. A cookie is a text file which enables identification of the Customer's computer, mobile phone or other technical equipment. EasyPark uses cookies for the purposes described in the Privacy Policy. By applying for registration with EasyPark, the Customer accepts that cookies are stored on the Customer's computer, mobile phone, or other technical equipment, as applicable, in accordance with the purposes set forth in the Privacy Policy. The Customer may choose not to allow cookies, however, doing so may impair the functionality of EasyPark's Services.
- 17.10 EasyPark's customer service answers questions relating to EasyPark's processing of personal data, location data and the use of cookies.

18 Amendments, assignment etc.

- 18.1 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. Should the Customer thereafter continue to use the Services, the Customer shall be deemed to have accepted the amendments.
- 18.2 The General Terms and Conditions applicable from time to time are available on the Website.
- 18.3 EasyPark has the right to assign, in full or in part, its rights and/or obligations under the Agreement without the Customer's consent. Furthermore, EasyPark has the right to employ sub-contractors to discharge its duties under the Agreement.
- 18.4 The Customer may not assign its rights and/or obligation under the Agreement, without EasyPark's prior written consent.

19 EasyPark in other countries

- 19.1 EasyPark is part of a group of companies (each an "**EP Company**") that provide services substantially corresponding to the Services provided by EasyPark (the "**EP Services**"), in the countries (exclusive of Australia)

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.

- 19.2 If the Customer visits another EP Country (*i.e.* another country than Norway), the Customer may use the EP Services provided that the Customer agrees to the applicable general terms and conditions of the local EP Company.
- 19.3 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).

20 Miscellaneous

- 20.1 The Agreement constitutes the entire agreement between the Parties regarding the issues to which the Agreement relates.
- 20.2 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.
- 20.3 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 Norwegian language version constitutes the original language version. The Parties acknowledge that in case of any discrepancies between this language version and the Norwegian language version of the General Terms and Conditions, the Norwegian version shall prevail.

21 Applicable law and disputes

- 21.1 The Agreement shall be governed by and construed in accordance with Norwegian substantive law.
- 21.2 Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall primarily be solved by voluntary agreement between the Parties. If the Parties are not able to reach an agreement, the dispute may, at the Customer’s request, be considered by the National Board for Consumer Disputes (Nw. *Forbrukertvistutvalget*). A dispute may also be settled by Norwegian courts, with Oslo District Court (Nw. *Oslo tingrett*) as the court of first instance.
- 21.3 This section 21 shall survive the termination of the Agreement.

22 Customer service

EasyPark's customer service answers questions regarding the Agreement and the Services provided by EasyPark.

Telephone number: 23 30 88 80

Email address: kundeservice@easypark.net

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