

EASYPARK – GENERAL TERMS AND CONDITIONS FOR CONSUMERS

Effective as of 17 July 2023

1 Applicability

- 1.1 These general terms and conditions (the “**General Terms and Conditions**”) apply when the company EasyPark SI, rešitve za pametna mesta, d.o.o., Ferrarska ulica 8, 6000 Koper - Capodistria (“**EasyPark**”), provides Services (as defined below) to natural persons (consumers) (the “**Customer**”) in Slovenia.
- 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.
- 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 natural persons above 18 years of age.
- 1.5 Section 18 includes special provisions governing the use of EasyPark services abroad.
- 1.6 By registering for 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 (the “**Agreement**”) arises. These General Terms and Conditions form part of the Agreement between EasyPark and the Customer, in addition to any mandatory law provisions and the terms and conditions individually agreed with the Customer (during the registration process, purchases of Services and Product Packages etc.).
- 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.

2 Definitions

- 2.1 In these General Terms and Conditions, and in connection with the Services, defined terms and expressions shall have the meaning set forth below:
- “**App**” means EasyPark’s Mobile phone application;
- “**CameraPark**” shall have the meaning set forth in section 4.1.2;
- “**Car App**” means EasyPark’s application to be used in the infotainment system of certain types of vehicles;
- “**Charging Cost**” means the price payable by the 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. The Charging Cost does not include any EasyPark service fee that may be applicable in accordance with section 7 below;
- “**Charging Service**” shall have the meaning set forth in section 3.1.1;
- “**Charging Session**” means a single, continuous charging session ordered by the 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 gains access to via the SMS Service, 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;

"Find and Park 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;

"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;

"Party" and **"Parties"** means EasyPark and/or the Customer;

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

"P-operator" means any parking operator, which EasyPark co-operates with;

"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.si.

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 (each an **"Additional Service"**), such as charging of electric vehicles (the **"Charging Service"**), finding parking space (the **"Find and Park Service"**) and other functions. The Parking Service and the Additional Services, as well as other services provided by EasyPark from time to time 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 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, in the App and in the Car App from time to time.
- 3.1.4 EasyPark offers a selection of product packages (each a “**Product Package**”) including the Parking Service and Additional Services, if applicable, whose contents, certain information on prices and any special terms and conditions, are described on the Website, in the App and in the Car App from time to time. Except for fixed monthly fees, the prices due by the Customer are displayed in the App/Car App.
- 3.2 Access to the Services, registration data, etc.**
- 3.2.1 A pre-condition for the Customer to gain access to the Services is that the Customer registers as a user with EasyPark. EasyPark reserves the right to reject an application for registration.
- 3.2.2 Registration can be made via the Website, the App, telephone, SMS, or in such other ways as accepted by EasyPark from time to time. 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. Furthermore, the Customer shall select a payment method accepted by EasyPark, and register a payment card, or, as applicable, provide other information required for the selected payment method.
- 3.2.3 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 and thereby the Services, in accordance with the selected Product Package and, if applicable, the App and the Car App. The right to use the EasyPark System and, if applicable, the App and the Car App, remains during the term of the Agreement and for as long as the Customer has an active user account and discharges its duties under the Agreement (including these General Terms and Conditions). An active user account is an account with which a transaction was executed in the previous 24 months, for example payment of a parking or a subscription fee. In the event that credit balance is available on the Customer’s account (for example acquired on the basis of promotional codes, which EasyPark may from time to time offer to its Customers), the Customer should use such credit balance for payment of Services within 2 years from receiving the respective credit balance. Use of credit balance after the respective time period is not possible. Payment of credit balance in cash is not possible.
- 3.2.4 The Customer may choose a unique password to be used together with the Customer’s telephone number and/or email address (together, the “Login Credentials”). The Login Credentials also enable the Customer to log on to the Customer’s personal website on the Website (“My Pages”).
- 3.2.5 Certain Services require that the Customer uses the App or the Car App, and has enabled the function “allow location access” and/or “allow notifications” on its Mobile phone, vehicle or other technical solutions approved by EasyPark from time to time.

3.3 The Customer's 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 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;
 - the Customer has any reason to believe that the registration License Plate Number of a vehicle registered for use of Automatic CameraPark (as defined below) is misused;
 - a Mobile phone, on which the Customer has installed the App, or a vehicle in which the Customer has Installed the Car App, is lost or stolen; or
 - a registered vehicle has been sold, deregistered, or otherwise will not be used in relation to the Services,
- in order for EasyPark to take appropriate measures, such as blocking the Login Credentials, the License Plate Number and/or the Customer's user account or update the Customer's registered information. The Customer shall also keep EasyPark notified of any other circumstances of importance to the Agreement and/or the provision of the Services.
- 3.3.5 In addition to what is set out in the Agreement, the Customer shall comply with any reasonable instructions given by EasyPark in relation to the Services from time to time.
- 3.3.6 The Customer is responsible for procuring that the (a) telephone, (b) Mobile phone, or (c) other technical equipment (e.g., a vehicle's infotainment system) used by the Customer in relation to the Services functions properly and is compatible at all times with (i) the EasyPark System, (ii) the Services, (iii) the App, and (iv) the Car App, as applicable. The Customer is also responsible for procuring that the App and the Car App are duly updated, if applicable. The performance requirements applicable from time to time in relation to the EasyPark System, the Services, the App and the Car App, are available on the Website.

4 Special terms and conditions for the Parking Service

4.1 General

- 4.1.1 Through the Parking Service, the Customer is able to notify the relevant P-operator (in relation to parking) or EasyPark (in relation to a Parking Sublease Session) of when a parking or Parking Sublease Session starts, the preliminary parking time and when a parking or Parking Sublease Session ends, and, if necessary, extend the parking time or the Parking Sublease Session.
- 4.1.2 The Parking Service may include 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 ii) sublease the relevant Parking Lot to the Customer.
- 4.1.3 In relation to certain Parking Lots, access may be granted and a parking or Parking Sublease Session 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 or a Parking Sublease Session is started automatically when the relevant vehicle enters the Parking Lot, whereby the Customer receives a notification in the App, and is ended automatically when the vehicle leaves the Parking Lot. If the CameraPark System is not fully automated, the Customer must start a parking or Parking Sublease Session manually (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 or Parking Sublease Session is ended automatically, 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.
- 4.1.4 By activating and using Automatic CameraPark, the Customer:
- confirms that it is an authorized user of the vehicle for which Automatic CameraPark is activated;
 - understands that it is obliged to disable the License Plate Number for Automatic CameraPark if it is no longer an authorized user of the related vehicle;
 - understands that adding a License Plate Number to its account for Automatic CameraPark is at the Customer's own risk and account;
 - understands that the total costs for a parking session or Parking Sublease Session, also including the applicable EasyPark service fees, will be calculated when the relevant vehicle exits the Parking Lot and will be automatically debited using the payment method the Customer has chosen;
 - understand that allowing push notifications in the App is not obligatory but it can help to keep the Customer informed about ongoing parking or Parking Sublease Session and/or when one of the vehicles in the Customer's account is enabled or disabled for Automatic CameraPark;
 - understand that only Parking Lots with a "camera symbol" in the App support Automatic CameraPark;

- understands that Parking Lots that use Automatic 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 usually provided by the Customer's municipality. The Customer is responsible for procuring that it holds a relevant residential/parking permit. When using the Parking Service for residential/permit parking, the Customer can only notify the P-operator of a fixed parking time (or fixed Parking Sublease Session), which cannot be prematurely ended.
- 4.1.6 When providing the Parking Service, EasyPark will either:
- (a) collect the relevant parking fee (including VAT), which is determined on the basis of the P-operator's current tariff (the "**Parking Cost**") from the Customer and transfer it to the relevant P-operator;
 - (b) lease the relevant Parking Lot from the P-operator, and sublease the relevant Parking Lot to the Customer, whereby the fee for the Parking Sublease Session corresponds to the applicable Parking Cost calculated based on the length of the relevant Parking Sublease Session on the Parking Lot; or
 - (c) resell dematerialised parking tickets to the Customer, which EasyPark has purchased from the relevant P-operator, whereby the value of the parking ticket sold by EasyPark to the Customer corresponds to the applicable Parking Cost.
- 4.1.7 The application of either alternative mentioned above depends on the relevant P-operator, and does not affect the way the Parking Service is provided to Customer. The services provided by EasyPark are not considered payment services and EasyPark is exempted to comply with the provisions of Slovenian Payment Services, Services of Issuing Electronic Money and Payment Systems Act (Sl. Zakon o plačilnih storitvah, storitvah izdajanja elektronskega denarja in plačilnih sistemih (ZPlaSSIED)).
- 4.1.8 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 time or Parking Sublease Session ends. The Customer is always responsible for ending a parking or Parking Sublease 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..
- 4.1.9 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.

4.2 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 decals, 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 Parking Lot.

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

- the App;
- the Car App;
- the SMS Service;
- My Pages; or
- the CameraPark System, provided that the relevant P-operator supports Automatic CameraPark;
- the EasyPark Card, provided that the relevant P-operator accepts the EasyPark Card.

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

- the App, when using the App;
- the Car App, when using the Car App;
- SMS, when using the SMS Service;
- My Pages, when using My Pages; or
- the App/My Pages, when using CameraPark;
- registration of the EasyPark Card in a correct manner, when using such card.

4.2.4 If the Customer starts a parking or Parking Sublease 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 procure 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. EasyPark assumes no liability if the wrong Parking Lot or License Plate Number has been specified (see section 11.2a)).

4.2.5 When using the Parking Service for residential or permit parking, if the P-operator so requires, the Customer shall have a residential/parking permit attached to the front window of the parked vehicle.

Please contact the P-operator to receive information on whether a visible residential/parking permit is required.

- 4.2.6 For the purpose of providing the Customer an overview of his/her parkings (including Parking Sublease Sessions), EasyPark provides information regarding parkings made by the Customer on My Pages, and such information is stored and available to the Customer for twelve months.

4.3 The Customer's undertakings and responsibility

- 4.3.1 The Customer shall always comply with applicable laws and regulations, and the rules established by the relevant P-operator at any given time, or which are otherwise applicable in relation to the Parking Lot where a Customer parks the vehicle.
- 4.3.2 The Customer is responsible for starting the parking or Parking Sublease Session correctly, by specifying the parked vehicle's License Plate Number and the relevant Parking Lot (except for when Automatic CameraPark is used). The Customer is responsible for procuring that the specified Parking Lot and License Plate Number are correct, 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.
- 4.3.3 The Customer is responsible for procuring that a started parking or Parking Sublease Session is ended. If the Customer did not state a preliminary end time or a total parking time when the parking or Parking Sublease Session was started, the Customer is responsible for ending the parking or Parking Sublease Session manually. If the Customer is using CameraPark, it shall check that a started parking or Parking Sublease Session 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 Plate Number plates are clean, not damaged and otherwise in a readable condition when the vehicle enters and leaves the Parking Lot.
- 4.3.5 If the Parking Service is not available or is out of function when the Customer shall park (e.g., 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, or other communication network, or a CameraPark System), the Customer is responsible for making proper payment to the P-operator in any other way instructed by the P-operator (e.g., by payment in relevant parking meter). If the Customer in such a case does not make payment in any such other way, the Customer risks to be issued a parking fine, or a fee or a charge for incorrect parking.
- 4.3.6 The Customer is responsible for deactivating the Automatic CameraPark service in relation to a vehicle, if the Customer no longer wants to use such service in relation to such vehicle (e.g., if the vehicle has been sold, or, in respect of lease and rental cars, when the relevant rental or lease period has ended). 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 shall refrain from using areas with Automatic CameraPark. Failure to deactivate Automatic CameraPark does not relieve the Customer of its payment obligation under this Agreement.

- 4.3.7 The Customer 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 notify any relevant Partner or P-operator, or EasyPark (when EasyPark acts as a reseller), 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 and Parking Sublease Session shall, respectively, mean started and ended Charging Session, and no resident parking and no system corresponding to CameraPark exist in relation to the Charging Service.
- 5.1.3 For the purpose of providing the Customer an overview of his/her charges, EasyPark provides information regarding the Customer's Charging Sessions on My Pages, and such information is stored and available to the Customer for twelve months.
- 5.1.4 In relation to certain P-operators and Partners, the Charging Service includes an element of immediate on-demand purchase and re-sale of electricity or charging time, as the case may be, whereby EasyPark acts as a reseller. When a Customer is charging an electric vehicle and starts a Charging Session, from such time and until the Charging Session has ended; EasyPark will i) buy relevant electricity or charging time from the relevant P-operator or Partner, and (ii) re-sell the relevant electricity or charging time to the Customer.
- 5.1.5 If EasyPark does not act as a reseller in relation to the Charging Service, EasyPark will collect the relevant Charging Costs (including VAT, as the case may be) from the Customer and transfer the amount to the relevant P-operator or Partner.
- 5.1.6 Charging stations are provided and maintained by Partners and/or P-operators, and not by EasyPark. EasyPark assumes no responsibility for the charging station used by the Customer for the Charging Service (the "**Charging Station**"), and does not provide any technical support in relation to the Charging Station. If a Charging Station does not function properly or, e.g., has caused damage to the Customer's vehicle, the Customer is referred to the relevant Partner or P-operator. 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 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 (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 to relevant Partner or P-operator in any other way instructed by such Partner or P-operator.
- 5.2.3 The Customer is responsible for any damage caused by the Customer, the Customer's vehicle or other property pertaining to the Customer, in connection with the charging of the Customer's vehicle.

6 Special terms and conditions for the Find and Park Service

- 6.1.1 Through the Find and Park 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.
- 6.1.2 The Find and Park 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.
- 6.1.3 EasyPark assumes no liability for that the App's positioning function correctly indicates whether there are Parking Lots/Charging Stations available close to the Customer's position, or guides the Customer properly to such Parking Lot/Charging Station. Furthermore, EasyPark assumes no liability if a Parking Lot/Charging Station, to which the Customer has been guided is not available when the Customer arrives to it.

7 Prices and fees

- 7.1 Certain information on the pricing for the Services can be found on the Website. Except for fixed monthly fees, the prices due by the Customer are displayed in the App and the Car App (as applicable). All prices and fees include VAT. Parking Cost and Charging Cost are determined in accordance with the price list of the relevant P-operator/Partner and are in addition to, and not included in EasyPark's prices and fees.
- 7.2 EasyPark's pricing model for the Product Packages may consists of a 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 (i.e., a subscription model, "**EasyPark Large**"), (ii) a percentage surcharge to the relevant Parking/Charging Cost and a fee per use of Additional Services, i.e., fees are calculated and charged on a transaction by transaction basis, not as a fixed monthly fee ("**EasyPark Small**"), or (iii) a combination of a percentage surcharge to the relevant Parking/Charging Cost, a fee per use of Additional Services and a fixed monthly fee. Separate fees may be charged for Additional Services (such as the Find and Park Service) and other additional notifications and functions, which are not included in the relevant Product Package.
- 7.3 EasyPark reserves the right to change its prices and fees. For Services that are remunerated by a fixed

monthly fees (see 7.2(i) and 7.2(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 7.2(ii) and see 7.2(iii) above), such amendments become effective immediately for all future transactions, i.e. the amended prices or fees apply at the point in time at which the Customer requests a Service and accordingly such prices and fees may change at any time without notice. The prices and fees applicable at the relevant point in time are shown in the App and/or the Car App when the Customer requests a Service and before the Customer bindingly books a Service.

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 the process of 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 (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.
- 8.3 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) in connection with EasyPark having initiated the steps to arrange for the transfer of the relevant amounts regarding the Parking Cost and/or the Charging Cost to the relevant P-operator or Partner, or (ii), if EasyPark acts as a reseller in relation to the Parking or Charging Service, after the relevant parking, Parking Sublease Session, or Charging Session has been ended.
- 8.4 If payment is not made on time, EasyPark is entitled to charge default interests in accordance with the Slovenian Statutory Default Interest Rate Act (Sl. Zakon o predpisani obrestni meri zamudnih obresti), 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), but in any case such costs shall not exceed the amount of the default interests accrued in relation to such late payment.

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

- 9.1 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.

- 9.2 All copyright (including the right to computer programs, data bases, source codes, object codes and algorithms) and other intellectual property rights (including trademarks and patent rights) relating to the EasyPark System and its contents are owned or licensed by EasyPark or its suppliers and partners. No such rights are transferred to the Customer by the virtue of this Agreement. It is not allowed to use, or to grant others a right to use, the EasyPark System or its contents for commercial purposes. The Customer does not have any right to copy, distribute, sell, publish, transfer, lend, sub-license, modify, or otherwise dispose of or take any action regarding the software included in the EasyPark System. The Customer does not have any right to engage in reverse engineering, decompilation, disassembling or in any way attempt to access the software's source code. In addition to the Customer's right to information pursuant to Sections 4.2.6 and 5.1.3, the Customer has no right to by itself or through others collect and store data from the Application and the Website.
- 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 or the Car App, does not infringe any third party's intellectual property or other rights or otherwise is not in conflict with any applicable law or regulation.

10 EasyPark's liability

- 10.1 EasyPark's aggregate liability shall in no event exceed an amount of EUR 5,000, except if EasyPark has acted wilfully or grossly negligent.
- 10.2 To the extent legally permissible, 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 assimilated information provided, or (iii) specified the wrong Parking Lot or License Plate Number when starting a parking or Parking Sublease Session (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 parking 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 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, Parking Sublease Session or a Charging Session not being started (whereby the Customer risks, e.g., a parking fine) or 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, Parking Sublease Session or a Charging Session not being started (whereby the Customer risks, e.g., a parking fine) or 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 not having informed EasyPark of a known or suspected misuse of the License Plate Number of a vehicle registered for use of Automatic CameraPark;
- j) 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 and the Customer not having duly informed EasyPark about this;
- k) the Customer not having duly deactivated the Automatic CameraPark service in relation to a vehicle;
- l) unauthorised use of the Login Credentials and/or the Services, or
- m) Force majeure (see section 15).

10.3 To the extent legally permissible, 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 Complaints

11.1 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.

11.2 Complaints regarding erroneous Parking Cost or Charging Cost are handled and decided upon in dialogue with the relevant P-operator or Partner. If and when such a complaint is approved, EasyPark shall without delay credit the Customer with the relevant amount. If the complaint is rejected, EasyPark shall notify the Customer of the outcome of the handling of the complaint and motivate the decision. Complaints related to a CameraPark System will be referred to the relevant P-operator.

11.3 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 11.2 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 request in textual form, the Customer shall procure that EasyPark is allowed to handle any negotiation or dispute with any third party in relation to a dispute or potential dispute in respect of such fees, tolls or charges claimed from or credited by EasyPark. This includes granting EasyPark all authorisations and all assistance reasonably required to enable EasyPark to defend, at its own cost, against such claim or potential claim and to agree to any settlement or otherwise compromise or discharge such claim. EasyPark shall proceed with due care and in accordance with the Customer's legitimate interests.

12 Term, early termination, etc.

- 12.1 The Agreement is effective from registration by the Customer (see section 1.5) until it is terminated in accordance with the terms of the Agreement, or as otherwise agreed in writing.
- 12.2 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 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.
- 12.3 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 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.
- 12.4 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 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.
- 12.5 Termination of the Agreement shall be made in writing.

12.6 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.

13 Right of withdrawal

13.1 In accordance with the Consumer Protection Act as valid from time to time (Sl. Zakon o varstvu potrošnikov (ZVPot)), the Customer has a right to withdraw from the Agreement by notifying EasyPark's customer service within 14 days from approved registration.

13.2 The right of withdrawal is exercised through the Customer notifying EasyPark's customer service of the Customer's decision to withdraw from the Agreement.

13.3 If the Customer exercises its withdrawal right in relation to EasyPark, the Customer's liability to pay any Parking Costs or Charging Costs is not affected.

13.4 If the Customer has requested to start using the Services during the withdrawal period, the Customer is liable to pay an amount that is in proportion to the Customer's use of the Services, prior to the point in time when the Customer notified EasyPark's customer service of the Customer's decision to withdraw from the Agreement, compared with the total extent of the Agreement.

13.5 By using the Services within 14 days from the day the Agreement is entered into, the Customer expressly requests EasyPark to provide these Services before the 14 days withdrawal period elapses.

14 Force Majeure

14.1 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. 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 (each an "EP Country"). Please visit 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 Slovenia), 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). Any exchange rate used to convert any fee charged in any EP Country to Euro is at EasyPark's sole discretion.

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. 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 under the Agreement without the Customer's consent. Furthermore, EasyPark has the right to employ sub-contractors to discharge its duties under the Agreement.
- 17.4 EasyPark has the right to assign, in full or in part, its obligations under the Agreement, provided that EasyPark informs the Customer of such transfer at least 15 days in advance, during which the Customer may object to such transfer.
- 17.5 The Customer may not assign its rights and/or obligation under the Agreement, 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 Slovenian language version constitutes the original language version. The Parties acknowledge that in case of any discrepancies between this language version and the Slovenian language version of the General Terms and Conditions, the Slovenian version shall prevail.

19 Applicable law and disputes

- 19.1 The Agreement shall be governed by and construed in accordance with Slovenian substantive law.
- 19.2 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 Association of Mediators of Slovenia (Sl. Društvo mediatorjev Slovenije). A dispute may also be settled by competent Slovenian courts.

19.3 The Customer may use the [European Commission's online platform](#) to send a complaint to the Association of Mediators of Slovenia.

19.4 This section 21 shall survive the termination of the Agreement.

20 Customer service

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

Telephone number: +38658888023

Email address: pomoc@easypark.net

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